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# **BUSINESS PAPER**

**Ordinary Council Meeting**

**17 October 2023**

**Aaron Johansson**  
**Chief Executive Officer**



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

Tuesday, 17 October 2023 at 6pm  
in the Council Chambers, Civic Centre  
184 - 194 Bourke Street, Goulburn

## Order Of Business

|           |   |           |
|-----------|---|-----------|
| <b>1</b>  | <b>Opening Meeting</b> .....  | <b>5</b>  |
| <b>2</b>  | <b>Acknowledgement of Country</b> .....   | <b>5</b>  |
| <b>3</b>  | <b>Councillors Declaration and/or Prayer</b> .....                              | <b>5</b>  |
| <b>4</b>  | <b>Apologies</b> .....  | <b>5</b>  |
| <b>5</b>  | <b>Applications for a Leave of Absence by Councillors</b> .....                 | <b>5</b>  |
|           | Nil   |           |
| <b>6</b>  | <b>Attendance by Audio-visual link by Councillors</b> .....                     | <b>5</b>  |
| <b>7</b>  | <b>Late Items / Urgent Business</b> .....                                       | <b>5</b>  |
| <b>8</b>  | <b>Disclosure of Interests</b> .....  | <b>5</b>  |
| <b>9</b>  | <b>Presentations</b> .....  | <b>6</b>  |
|           | Nil   |           |
| <b>10</b> | <b>Public Forum</b> .....   | <b>6</b>  |
| <b>11</b> | <b>Confirmation of Minutes</b> .....  | <b>7</b>  |
|           | 11.1 Minutes of the Ordinary Meeting of Council held on 19 September 2023 ..... | 7         |
| <b>12</b> | <b>Matters Arising</b> .....  | <b>51</b> |
|           | Nil   |           |
| <b>13</b> | <b>Mayoral Minute(s)</b> .....  | <b>51</b> |
|           | Nil   |           |
| <b>14</b> | <b>Notice of Motion(s)</b> .....  | <b>51</b> |
|           | Nil   |           |
| <b>15</b> | <b>Notice of Rescission(s)</b> .....  | <b>51</b> |
|           | Nil   |           |
| <b>16</b> | <b>Reports to Council for Determination</b> .....                               | <b>52</b> |
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| <b>17</b> | <b>Closed Session .....</b>   | <b>367</b> |
|           | There were no closed session reports for determination.                             |            |
| <b>18</b> | <b>Conclusion of the Meeting .....</b>  | <b>367</b> |

**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 ATTENDANCE BY AUDIO-VISUAL LINK BY COUNCILLORS**

**7 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.

**8 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.

**9 PRESENTATIONS**

Nil

**10 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.

**11 CONFIRMATION OF MINUTES**

**11.1 MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD ON 19 SEPTEMBER 2023**

**Author:** Chief Executive Officer

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Minutes of the Ordinary Meeting of Council held on 19 September 2023

**RECOMMENDATION**

That the Council minutes from Tuesday 19 September 2023 and contained in Minutes Pages No 1 to 44 inclusive and in Minute Nos 2023/200 to 2023/233 inclusive be confirmed.



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# MINUTES

## Ordinary Council Meeting

**19 September 2023**



**Order Of Business**

|           |  |          |
|-----------|--|----------|
| <b>1</b>  | <b>Opening Meeting</b> .....   | <b>5</b> |
| <b>2</b>  | <b>Acknowledgement of Country</b> .....  | <b>5</b> |
| <b>3</b>  | <b>Councillors Declaration and/or Prayer</b> .....   | <b>5</b> |
| <b>4</b>  | <b>Apologies</b> .....   | <b>5</b> |
| <b>5</b>  | <b>Applications for a Leave of Absence by Councillors</b> .....  | <b>5</b> |
|           | Nil  |          |
| <b>6</b>  | <b>Attendance by Audio Visual Link</b> .....   | <b>5</b> |
| <b>7</b>  | <b>Late Items / Urgent Business</b> .....  | <b>5</b> |
| <b>8</b>  | <b>Disclosure of Interests</b> .....   | <b>6</b> |
| <b>9</b>  | <b>Presentations</b> .....   | <b>7</b> |
|           | Nil  |          |
| <b>10</b> | <b>Public Forum</b> .....  | <b>7</b> |
| <b>11</b> | <b>Confirmation of Minutes</b> .....   | <b>7</b> |
|           | 11.1 Minutes of the Ordinary Meeting of Council held on 15 August 2023.....  | 7        |
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| <b>12</b> | <b>Matters Arising</b> .....   | <b>7</b> |
|           | 12.1 Matters Arising from Council Meeting Minutes from the 15 & 22 August 2023.....  | 7        |
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| <b>13</b> | <b>Mayoral Minute(s)</b> .....   | <b>8</b> |
|           | Nil  |          |
| <b>14</b> | <b>Notice of Motion(s)</b> .....   | <b>8</b> |
|           | Nil  |          |
| <b>15</b> | <b>Notice of Rescission(s)</b> .....   | <b>8</b> |
|           | Nil  |          |
| <b>16</b> | <b>Reports to Council for Determination</b> .....  | <b>8</b> |
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|           |  |           |
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| 16.11     | Goulburn Community Solar Farm (Bridge St) - DA/0023/1617; MODDA/0137/2122 and MODDA/0083/2223 .....                | 12        |
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| 16.26     | Monthly Financial Report.....  | 41        |
| 16.27     | Statement of Investments & Bank Balances .....   | 42        |
| 16.28     | Minutes of the Recreation Area Committee Meeting held on 2 August 2023 .....                                       | 42        |
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| 16.30     | Minutes of the Sports Council Meeting held on 7 August 2023.....   | 43        |
| 16.31     | Advocacy Working Party Meeting Minutes - 18 August 2023.....   | 43        |
| 16.32     | Council's Operational Update - August 2023.....  | 43        |
| <b>17</b> | <b>Closed Session .....</b>  | <b>43</b> |
|           | There were no closed session reports for determination.  |           |
| <b>18</b> | <b>Conclusion of the Meeting .....</b>   | <b>43</b> |

**MINUTES OF GOULBURN MULWAREE COUNCIL  
ORDINARY COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBERS, CIVIC CENTRE, 184 - 194 BOURKE STREET,  
GOULBURN  
ON TUESDAY, 19 SEPTEMBER 2023 AT 6PM**

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

**IN ATTENDANCE:** Aaron Johansson (Chief Executive Officer), Brendan Hollands (Director Corporate and Community Services), Scott Martin (Director Planning and Environment), Marina Hollands (Director Utilities), George Angelis (Director Operations), & Bec O'Neill (Communications Manager), Amy Croker (Office Manager to 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 declaration was read by Cr Steve Ruddell.

**4 APOLOGIES**

Nil

**5 APPLICATIONS FOR A LEAVE OF ABSENCE BY COUNCILLORS**

Nil

**6 ATTENDANCE BY AUDIO VISUAL LINK**

Nil

**7 LATE ITEMS / URGENT BUSINESS**

Nil

## 8 DISCLOSURE OF INTERESTS

Cr Andrew Banfield declared a pecuniary conflict of interest in Item 16.16 “VP 368071 Mountain Ash Rd - Natural Disaster Roadside Erosion repairs and restoration project” as he is an employee of the Denrith Group of companies. Cr Banfield’s brother-in-law is also a Director of the Denrith Group of Companies. Cr Andrew Banfield 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 16.32 “Councils Operational Update - July 2023” as the report mentions Marulan Quarry who have engaged his employer GHD to undertake consultancy work for them. However Cr Shepherd is not involved in the project and the Marulan Quarry is not the focus of the report. As the disclosure was not of a significant nature Cr Jason Shepherd remained in the meeting while discussion took place.

Cr Jason Shepherd declared a pecuniary conflict of interest in Item 16.11 “Goulburn Community Solar Farm (Bridge St) - DA/0023/1617; MODDA/0137/2122 and MODDA/0083/2223” as he is a share holder in the project. Cr Jason Shepherd will leave the meeting while discussion on this item takes place.

Cr Steven Ruddell declared a significant/non-pecuniary conflict of interest in Item 16.23 “Request for Financial Assistance - Rotary Club of Goulburn” as he is the current president of the Rotary Club of Goulburn. Cr Steven Ruddell will leave the meeting while discussion on this item takes place.

Cr Carol James OAM declared a significant/non-pecuniary conflict of interest in Item 16.23 “Request for Financial Assistance - Rotary Club of Goulburn” as she is a member of the Rotary Club of Goulburn. Cr Carol James OAM will leave the meeting while discussion on this item takes place.

Cr Daniel Strickland declared a pecuniary conflict of interest in Item 16.21 “2023/2024 Goulburn Central Business District Grants” as his employer RJ Sidney Craig are mentioned in this item. Cr Daniel Strickland will leave the meeting while discussion on this item takes place.

Cr Bob Kirk declared a significant/non-pecuniary conflict of interest in Item 16.25 “Request for Financial Assistance - Community Plus Inc” as he is the Chair of the newly formed Community Foundation Southern Tablelands Community Foundation, which is to be the beneficiary of funds raised through this proposal. Cr Bob Kirk will leave the meeting while discussion on this item takes place.

Cr Peter Walker declared a non-pecuniary/non-significant conflict of interest in Item 16.23 Request for Financial Assistance - Rotary Club of Goulburn” as he is a member of the Rotary Club of Goulburn. As the disclosure was not of a significant nature Cr Peter Walker remained in the meeting while discussion took place.

## MINUTES SILENCE FOR LOUISE PORTER

Council’s Casual Customer Service Officer Louise Porter suddenly passed away recently.

Louise has been an employee at the Aquatic Centre since 2016.

Louise was a valued member of Council’s Team and will be missed by her colleagues and Aquatic Centre patrons.

A letter of condolence has been sent to Louise’s family.

As a mark of respect a minutes silence was observed in honour of Louise Porter.

**9 PRESENTATIONS**

Nil

**10 PUBLIC FORUM**

Cr Bob Kirk declared an interest in this item and took no part in the discussion or voting on the matter. At 6:09 pm, Cr Bob Kirk left the meeting.

Dick Kearins from Community Plus addressed Council in relation to Item 16.25 Request for Financial Assistance - Community Plus Inc.

At 6:19 pm, Cr Bob Kirk returned to the meeting.

Darren Plumb, member of the Rail Trail Working Party addressed Council in relation to Item 16.6 Goulburn Rail Trail Steering Committee – Final Report.

**11 CONFIRMATION OF MINUTES****11.1 MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD ON 15 AUGUST 2023****RESOLUTION 2023/200**

**Moved: Cr Jason Shepherd**

**Seconded: Cr Steven Ruddell**

**That the Council minutes from Tuesday 15 August 2023 and contained in Minutes Pages No 1 to 15 inclusive and in Minute Nos 2023/168 to 2023/192 inclusive be confirmed.**

**CARRIED**

**11.2 MINUTES OF THE EXTRAORDINARY MEETING OF COUNCIL HELD ON 22 AUGUST 2023****RESOLUTION 2023/201**

**Moved: Cr Carol James OAM**

**Seconded: Cr Steven Ruddell**

**That the Council minutes from Tuesday 22 August 2023 and contained in Minutes Pages No 1 to 6 inclusive and in Minute Nos 2023/193 to 2023/199 inclusive be confirmed.**

**CARRIED**

**12 MATTERS ARISING****12.1 MATTERS ARISING FROM COUNCIL MEETING MINUTES FROM THE 15 & 22 AUGUST 2023**

Nil

**12.2 OUTSTANDING TASK LIST FROM ALL PREVIOUS MEETINGS**

Nil

**13 MAYORAL MINUTE(S)**

Nil

**14 NOTICE OF MOTION(S)**

Nil

**15 NOTICE OF RESCISSION(S)**

Nil

**16 REPORTS TO COUNCIL FOR DETERMINATION****16.1 RETURNING OFFICER****RESOLUTION 2023/202****Moved: Cr Jason Shepherd****Seconded: Cr Andy Wood****That the report of the Chief Executive Officer on the Returning Officer for the Mayor and Deputy Mayor Elections be received****CARRIED**

Mayor Peter Walker vacated the Chair for the election of the Mayor.

Chief Executive Officer Aaron Johansson took the Chair.

**16.2 ELECTION OF MAYOR****RESOLUTION 2023/203****Moved: Cr Andy Wood****Seconded: Cr Steven Ruddell****That**

- 1. The report of the Chief Executive Officer on the election of the Mayor be received.**
- 2. Council elects the Mayor for the period from 19 September 2023 to 14 September 2024.**
- 3. Following the close of nominations for the position of Mayor the method of electing the Mayor be determined as open voting in accordance with *Schedule 7 Local Government (General) Regulation 2005*.**

**CARRIED**

The Chief Executive Officer as Returning Officer called for nominations for the position of Mayor for the Goulburn Mulwaree Council for the period 19 September 2023 to 14 September 2024.

There were two (2) nominations for Mayor.

- Cr Bob Kirk
- Cr Peter Walker

The Chief Executive Officer closed nominations.

The Chief Executive Officer as Returning Officer to draw nominees from the barrel to ascertain the order of the tally sheet, public address and order of voting.

Both Cr Bob Kirk & Cr Peter Walker addressed the Council.

The Chief Executive Officer then conducted the election by Open Voting with the results being as follows:

- Cr Bob Kirk                    3 votes  
Votes for Cr Bob Kirk are recorded as follows:
  1. Cr Carol James OAM
  2. Cr Bob Kirk
  3. Cr Michael Prevedello
  
- Cr Peter Walker            6 votes  
Votes for Cr Peter Walker are recorded as follows:
  1. Cr Andrew Banfield
  2. Cr Steve Ruddell
  3. Cr Jason Shepherd
  4. Cr Daniel Strickland
  5. Cr Andy Wood
  6. Cr Peter Walker

**Following the voting the Chief Executive Officer, as returning Officer declared Cr Peter Walker as Mayor for the period 19 September 2023 to 14 September 2024.**

### **16.3 DEPUTY MAYORAL ELECTION**

The Chief Executive Officer as Returning Officer called for nominations for the position of Deputy Mayor for the Goulburn Mulwaree Council for the period 19 September 2023 to 14 September 2024.

There were one nominations for Deputy Mayor.

- Cr Steve Ruddell

The Chief Executive Officer closed nominations.

**Being that there was only one nomination for the role of Deputy Mayor, Chief Executive Officer, as returning Officer declared Cr Steve Ruddell as Deputy Mayor for the period 19 September 2023 to 14 September 2024.**

Council took a recess at 6.48pm.

Council resume into open Council at 6.55pm.

**16.4 SPECIAL RATE VARIATION (SRV)****RESOLUTION 2023/204****Moved: Cr Michael Prevedello****Seconded: Cr Andy Wood****That**

- 1. Council endorse the revised 2023-34 Long Term Financial Plan for public exhibition and community consultation until 3 November 2023.**
- 2. Council endorse the revised Delivery Plan for public exhibition and community consultation until 3 November 2023**
- 3. Council endorse the undertaking of community consultation on a potential application to the Independent Pricing and Regulatory Tribunal (IPART) for a proposed permanent Special Rate Variation (SRV) of either a one year SRV of 43.5% in 2024-25 (including the forecasted rate peg of 3.5 per cent) or a two year SRV of 25.5% in 2024-25 (including the forecasted rate peg of 3.5 per cent) and 20.5 per cent in 2025-26 (including the forecasted rate peg of 2.5 per cent), representing a cumulative Special Rate Variation of 51.2 per cent over two years. These proposed increases would apply to the minimum rates in Council's rating structure.**
- 4. Receive a further report at its meeting on 21 November 2023 regarding community consultation undertaken to determine any final application to be made to IPART for a Special Variation.**
- 5. Council notify IPART of its intention to invite community feedback on two SRV options and its intention to apply for an SRV.**

**CARRIED****16.5 COMMUNITY CENTRE WORKING PARTY - FINAL REPORT****RESOLUTION 2023/205****Moved: Cr Andrew Banfield****Seconded: Cr Jason Shepherd****That**

- 1. Work commences immediately on preparation and lodgment of a Change of Use Development Application for 2 Bourke Street, including the engagement of consultants to undertake the necessary reports required for the Development Application process.**
- 2. Estimates be prepared for all works that may be needed to bring the current buildings at 2 Bourke Street up to code with a further report to be provided to Council.**
- 3. The immediate future location of the current Community Services programs be determined in accordance with a separate report in this Business Paper.**

**CARRIED**



**16.6 GOULBURN RAIL TRAIL STEERING COMMITTEE - FINAL REPORT**

**RESOLUTION 2023/206**

**Moved: Cr Michael Prevedello**

**Seconded: Cr Bob Kirk**

**That:**

- 1. The report which includes the Goulburn Rail Trail feasibility study and business case be received and noted.**
- 2. The Goulburn Rail Trail Project be endorsed by Council and added to Council's Priority Project list to assist with advocating for funding.**
- 3. Council pursues funding opportunities as they may arise.**
- 4. The Goulburn Rail Trail Steering Committee be held in abeyance until such time as further involvement in development of the project is required.**

**CARRIED**

**MOVE ITEM 16.11**

**RESOLUTION 2023/207**

**Moved: Cr Steven Ruddell**

**Seconded: Cr Bob Kirk**

**That Item 16.11 be dealt with directly after item 16.6.**

**CARRIED**

**16.11 GOULBURN COMMUNITY SOLAR FARM (BRIDGE ST) - DA/0023/1617; MODDA/0137/2122 AND MODDA/0083/2223**

Cr Jason Shepherd declared an interest in this item and took no part in the discussion or voting on the matter. At 7:35 pm, Cr Jason Shepherd left the meeting.

**RESOLUTION 2023/208**

**Moved: Cr Bob Kirk**

**Seconded: Cr Michael Prevedello**

**That:**

- 1. The report of the Director Planning and Environment be received.**
- 2. Council support the request for exemption relating to the payment of Section 94A levies for the proposed Community Solar Farm located at 3 Bridge Street, Goulburn (DA/0023/1617, MODDA/0137/2122 and MODDA/0083/2223). For the purposes of the consent, the relevant condition is considered to be discharged.**

**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 OAM, Bob Kirk, Michael Prevedello, Steven Ruddell, Daniel Strickland, Peter Walker

**Against:** Cr Andy Wood (Abstained)

At 7:40 pm, Cr Jason Shepherd returned to the meeting.

Council took at recess at 7.39pm.

Council resumed into open Council at 8.03pm.

**16.7 COMMUNITY SAFETY WORKING PARTY****RESOLUTION 2023/209**

**Moved: Cr Steven Ruddell**

**Seconded: Cr Daniel Strickland**

**That**

- 1. The report Community Safety Working Party by the Business Manager Governance be received.**
- 2. Council endorse Cr Steve Ruddell as the Councillor representative to the Community Safety Working Party.**
- 3. An additional Councillor representative in place of a Community Representative be nominated to the Community Safety Working Party for a temporary period of twelve (12) months.**
  - (a) Council endorse Cr Daniel Strickland as the Community Representative for a period of twelve (12) months.**
- 4. Council seek expressions of interest for community representatives at the end of the twelve (12) month period.**

**CARRIED**

**16.8 DETERMINATION OF NUMBER OF COUNCILLORS FOR THE 2024 ORDINARY LOCAL GOVERNMENT ELECTIONS****RESOLUTION 2023/210**

Moved: Cr Bob Kirk  
Seconded: Cr Andy Wood

That

1. The report by the Business Manager Governance on the Determination of Number of Councillors for the 2024 Ordinary Local Government Elections be received.
2. Council confirm that the number of Councillors for the 2024 Ordinary Local Government Elections remain the same as the current term, that being a total of nine (9) Councillors.

**CARRIED**

**16.9 UPDATE TO MODEL CODE OF MEETING PRACTICE****RESOLUTION 2023/211**

Moved: Cr Steven Ruddell  
Seconded: Cr Carol James OAM

That

1. The report Update to Model Code of Meeting Practice by Business Manager Governance be received.
2. Council adopt the updated Model Code of Meeting Practice without public exhibition.

**CARRIED**

**16.10 DA/0433/2122 - DEMOLITION OF 6 HOUSES AND CONSTRUCTION OF 35 SENIORS TOWNHOUSES AT 10-20 GOULBURN STREET, MARULAN****RESOLUTION 2023/212**

Moved: Cr Michael Prevedello  
Seconded: Cr Daniel Strickland

That:

1. The staff assessment report for development application DA/0433/2122 for the proposed demolition of six (6) houses and construction of 35 seniors townhouses with associated works be received.
2. Deferred Commencement Consent be granted for DA/0433/2122 for a demolition of six (6) houses and construction of thirty-five (35) seniors townhouses with associated works located at 10-20 Goulburn Street Marulan subject to the following conditions.

This is a deferred commencement consent under Section 4.16(3) of the *Environmental Planning and Assessment Act 1979*. This deferred commencement consent does not become operative until the applicant has satisfied the requirements listed in Schedule 'One' of this consent. All issues must be satisfactorily resolved within a period of five (5) years from the 'Determination Date' that is shown on this Notice of Determination or the consent will lapse in accordance with Section 76 of the *Environmental Planning and Assessment Regulation 2021*.

Upon compliance with the issues under Schedule 'One', and written confirmation from 'Council' to that effect, then the consent shall become operative from a 'Date of Endorsement' (to be included on the written notification) subject to the conditions listed in Schedule 'Two' and any additional conditions arising from the requirement of Schedule 'One'.

#### **SCHEDULE ONE:**

##### **A. s.68 Local Government Act Requirements**

Prior to the issue of an operational consent, an application under s.68 of the *Local Government Act 1993* must be made to, and an approval issued by, 'Council' for the following works:

- Stormwater works
- Sewerage work
- Water supply work
- Any Hoarding within road reserve
- Private fire hydrant network

Documentation demonstrating compliance with the above must be submitted to, and approved by the 'Certifier' prior to the release of a Construction Certificate.

*(Reason: To ensure approvals under the provisions of the Local Government Act 1993 are obtained before 'works' commence)*

##### **B. Landscaping Plans**

Prior to the issue of an operational consent, a revised landscaping plan must be submitted that reflects the approved architectural plans.

*(Reason: To ensure the landscaping and Architectural plans are consistent)*

##### **C. Fire Pump Enclosure**

Prior to the issued of an operational consent, engineering drawings for the fire pump enclosure must be submitted to 'Council'. The engineering drawings must include the floor plan, site plan, elevation and street scape plans.

*(Reason: To confirm the scale of the fire pump enclosure)*

##### **D. Stormwater Construction**

Prior to the issue of an Operational Consent hydrologic and hydraulic modelling is required to demonstrate that the discharge from the 'site' does not increase the flow from the 'site' to Goulburn Street and the catchment.

The modelling must include an ensemble of storm durations and temporal patterns to adequately design and assess the performance of stormwater drainage and detention. The modelling should include the following storms as a minimum and up to and including the critical storm for the catchment.

- 30 minutes
- 45 minutes
- 60 minutes
- 120 minutes
- 180 minutes

The study should assess the impact of the development on a catchment to the sag point in Goulburn Street 107 metres east of the Portland Avenue road boundary.

Plans and certification indicating all engineering details relevant to the 'site' regarding the collection and disposal of stormwater from the 'site', buildings and adjacent catchments, must be prepared and be in accordance with the following minimum specifications: -

- a) Goulburn Mulwaree Council’s Design and Construction Specifications.
- b) Goulburn Mulwaree Standard Drawings
- c) the peak discharge from the ‘site’ must be no greater than the pre-developed peak discharge;
- d) conveyed by gravity (not a charged or pumped system)
- e) Piped stormwater drainage system in Goulburn Street to the northern end of Portland Avenue
- f) Kerb inlet pits in Goulburn Street

Details demonstrating compliance with the above requirements and certified by an appropriately qualified and practising Civil or Hydraulic Engineer shall be submitted to, and approved in writing by “Council”.

*(Reason: To ensure that stormwater drainage is of an appropriate standard and capacity to serve the proposed development, without adverse effect to properties or the environment)*

**E. Station Access**

Prior to the issue of an operational consent, it must be demonstrated that the footpath along Thoroughfare Street is at the grade required by s.93(4) State Environmental Planning Policy (SEPP) (Housing) where:

- a) The overall average gradient must be not more than 1:14 and the gradients along the pathway must be not more than-
  - i. 1:12 for a maximum length of 15m at a time, or
  - ii. 1:10 for a maximum length of 5m at a time, or
  - iii. 1:8 for a maximum length of 1.5m at a time.

Where the path cannot comply, a engineering plans must be prepared by a suitably qualified professional to a scale of 1:100 or 1:200, with details at 1:20 & 1:50.

The Footpath Plan must include:

- pathways on the site side of road for the length of the site termination in accordance with Council’s *Standards for Engineering Works*;
- pathways to be a minimum width of 1.2m;
- kerb ramp locations;
- footpath marking for any shared pathway proposed; and
- signage i.e. ‘Shared Pathway’, ‘Bike Path’, ‘Pedestrians Only’ and their locations.

*(Reason: To confirm compliant access to Marulan Station can be obtained from the development)*

**SCHEDULE TWO:**

**SECTION A: GENERAL CONDITIONS**

**1. Approved Development and Use**

Development consent has been granted in accordance with this Notice of Determination for the purposes of Demolition of six (6) houses and construction of thirty-five (35) Seniors Townhouses with associated works and strata title subdivision under the *Goulburn Mulwaree Local Environmental Plan 2009*.

*(Reason: To confirm the components of the approval)*

**2. Development in Accordance with Documentation**

The development must only be carried out:

- a) in compliance with the conditions of this Notice of Determination; and
- b) in accordance with the approved plans and documentation listed in the table below.

| <b>Architectural plans prepared by Walsh Architect</b>               |            |                                   |              |
|--|------------|-----------------------------------|--------------|
| <b>DRAWING NO.</b>   | <b>REV</b> | <b>TITLE OF PLAN OR DOCUMENT</b>  | <b>DATE.</b> |
| DA100  | C          | Site Plan                         | 23/09/2022   |
| DA110  | C          | Ground Floor Plan                 | 23/09/2022   |
| DA112  | C          | Level 1 Plan                      | 23/09/2022   |
| DA113  | B          | Rood Plan                         | 23/09/2022   |
| DA200  | B          | Sections                          | 23/09/2022   |
| DA201  | B          | Sections                          | 23/09/2022   |
| DA300  | C          | Elevations – Sheet 1              | 23/09/2022   |
| DA301  | C          | Elevations – Sheet 2              | 23/09/2022   |
| DA302  | B          | Elevations – Sheet 3              | 23/09/2022   |
| DA400  | B          | Area Calculations                 | 23/09/2022   |
| DA401  | B          | Area Calculations – Landscape     | 23/09/2022   |
| DA450  | B          | Unit Types – Sheet 1              | 23/09/2022   |
| DA451  | B          | Unit Types – Sheet 2              | 23/09/2022   |
| DA460  | A          | Electrical Plans – Sheet 1        | 23/09/2022   |
| DA461  | A          | Electrical Plans – Sheet 2        | 23/09/2022   |
| DA910  | A          | Private Space Calculation         | 18/05/2022   |
| DA911  | A          | 9.5m Height Plane                 | 18/05/2022   |
| DA960  | A          | Fire Spatial                      | 18/05/2022   |
| <b>Lighting plan prepared by Centric Building Services Engineers</b> |            |                                   |              |
| <b>DRAWING NO.</b>   | <b>REV</b> | <b>TITLE OF PLAN OR DOCUMENT</b>  | <b>DATE.</b> |
| E000   | P2         | DA – Site Lighting Layout         | 29/09/2022   |
| <b>Documentation prepared by BCA Access</b>                          |            |                                   |              |
| <b>DOCUMENT REF.</b>   | <b>REV</b> | <b>TITLE OF PLAN OR DOCUMENT</b>  | <b>DATE.</b> |
| 113138-SEPP  | R4         | Access Assessment Report (SEPP)   | 07/10/2022   |
| <b>Documentation prepared by Centric Building Services Engineers</b> |            |                                   |              |
| <b>DOCUMENT REF.</b>   | <b>REV</b> | <b>TITLE OF PLAN OR DOCUMENT</b>  | <b>DATE.</b> |
| Letter<br>06/10/2022   |            | Letter 06/10/2022 – Project 21034 | 06/10/2022   |

*(Reason: To ensure that the development is undertaken in accordance with the submitted plans and documents as amended)*

**3. Documentation Inconsistency**

In the event of any inconsistency between the conditions of this Notice of Determination, the drawings and any accompanying documentation referred to above, the conditions of this Notice of Determination prevail, to the extent of the inconsistency.

*(Reason: To ensure that the development is undertaken in accordance with the submitted plans and documents as amended)*

**4. Limits to Development Consent**

Alterations to, and demolition of, the existing building fabric and ‘site’ ‘works’ must be limited to that documented on the approved plans and amended by the conditions referenced by this Notice of Determination. *(Reason: To ensure compliance with the approved development)*

**5. Compliance with Disability Discrimination Act 1992**

This approval does not protect or guarantee against a possible claim of discrimination (intentional or unintentional) under the *Disability Discrimination Act*

1992, and the person having the benefit of this Notice of Determination is advised to investigate their liability under this Act.

**Note:** *Disability (Access to Premises - Buildings) Standards 2010.*

*(Reason: To inform of relevant access requirements for persons with a disability.)*

## **SECTION B: PRESCRIBED CONDITIONS IMPOSED UNDER EP&A ACT, THE REGULATION, AND OTHER RELEVANT LEGISLATION**

### **6. Building Code of Australia Compliance**

All building work must be carried out in accordance with the provisions of the National Construction Code Series (NCC).

*(Reason: Prescribed by sl. 69 of 'the Regulation')*

### **7. Home Building Act Requirements**

Residential building work within the meaning of the *Home Building Act 1989* must not be carried out unless the '*Principal Certifier*' for the development to which the work relates (not being '*Council*') has given '*Council*' written notice of the following information:

- a) in the case of work for which a '*Principal Contractor*' is required to be appointed:
  - i. the name and licence number of the '*Principal Contractor*'; and
  - ii. the name of the insurer by which the work is insured under Part 6 of that Act, or
- b) in the case of work to be done by an owner-builder:
  - i. the name of the owner-builder; and
  - ii. if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

If arrangements for doing residential building work are changed while the work is in progress so that the information submitted to '*Council*' in accordance with this condition is out of date, work must not be carried out unless the '*Principal Certifier*' for the development to which the work relates has given '*Council*' written notice of the updated information.

**Note:** *A certificate of insurance that complies with the Home Building Act 1989 is in force in relation to that work in the name under which the person contracted to do the work is to be provided in relation to part 1a(ii).*

*(Reason: Prescribed by cl. 71 &69 of 'the Regulation')*

### **8. Construction Certificate Requirements**

Building work, demolition or excavation in accordance with the Notice of Determination must not be commenced until a Construction Certificate required by s.6.3 of '*the Act*' for the relevant part of the works has been issued in accordance with the provisions of '*the Act*' and '*the Regulation*'.

*(Reason: Statutory; To ensure appropriate safeguarding measures are in place prior to the commencement of any building work, demolition or excavation)*

### **9. Issue of a Construction Certificate**

In accordance with cl.19 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*, the plans and specifications submitted with a Construction Certificate must not be inconsistent with this Notice of Determination.

*(Reason: Prescribed by legislation)*

**10. Occupation Certificate Requirements**

A person must not commence occupation or use of the whole or any part of a new building (new building includes an altered portion of, or an extension to, an existing building) unless an Occupation Certificate required by s.6.3 of 'the Act' for the relevant part of the works has been issued in accordance with the provisions of 'the Act' and 'the Regulation'.

*(Reason: Prescribed by legislation)*

**11. Issue of a Subdivision Works Certificate Requirements**

In accordance with cl.148F of the *Environmental Planning and Assessment Regulation 2000*, the plans and specifications submitted with a Subdivision Works Certificate must not be inconsistent with this Notice of Determination.

*(Reason: Prescribed by legislation)*

**12. Critical Stage Inspections**

Building work must be inspected by the 'Principal Certifier' at the critical stage occasions prescribed by 'the Act', 'the Regulation' and as directed by the appointed 'Principal Certifier'.

Critical stage inspections are defined as: -

- a) after excavation for, and prior to the placement of any footings; and
- b) prior to pouring any in-situ reinforced concrete building element; and
- c) prior to covering of the framework for any floor, wall, roof or other building element; and
- d) prior to covering waterproofing in any wet areas; and
- e) prior to covering any stormwater drainage connections; and
- f) after the building work has been completed and prior to any Occupation Certificate being issued in relation to the building.

*(Reason: Prescribed by legislation)*

**SECTION C: TO THE SATISFACTION OF COUNCIL PRIOR TO ISSUE OF A CONSTRUCTION CERTIFICATE****13. Fire Hydrants Minor Residential Developments**

Prior to the issue of any Construction Certificate, detailed plans and specifications shall be provided to the 'Certifier' and 'Council' to demonstrate compliance with *Fire and Rescue NSW (FRNSW) Fire hydrants for minor residential development - Fire Safety Guideline*.

This may include demonstrating the provision of vehicular access for FRNSW fire appliances and water to allow firefighting operations to be undertaken at the development.

Evidence of consultation with FRNSW is to be provided if flow rates required by Section 7.2.4 of the Fire Safety Guideline are not achieved.

*Note: This may require separate approvals under Section 68 of the Local Government Act and Section 138 of the Roads Act for the extension of Councils mains water supply where necessary.*

*(Reason: To ensure the provision of vehicular access and water for firefighting is provided to the development)*



**14. s.306 Compliance Certificate**

A s.306 Certificate of Compliance under Division 5 of Part 2 of Chapter 6 of the *Water Management Act 2000* must be obtained from 'Council' as the sewer and water authority prior to the issue of any Construction Certificate.

**Note:** *s.64 of the Local Government Act 1993 authorises 'Council' to issue Certificates of Compliance under s.306 of the Water Management Act 2000 and to impose pre-conditions to the issuing of Certificates of Compliance.*

*To obtain a s.306, a s.305 application must be lodged with 'Council'.*

**(Reason:** *To retain a level of service for the existing population and to provide the same level of service to the population resulting from new developments)*

**15. Damage to Public Infrastructure**

A dilapidation survey and report (including photographic record) must be prepared by a suitably qualified consultant/person which details the pre-developed condition of the existing public infrastructure in the vicinity of the development 'site'. Attention must be paid to accurately recording any pre-development damage so that 'Council' is informed when assessing any future damage to public infrastructure caused as a result of the development. The dilapidation survey and report must be submitted to, and approved in writing by 'Council' prior to the issue of any Construction Certificate.

The person entitled to act upon this Notice of Determination will be held liable for all damage to public infrastructure in the vicinity of the development 'site' where such damage is not accurately recorded and demonstrated as pre-existing under documentation provided by this condition.

**Note:** *Vicinity is defined as all public infrastructure immediately adjacent to the 'site' (full road reserve width) and to a distance of 20m beyond the 'site' boundaries.*

**(Reason:** *To record the condition of public infrastructure prior to the commencement of construction to the consent authority's satisfaction)*

**SECTION D: SUBSIDIARY MATTERS TO BE COMPLETED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE****16. Long Service Levy Payments**

The payment of a long service levy as required under Part 5 of the *Building and Construction Industry Long Service Payments Act 1986*, is required, proof that the levy has been paid, is to be submitted to 'Council' prior to the issue of any Construction Certificate. 'Council' acts as an agent for the Long Services Payment Corporation and the levy may be paid at 'Council' office.

**(Reason:** *Statutory requirement)*

**17. Landscaping Maintenance Plan**

A detailed landscaping maintenance plan must be prepared in consultation with 'Council' that provides for the care, nurturing and maintenance of all landscaping 'works' that will revert to the care and control of 'Council'. The plan must address short to long-term maintenance issues such as, but not limited to plant survival, irrigation, soil testing, weeding, staking, fertilizing, remedial pruning, mowing frequency and plant replacement.

Documentation demonstrating compliance with the requirements of this condition must be submitted to, and approved by the 'Certifier' prior to the issue of any Construction Certificate.

*(Reason: To ensure that all landscaping will be given the opportunity to fully establish and flourish)*

**18. Sediment and Erosion Control**

Where construction or excavation activity requires the disturbance of the soil surface or existing vegetation, erosion and sediment control techniques, as a minimum, are to be in accordance with the publication *Managing Urban Stormwater: Soils & Construction (latest edition, Landcom, 2004)* commonly referred to as the “Blue Book”

A sediment and erosion control plan must be prepared that is consistent with the Blue Book and include:

- a) all details of drainage to protect and drain the site during the construction processes;
- b) all required sediment control devices, barriers and the like;
- c) sedimentation tanks, ponds or the like;
- d) covering materials and methods;
- e) a schedule and programme of the sequence of the sediment and erosion control works or devices to be installed and their ongoing maintenance and inspection; and
- f) methods for the temporary and controlled disposal of stormwater during construction.

Details demonstrating compliance with this condition must be submitted to, and approved by the ‘Certifier’ prior to the issue of any Construction Certificate.

*(Reason: To protect the environment from the effects of sedimentation and erosion from development sites)*

**19. Underground Electricity**

The development must be serviced by underground electrical distributions mains supply and network to the entire development. Documentary evidence demonstrating compliance with this condition is to be submitted to the ‘Certifier’ prior to the issue of any Construction Certificate.

*(Reason: To ensure adequate electricity service is provided to the development)*

**20. Electricity Substation**

Any required electricity substation must be located within the boundaries of the ‘site’ and covered by an appropriate s.88B instrument or easement under the *Conveyancing Act 1919*.

Documentation demonstrating compliance with this condition must be submitted to, and approved by the ‘Certifier’ prior to the issue of any Construction Certificate.

*(Reason: To ensure adequate provisions are made for utility infrastructure)*

**21. s.7.11 Contributions**

Prior to the issue of a Construction Certificate the person having the benefit of this Notice of Determination must pay the following contributions to ‘Council’ for:

|                                       |             |
|---------------------------------------|-------------|
| Community facilities                  | \$24,974.34 |
| Open space and recreation facilities  | \$63,089.36 |
| Roads and active transport facilities | \$79,833.12 |
| Plan administration and management    | \$2,508.03  |

The total contribution payable to Council under this condition for 29 additional dwellings is \$170,404.85 as calculated at the date of this consent, in accordance with the Goulburn Mulwaree Local Infrastructure Contributions Plan 2021.

The total amount payable may be adjusted at the time the payment is made, in accordance with the provisions of the plan.

Documentation as issued by 'Council' demonstrating that the contribution has been paid must be submitted to, and approved by the 'Certifier' prior to the issue of a Construction Certificate.

**Note:** *Copies of the Contributions Plans can be downloaded from 'Council's' website.*

*Payment is to be accompanied by the attached sheet entitled "Summary of Charges". If payment is by personal or company cheque the plans subject to this approval will not be available for collection until such time as the cheque has been honoured (i.e. a minimum of 10 days).*

**(Reason:** *To retain a level of service for the existing population and to provide the same level of service to the population resulting from new development)*

## **22. Rainwater Tanks**

Rainwater tanks with a minimum capacity of 2000 litres must be provided for each dwelling to collect all rainwater runoff from the development, the rainwater tank must be plumbed to service all toilets, laundry facilities, hot water services and the external taps. If the 'site' is on bush fire prone land the tank(s) must be non-combustible.

Detailed plans demonstrating compliance with the above requirements must be submitted to, and approved by, the 'Certifier' prior to the issue of any Construction Certificate.

**(Reason:** *To ensure the development is water efficient and environmentally considerate)*

## **23. Basix Commitments**

Under clause 75 of 'the Regulation' the commitments listed in each relevant BASIX Certificate for the development must be fulfilled. Details and plans demonstrating compliance with these requirements must be submitted to, and approved by the 'Certifier' prior to the issue of any Construction Certificate.

In this condition:

- a) relevant BASIX Certificate means:
  - i. a BASIX Certificate that was applicable to the development when this development consent was granted (or, if the development consent is modified under section 4.55 of the Act, a BASIX Certificate that is applicable to the development when this development consent is modified); or
  - ii. if a replacement BASIX Certificate accompanies any subsequent application for a Construction Certificate, the replacement BASIX Certificate; and
- b) BASIX Certificate has the same meaning as defined under 'the Regulation'

**(Reason:** *To ensure the proposed development will meet the Government's requirements for sustainability and statutory requirements)*

## **24. Garbage and Recycling Facilities**

Adequate provision must be made for the storage of waste and recyclable material

generated by the development. Plans and specifications which comply with this condition must be submitted to the 'Certifier' for approval prior to the issue of any Construction Certificate.

The development must include as a minimum five 1100 litre rubbish tubs and eight 1100 litre recycling mobile garbage bins. All bins must be stored within the dedicated bin storage buildings located adjacent to Goulburn Street as shown on the approved plans.

The 'Certifier' must ensure that the building plans and specifications submitted, referenced on and accompanying the issued Construction Certificate, fully satisfy the requirements of this condition.

*(Reason: To ensure the provision of appropriate waste storage facilities and to ensure efficient collection of waste by waste contractors)*

## **25. Boundary Alignment Levels**

Except where otherwise approved by 'Council', the property boundary alignment levels must match the levels which existed prior to the commencement of 'works'. Plans and specifications which accurately document existing and proposed levels adjacent to the 'site' boundaries in compliance with this condition must be submitted to the 'Certifier' for approval prior to the issue of any Construction Certificate.

*(Reason: To ensure interface between individual properties and/or public land remains uniform)*

## **26. Asbestos and Hazardous Material Survey**

In relation to the demolition or alteration of the existing building (or part of a building) on the 'site':

- a) a report prepared by an appropriately qualified person (such as an Occupational Hygienist or Environmental Consultant) must be submitted to the 'Certifier' with the Construction Certificate application, detailing whether asbestos or hazardous materials exist on the 'site' that will be or likely to be affected by the proposed works and if they exist on 'site' their location and quantity.

*Note: Hazardous materials include but shall not be limited to lead in paints, ceiling dust, glass fibre insulation and asbestos based products.*

*If no hazardous materials are identified, the works may proceed in accordance with AS.2601 and the following conditions, including dust control and SafeWork NSW requirements.*

- b) should any hazardous materials be identified as per item (a), a Work Plan must be submitted to the Certifying Authority with the Construction Certificate application and must be set out in accordance with AS.2601 – Demolition of Buildings. The report shall contain details regarding:
  - i. the type of hazardous material;
  - ii. the level or measurement of the hazardous material in comparison to National Guidelines;
  - iii. proposed methods of containment;
  - iv. proposed methods of disposal; and
  - v. details of signage to be provided on the site to comply with the provisions of the *Work Health and Safety Regulation 2017* to ensure persons are warned, by the use of signs, labels or other similar measures, of the presence of asbestos or asbestos-containing material in a place at which construction work is being carried out.
- c) where unacceptably high levels of lead are found in a premises to be demolished soil samples from 'site' are to be tested by a NATA Registered laboratory before and after demolition and submitted to 'Council'. This will determine whether remediation of the 'site' is necessary.

- d) the demolition must be undertaken in accordance with AS.2601.
- e) any works involving asbestos based products must be undertaken in accordance with the requirements of the SafeWork NSW in relation to removal, handling and disposing of material, and the Work Safe Australia Asbestos Code of Practice. (Refer to the information publications provided in your approvals package for more specific information).
- f) all work involving lead removal must not cause lead contamination of air or ground, and the Work Plan submitted must comply with the requirements of AS.4361.2-1998 : *Guide to lead paint management - Residential and commercial buildings*. Particular attention must be given to the control of dust levels on the 'site'.

Details demonstrating compliance with these requirements must be submitted to, and approved by the 'Certifier' prior to the issue of any Construction Certificate.

*(Reason: To ensure the long-term health of workers on site and occupants of the building is not put at risk unnecessarily)*

## SECTION E: PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION, BUILDING OR SUBDIVISION WORKS

### 27. Prior to Commencement

'Works' must not commence on 'site' in connection with this Notice of Determination until:

- a) a Construction Certificate (where required) for the building work has been issued by:
  - i. the consent authority; or
  - ii. an 'Accredited Certifier'; and
- b) the person having the benefit of the development consent has:
  - i. appointed a 'Principal Certifier' for the building work, and
  - ii. notified the 'Principal Certifier' that the person will carry out the building work as an owner-builder, if that is the case, and
- c) the 'Principal Certifier' has, no later than two (2) days before the building work commences:
  - i. notified the 'Council' of his or her appointment, and
  - ii. notified the person having the benefit of the development consent of any critical stage inspections and other inspections that are to be carried out in respect of the building work, and
- d) the person having the benefit of this Notice of Determination, if not carrying out the work as an owner builder, has:
  - i. appointed a 'Principal Contractor' for the building work who must be the holder of a contractor licence if any residential building work is involved, and
  - ii. notified the 'Principal Certifier' of such appointment, and
  - iii. unless that person is the 'Principal Contractor' notified the 'Principal Contractor' of any critical stage inspections and other inspections that are to be carried out in respect of the building work, and
- e) the person having the benefit of this Notice of Determination has given at least two (2) days' notice to the 'Council' of the person's intention to commence building work.

Documentary evidence confirming the above statutory requirements have been satisfied must be submitted to 'Council' not less than two (2) days before any commencement of 'works'.

*(Reason: Statutory; to ensure appropriate safeguarding measures are in place prior to the commencement of any building work, demolition or excavation)*

### 28. Temporary Site Fences

A temporary timber hoarding or temporary construction 'site' fence must be erected between the work 'site' and adjoining lands before any commencement of works and must be maintained and be kept in place until after the completion of the works if the works:

- a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
- b) could cause damage to adjoining lands by falling objects, or
- c) involve the enclosure of a public place or part of a public place.

The installation is to be confirmed by the 'Principal Certifier' prior to any further commencement of 'site' 'works'.

*(Reason: To ensure that the safety of the public is not compromised)*

### **29. Damage Bond General**

A public infrastructure damage deposit of \$15,000 must be paid to 'Council'.

The damage bond will only be eligible for refund upon satisfactory completion of all 'works' and following the issue of the final Occupation Certificate. All costs associated with any reinstatement works required to be carried out by 'Council' to rectify any damage caused by the 'works', shall be deducted from the damage deposit.

Documentation demonstrating compliance with this condition must be submitted to, and approved by the 'Private Certifier' prior works commencing on site.

*Note: A bond administration fees applies to the lodgement of this bond. Bond values and administration fees are calculated at time of actual lodgement in accordance with Council's adopted Fees and Charges and may differ from the above.*

*All required damage to Council property, however caused, by undertaking the 'works' must be reinstated on a like for like basis and in accordance with 'Council's' engineering standards prevailing at the time to the satisfaction of 'Council' as the roads authority and prior to the issue of an Occupation Certificate.*

*(Reason: Protection of Council infrastructure and to ensure any damage to public infrastructure is rectified)*

### **30. Sediment and Erosion Control**

All required erosion and sedimentation techniques must be properly installed prior to the commencement of any 'site' 'works' and be maintained in a functional and effective condition throughout the construction activities until the 'site' is stabilised.

The installation is to be approved by the 'Principal Certifier' prior to further commencement of 'site' 'works'.

*(Reason: To protect the environment from the effects of sedimentation and erosion from development sites)*

### **31. Stabilised Access**

Unless an existing stabilised 'site' access is utilised, stabilised access to the 'site' consisting of at least 200mm of aggregate at 30–60mm in size, be a minimum of three (3)m in width and must be provided from the road edge to the front of the building being constructed. The stabilised access must be fully maintained and removed from the 'site' when a permanent driveway has been constructed.

The installation is to be approved by the 'Principal Certifier' prior to any further commencement of 'site' 'works'.

*(Reason: To protect the environment from the effects of sedimentation and erosion from development sites)*

### 32. Site Facilities

**'Site' facilities must be provided as follow;**

- a) if the development involves building work or demolition work the **'site'** must be fully enclosed by a temporary security fence (or hoarding) before **'works'** commence. Any such hoarding or fence is to be removed when the **'works'** have been completed;
- b) a minimum width of 1.5m must be provided between the **'site'** and the edge of the roadway so as to facilitate the safe movement of pedestrians. If trees are present in the footpath the minimum width must be provided to one side of the trees;
- c) a garbage receptacle fitted with a tight-fitting windproof lid for the reception of all putrescible and all waste capable of being windblown from the work **'site'** must be provided prior to **'works'** commencing and must be maintained and serviced for the duration of the **'works'**; and
- d) adequate toilet facilities must be provided on the work **'site'**. Each toilet provided must be a standard flushing toilet, connected to a public sewer, or if connection to a public sewer is not available, to an on-site effluent disposal system approved by the **'Council'**, or an approved temporary chemical closet. The provision of toilet facilities must be completed before any other **'works'** are commenced.

The installation of the site facilities must be approved by the **'Principal Certifier'** prior to any further commencement of **'site'** **'works'** and prior to the first inspection.

**(Reason: To ensure the health and safety of the community and workers on the site)**

### 33. Site Sign

A sign must be erected in a prominent position on any **'site'** on which work involved in the erection or demolition of a building is being carried out:

- a) stating that unauthorised entry to the **'site'** is prohibited;
- b) showing the name of the **'Principal Contractor'** (or person in charge of the **'site'**), and a telephone number at which that person may be contacted at any time for business purposes and outside working hours; and
- c) showing the name, address and telephone number of the **'Principal Certifier'** for the work.

Any such sign must be maintained while the **'works'** are being carried out and must be removed when the **'works'** have been completed.

The installation is to be approved by the **'Principal Certifier'** prior to any further commencement of **'site'** **'works'**.

**(Reason: Statutory requirement)**

### 34. Water Meter

A water meter as issued and installed by Goulburn Mulwaree Council Utilities department must be connected to the town's reticulated water supply prior to any commencement.

The installation is to be confirmed by the **'Principal Certifier'** prior to any further commencement of **'site'** **'works'**.

**(Reason: To ensure an adequate supply of potable water is provided to the site)**

### 35. Parking Restrictions

Existing public parking provisions in the vicinity of the **'site'** must be maintained at all times during works. The placement of any barriers, traffic cones, obstructions or

other device in the road shoulder or kerbside lane is strictly prohibited without the prior written consent of 'Council'. Changes to existing public parking facilities/restrictions must be approved by the 'Council's Traffic Committee. The person having the benefit of this Notice of Determination will be held responsible for any breaches of this condition and will incur any fines associated with enforcement by 'Council' regulatory officers.

*(Reason: To ensure that existing kerbside parking provisions are not compromised during works)*

## **SECTION F: CONDITIONS TO BE COMPLIED WITH DURING DEMOLITION, BUILDING OR SUBDIVISION WORKS**

### **36. No Changes to Openings**

The windows / doors / fenestration must not be enlarged or relocated on any elevation of the development. The use of rooms served by windows must not be altered from that detailed on the approved plans.

*(Reason: To ensure compliance with the terms of this Notice of Determination)*

### **37. No Removal of Trees on Public Property**

Trees on public property (footpaths, roads, reserves, etc.) unless specifically approved in this Notice of Determination must not be removed or damaged during the 'works' including for the erection of any fences, hoardings or other temporary 'works'.

*(Reason: Protection of existing environmental infrastructure and community assets)*

### **38. Dust Emissions and Air Quality**

Any person acting on this Notice of Determination must ensure that:-

- a) materials must not be burnt on the 'site';
- b) vehicles entering and leaving the 'site' with soil or fill material must be covered;
- c) dust suppression measures as required must be carried out throughout the undertaking of the 'works' to minimise wind-borne emissions;
- d) exposed surfaces and stockpiles are suppressed by regular watering or hydro mulching;
- e) odour suppression measures must be carried out where appropriate so as to prevent nuisance occurring at adjoining properties;
- f) public roads used by these trucks are kept clean; and
- g) land stabilisation works are carried out progressively on site to minimise exposed surfaces.

*(Reason: To protect the environment and the amenity of the surrounding area)*

### **39. Dust Emissions and Air Quality**

Any removal of contaminated solids from the 'site' must comply with applicable laws for the transportation, treatment and disposal of waste materials. Waste materials must not be disposed of on land without:

- a) permission of the landowner;
- b) development consent from the relevant local Council (if required);
- c) an environment protection licence from the NSW Environment Protection Authority; and
- d) compliance with the provisions of the Protection of the Environment and Operations Act.

All records demonstrating the lawful disposal of waste must be retained and kept readily accessible for inspection by 'Council' and any other government agency.



*(Reason: To protect the environment from contaminated material from development sites)*

#### **40. Use of Road Reserve**

All 'works', processes, storage of materials, loading and unloading associated with the development must occur entirely within the property. Equipment must not be operated on the footpath or roadway, unless prior written approval has been obtained from 'Council' as the Roads Authority.

*Note: Works and /or activities required to be undertaken within the road reserve are controlled through the issue of an approval/permit under s.138 Roads Act 1993.*

*(Reason: To ensure public safety and amenity on public land)*

#### **41. Construction Hours**

All 'works' must be restricted to within the hours of 7.00 am to 6.00 pm Monday to Friday and on Saturday to within the hours of 8.00 am to 1.00 pm inclusive, with no work on Sundays and Public Holidays.

Demolition and excavation works must be restricted to within the hours of 8.00 am to 5.00 pm Monday to Friday only.

All builders, excavators must display, on-site, their twenty-four (24) hour contact telephone number, which is to be clearly visible and legible from any public place adjoining the site.

*Note: Demolition work means any physical activity to tear down or break up a structure (or part thereof) or surface, or the like, and includes the loading of demolition waste and the unloading of plant or machinery.*

*Excavation work means the use of any excavation machinery and the use of jackhammers, rock breakers, excavators, loaders, or the like, regardless of whether the activities disturb or alter the natural state of the existing ground stratum or are breaking up/removing materials from the site and includes the unloading of plant or machinery associated with excavation work.*

*(Reason: To ensure that works do not interfere with reasonable amenity expectations of residents and the community)*

#### **42. Demolition and Removal of Buildings**

Any person acting on this Notice of Determination must ensure that: -

- a) demolition must be carried out in accordance with AS.2601–1991, *Demolition of structures*.
- b) demolition materials shall not be burnt or buried on the work site.
- c) a person having the benefit of this certificate must ensure that all vehicles leaving the work site carrying demolition materials have their loads covered and do not track soil or waste material onto the road.
- d) if demolition work obstructs or inconveniences pedestrians or vehicular traffic on an adjoining public road or reserve, a separate application must be made to 'Council' to enclose the public place with a hoarding or fence.
- e) erosion and sediment controls be provided in accordance with the details shown on the approved plans, prior to the disturbance of any soil on the 'site' and must be maintained in a functional condition throughout the construction activities until the 'site' is fully stabilised.
- f) the 'site' must be left free of waste and debris when 'works' have been completed.

*(Reason: To ensure that work is undertaken in a professional and responsible manner and to protect adjoining property and persons from potential damage)*

#### **43. Unexpected Finds Protocol – Aboriginal Heritage**

In the event that surface disturbance identifies a new Aboriginal object, all ‘works’ on ‘site’ must halt in the immediate area and to an outer radius of no less than twenty meters to prevent any further impacts of the object(s). A suitably qualified archaeologist and the registered Aboriginal Land Council representatives must be contacted to determine the significance of the object(s). The ‘site’ if required is to be registered in the Aboriginal Heritage Information Management System (AHIMS) along with the management outcome for the ‘site’.

The person having the benefit of this Notice of Determination must consult with the Aboriginal land Council community representatives, the archaeologist and Heritage NSW to develop and implement management strategies for all objects/sites. ‘Works’ must only recommence with the written approval of Heritage NSW and only after a copy of that approval has been forwarded to the ‘Certifier’ and ‘Council’.

*(Reason: To ensure the correct preservation and respect of aboriginal heritage)*

#### **44. Plumbing and Drainage Work**

In accordance with the *Plumbing and Drainage Act 2011*, a plumbing and drainage Notice of Work must be completed and returned to ‘Council’ for its records, no later than two (2) business days before the work concerned is undertaken. The Notice of Work is to identify what plumbing and drainage work is to be carried out and must provide the details of the particular plumber/drainer.

*(Reason: To ensure compliance with the statutory requirements)*

#### **45. Sanitary Drainage Inspections**

All sanitary drainage, plumbing and backflow prevention is to be carried out in accordance with AS.3500 and the *Plumbing and Drainage Act 2011*. The following stages of construction are to be inspected by ‘Council’ as the Water and Sewer Authority.

- Plumbing and Drainage before backfilling.
- Pressure testing or waterpipes within the building prior to fixing of linings.
- Final inspection of water plumbing and sewer drainage.

Inspections can be booked in person at Customer Service or by phone on 02 4823 4444. Please note inspection fees apply and a minimum 48 hours’ notice is required.

*(Reason: To ensure compliance with the statutory requirements)*

#### **46. Waste Derived Fill and Material**

The only waste derived fill material that may be received at the development ‘site’ is:

- a) Virgin excavated natural material (VENM) within the meaning of the *Protection of the Environment Operations Act 1997*; and
- b) Any other waste derived material the subject of a resource recovery exemption under clauses 91 & 92 of the *Protection of the Environment Operations (Waste) Regulation 2014* that is permitted to be used as fill material.

Any waste derived material the subject of a resource recovery exemption received at the development ‘site’ must be accompanied by documentation as to the material’s compliance with the exemption conditions and must be provided to the ‘Principal Certifier’.

*(Reason: To ensure that imported fill that is of an acceptable standard for environmental protection purposes)*

#### **47. Earthworks**

Any earthworks (including any structural support or other related structure for the purposes of the development) must: -

- a) not cause a danger to life or property or damage to any adjoining building or structure on the lot or to any building or structure on any adjoining lot;
- b) not redirect the flow of any surface or ground water or cause sediment to be transported onto an adjoining property;
- c) in the first instance be reused on 'site';
- d) ensure that any fill brought to the 'site' contains only virgin excavated natural material (VENM) as defined in Part 3 of Schedule 1 to the *Protection of the Environment Operations Act 1997* or any other waste-derived material the subject of a resource recovery exemption;
- e) ensure that any excavated soil to be removed from the 'site' is be disposed of in accordance with any requirements under the *Protection of the Environment Operations (Waste) Regulation 2005*;
- f) ensure that documentation verifying the lawful disposal of all waste is to be kept by the applicant and provided to 'Council' on request.
- g) not permit fill to change existing ground levels at the property boundary. Cutting and filling is to be restricted to that shown on the approved plans. Any further cutting or filling will require separate approval.
- h) ensure that any excavation is carried out in accordance with *Excavation Work: Code of Practice (ISBN 978-0-642-785442)*, published in October 2013 by Safe Work Australia.

*(Reason: To ensure structural safety and to ensure excavation and fill are handled correctly)*

## SECTION G: CONDITIONS TO BE COMPLIED WITH PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE

### 48. Compliance with Conditions of Consent

Prior to the issue of any Occupation Certificate the person having the benefit of this Notice of Determination must demonstrate to the 'Principal Certifier' that all conditions required to be complied with, either at or before the occupation stage, including conditions identified as at all times have been complied with. An Occupation Certificate must not be issued where the development undertaken is in breach of this Notice of Determination.

*(Reason: To ensure compliance with the terms of this Notice of Determination)*

### 49. Thoroughfare Street Upgrade

Prior to the issue of any Occupation Certificate, any upgrade required to Thoroughfare Street must be completed and signed-off in writing by 'Council'.

*(Reason: To ensure access to Marulan Train Station is provided)*

### 50. Telecommunication Services

Prior to the issue of any Occupation Certificate, a letter of practical completion from the telecommunications infrastructure provider (i.e. NBN) must be provided to Council confirming that arrangements have been made for the provision of underground telecommunications to each dwelling.

*(Reason: Provision of telecommunication facilities in a manner that facilitates the future underground provision of cable services)*

### 51. House Numbering

The person acting upon this Notice of Determination must apply to 'Council' and receive written confirmation of the allocated street address(es) or house number(s) for the completed project. These are the numbers that will be recorded in 'Council'

records and must be permanently displayed at the property in accordance with the provisions of AS/NZS.4819:2003 – Geographic information – Rural and urban addressing.

Details demonstrating compliance with this condition must be submitted to the 'Principal Certifier' prior to the issue of any Occupation Certificate.

*(Reason: To ensure that Council records are accurate, and that house numbering complies with the requirements of the Australian Standards. Proper house numbering also assists emergency services in readily locating properties)*

#### **52. Way-Finding Signage**

Prior to the issue of any Occupation Certificate way-finding signage must be installed throughout the 'site' that provides clear and visible directional signage to the dwelling from the public road entrance.

Details demonstrating compliance with this condition must be submitted to the 'Principal Certifier' prior to the issue of any Occupation Certificate.

*(Reason: To ensure the public and emergency services can properly access the site)*

#### **53. Identification of Non-Potable Water**

Prior to the issue of any Occupation Certificate signage in accordance with AS.3500.1 must be installed to all taps that are supplied by the rainwater tank where mains reticulated water supply is provided to the 'site'.

*(Reason: To ensure non-reticulated water supplies are identified)*

#### **54. Landscaping to Front of Building**

All disturbed and unvegetated areas of land between the front of the building line and the front property boundary must be fully landscaped with plantings to prevent soil erosion and migration prior to the release of any Occupation Certificate.

*(Reason: To preserve the amenity of the streetscape and to prevent pollution of the environment)*

#### **55. Vehicle Access to Dwelling**

Prior to the issue of any Occupation Certificate vehicle access to the proposed dwellings must be fully constructed with a sealed surface.

Details demonstrating compliance with this condition must be submitted to the 'Principal Certifier' prior to the issue of any Occupation Certificate.

*(Reason: To provide suitable vehicle access)*

#### **56. Infrastructure Repair Prior to Completion of Works**

The person having the benefit of this Notice of Determination must fully complete all required 'works' -

- a) to any footpath, verge, nature strip, road, kerb and guttering, driveway crossover, stormwater and utilities infrastructure within the road reserve;
- b) must repair all damage caused by the 'works' to any damaged public infrastructure caused as a result of any works relating to the development (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concrete vehicles) must be fully repaired; and
- c) all damage must be made good in accordance with 'Council's' engineering standards and at no cost to 'Council'

Documentary evidence from 'Council' as the roads authority confirming that this

condition has been satisfied must be provided to the *'Principal Certifier'* Prior to the issue of any Occupation Certificate.

*(Reason: To ensure any damage to public infrastructure is rectified)*

#### **57. Water Management Act**

A Compliance Certificate issued under s.307 of the *Water Management Act 2000* must be obtained from the Utilities Division of *'Council'* prior to the release of any Occupation Certificate.

Documentary evidence issued by *'Council'* confirming that the final inspection was satisfactory must be provided to the *'Principal Certifier'* prior to the issue of any Occupation Certificate.

*(Reason: To ensure compliance with the statutory requirements)*

#### **58. Boundary Fencing**

Prior to the issue of any Occupation Certificate, 1.8m hardwood lapped and capped fencing must be provided to the property boundary. The fence must be tapered down at 45 degrees to 1.2m forward of the front building line.

*(Reason: To ensure consistency with adjoining approved fencing and to improve amenity in the neighbourhood)*

#### **59. Domestic Works as Executed Plans**

A scaled works as executed plan drawn on *'Council's'* approved template detailing the layout and location of the sewer and stormwater pipe work must be submitted to *'Council'*.

Documentary evidence from *'Council'* as the roads authority confirming that this condition has been satisfied must be provided to the *'Principal Certifier'* Prior to the issue of any Occupation Certificate.

*(Reason: Prescribed – Statutory)*

#### **60. Access**

Prior to the issue of any Occupation Certificate a suitably qualified person shall certify in writing to the *"Certifier"* that the access requirements outlined in Access Assessment Report have been provided.

*(Reason: To ensure the development is consistent with the requirements of the approval)*

#### **61. Lighting and Electrical**

Prior to the issue of any Occupation Certificate a suitably qualified person shall certify in writing to the *"Certifier"* that the electrical services to dwellings and lighting to the communal spaces have been installed as approved.

*(Reason: To ensure the development is consistent with the requirements of the approval)*

#### **62. Plumbing and Drainage Finalisation**

A final inspection of water plumbing and sewer drainage must be conducted by *'Council'* as the Water and Sewer Authority.

Documentary evidence issued by *'Council'* confirming that the final inspection was satisfactory must be provided to the *'Principal Certifier'* prior to the issue of any Occupation Certificate.

*(Reason: To ensure compliance with the statutory requirements)*

**63. Certificate of Compliance**

A Compliance Certificate and a sewer service drainage diagram as issued by the plumber who submitted the Notice of Work must be issued to 'Council' prior to the release of any Occupation Certificate.

Documentary evidence confirming that the above requirements have been fulfilled must be provided to the 'Principal Certifier' prior to the issuing of any Occupation Certificate.

*(Reason: To ensure compliance with the statutory requirements)*

**64. Easements, Rights of Way and Restrictions as to User**

All easements, rights-of-way, right-of-carriageway, and restrictions-as-to-user as indicated on the plans, together with the following additional easements/rights-of-way/restrictions, naming Goulburn Mulwaree Council as the sole authority empowered to release or modify the same are to be prepared for registration on the title of the relevant Lots must be submitted to and approved in writing by 'Council' prior to the issue of any Occupation Certificate:

- a) The on-site stormwater detention system and infrastructure will be adequately managed and repaired to ensure the system is fully operational at all times; and
- b) All stormwater must be discharged via the on-site detention and treatment devices.

Documentary evidence in the form of an endorsed instrument for registration by 'Council' under section 88 of the *Conveyancing Act 1919* must be provided to the 'Certifier' prior to the issue of any Subdivision Certificate.

*Note: Any reference to a plan must include the details of the title, author, drawing number, revision number and date of issue.*

*(Reason: To ensure proper management of land)*

**65. Site Consolidation**

The 'site' must be consolidated into one (1) Lot.

A copy of the registered deposited plan as issued by NSW LRS demonstrating compliance with the requirements of this condition must be submitted to, and approved by the 'Certifier' prior to the issue of any Occupation Certificate.

*(Reason: To ensure the use of the land as one allotment is legally recognised and to prevent separate dealings in the existing allotments after the use commences)*

**66. NBN Services**

Prior to the issue of the Occupation Certificate, a letter of practical completion from the telecommunications infrastructure provider (i.e. NBN) must be provided to 'Council' confirming that arrangements have been made for the provision of underground telecommunications to each dwelling in the development.

*(Reason: To ensure adequate servicing of the development)*

**SECTION H: CONDITIONS TO BE COMPLIED WITH AT ALL TIMES****67. Obstruction of Parking Areas**

At all times no parking spaces, loadings bays or vehicular access ways or access thereto must be restricted, constrained or enclosed by any form of structure such as fencing, bollards, chains or the like, without the prior consent from 'Council'.

*(Reason: To ensure that minimum dimensions for parking spaces are not*

*reduced and that vehicle manoeuvring is compliant with relevant standards)*

**68. Vehicle Egress Sign**

At all times appropriate sign(s) must be provided and maintained within the 'site' at the point(s) of vehicular egress to compel all vehicles to stop before proceeding onto the public way.

*(Reason: To ensure pedestrian safety)*

**69. No Illumination of Signage**

At all times no consent is given or implied for any form of illumination or floodlighting to any sign.

*(Reason: To ensure appropriate forms of signage that are consistent with the development controls and those that are desired for the locality)*

**70. Stormwater Disposal**

At all times, all stormwater from the development, including all hardstandings and overflows from rainwater tanks and raingardens must be collected and disposed of by way of properly constructed stormwater lines.

*(Reason: To ensure the suitable disposal of stormwater generated by the development)*

**71. Noise from Water Tanks**

At all times pumps used in association with rainwater water supplies must not to exceed the ambient noise level by more than 5dB(A) when measured at the 'site' boundary.

*(Reason: To ensure noise generated by equipment does not result in offensive noise)*

**72. Maintenance of Landscaping**

At all times the landscaped area of the approved 'works' is to be maintained in accordance with the approved landscape plan.

Any replacement plants required must be advanced in growth and be selected to maintain the anticipated mature height, canopy density and nature of those plant species as originally approved.

*(Reason: To ensure the visual amenity of the streetscape is maintained)*

**73. Use of Garage**

Access to and within the garage must at all times remain unobstructed to enable and facilitate the parking of a registered motor vehicle.

*(Reason: To ensure the development provides adequate on site car parking)*

**SECTION I: CONCURRENCE AGENCY CONDITIONS**

**74. Water NSW Concurrence**

Water NSW concurs with Council granting consent to the application, subject to the conditions within the concurrence letter dated 11 July 2023, which must be satisfied during the relevant stage of the development and prior to the issue of the Occupation Certificate (or at a time as otherwise stated in the condition).

*(Reason: To ensure the development has a neutral or beneficial effect on water quality)*

***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 OAM, Bob Kirk, Michael Prevedello, Steven Ruddell, Daniel Strickland, Jason Shepherd, Peter Walker and Andy Wood

Against: Nil

## **16.12 TENDER 2324T0003 GOULBURN RUG CONSTRUCTION - FITOUT PACKAGE**

### **RESOLUTION 2023/213**

**Moved: Cr Carol James OAM**

**Seconded: Cr Michael Prevedello**

- 1. The report from the Director Utilities on Tender 2324T0003 Goulburn RUG Construction – Fitout Package be received.**
- 2. The Tender from ARW Multigroup Pty Ltd is accepted for the Goulburn RUG Construction – Fitout Package Contract in accordance with the specification and documents for Tender 2324T0003 for the lump sum price of \$350,472.**
- 3. The Chief Executive Officer be given a delegated authority for variations up to 10% of the contract lump sum. This being \$35,047.20.**

**CARRIED**

## **16.13 TENDER 2223T0018 GOULBURN MULWAREE EMERGENCY OPERATIONS CENTRE**

### **RESOLUTION 2023/214**

**Moved: Cr Bob Kirk**

**Seconded: Cr Steven Ruddell**

**That:**

- 1. The report from the Business Manager Community Facilities on Tender 2223T0018 Goulburn Mulwaree Operations Centre be received.**
- 2. Council decline to accept any of the tenders submitted for the proposed contract for the Design and construction of the Goulburn Mulwaree Emergency Operations Centre and SES Building for the reasons set out in Confidential Attachment 2 to the subject report, under Clause 178.3 (a) of the Local Government (General) Regulation 2021.**
- 3. Council, under Clause 178.3 (e) of the Local Government (General) Regulation 2021 enter into negotiations with any person (whether or not the person was a tenderer) with a view to entering into a contract in relation to the subject matter of the tender;**
- 4. Council note the reasons for declining to invite tenders or fresh applications are: that doing so would not attract additional suitable service providers over and above those that have submitted a tender;**
- 5. The Chief Executive Officer be given delegated authority to award the contract after negotiations have been finalised.**

**CARRIED**



**16.14 TENDER 2223T0016 UPGRADE OF CARR CONFOY NETBALL COURT SURFACE AND LIGHTING AND MARULAN SOCCER FIELD LIGHTING****RESOLUTION 2023/215****Moved: Cr Michael Prevedello****Seconded: Cr Jason Shepherd****That:**

1. The report from the Business Manager Community Facilities on Tender 2223T0016 Upgrade of Carr Confoy Netball and Marulan Soccer be received.
2. The tender from ARW Multigroup is accepted in accordance with the specification and documents for Tender 2223T0016 Upgrade of Carr Confoy Netball and Marulan Soccer for the lump sum price of \$1,635,070.29 (GST Exclusive) for:
  - a) Resurfacing of the Carr Confoy Netball Courts
  - b) Upgrade the Carr Confoy Netball Court Lighting
  - c) Upgrade the Marulan Soccer Field Lighting
3. The Chief Executive Officer be given a delegated authority for variations up to 10%, \$163,507.03 (GST Exclusive).

**CARRIED****16.15 VP365887 BRAIDWOOD ROAD & CLINTON STREET AC PATCH WORKS****RESOLUTION 2023/216****Moved: Cr Andrew Banfield****Seconded: Cr Steven Ruddell****That:**

1. The report from the Contracts & Civil Works Coordinator on the VP365887 for Patch Works be received.
2. The Request for Quotation from Downer EDI Works Pty Ltd be accepted for the MR79 Segment 560, 570 & 590 AC Patch Works on Braidwood Road and Clinton Street, at a tender price of \$254,682.72 (GST inclusive) as outlined in the specification and documents in VP365887.
3. The Chief Executive Officer is authorised to approve variations of up to 10% \$25,468.27 (GST Inclusive) for this project.

**CARRIED**

**16.16 VP 368071 MOUNTAIN ASH RD - NATURAL DISASTER ROADSIDE EROSION REPAIRS AND RESTORATION PROJECT**

Cr Andrew Banfield declared an interest in this item and took no part in the discussion or voting on the matter. At 8:18 pm, Cr Andrew Banfield left the meeting.

**RESOLUTION 2023/217**

**Moved: Cr Daniel Strickland**

**Seconded: Cr Bob Kirk**

**That**

- 1. The report from the Business Manager Community Facilities on the Request for Quotation (RFQ) VP368071 Mountain Ash Rd Natural Disaster Restoration Works be received.**
- 2. The RFQ from Coopers Earthmoving and Haulage Pty Ltd for \$312,772.68 (Inclusive of GST) is accepted in accordance with the specifications and tender documents for Vendor Panel VP 368071.**
- 3. The Chief Executive Officer is authorised to approve variations of up to 10% of the contract amount being \$31,277.27.**

**CARRIED**

At 8:19 pm, Cr Andrew Banfield returned to the meeting.

**16.17 FLUORIDATION OF THE MARULAN TOWN WATER SUPPLY****RESOLUTION 2023/218**

**Moved: Cr Jason Shepherd**

**Seconded: Cr Daniel Strickland**

**That:**

- 1. The report from the Business Manager Water Operations and Director Utilities on the Fluoridation of the Marulan Town Water Supply be received.**
- 2. Council include fluoridation in the treatment process for the new Marulan Water Treatment Plant and obtain the required approvals for future operations.**

**CARRIED**

**16.18 TRIBE BREWERIES SECTION 64 DEVELOPER CHARGES ANNUAL REPORT****RESOLUTION 2023/219**

**Moved: Cr Bob Kirk**

**Seconded: Cr Andy Wood**

**That the report from the Director of Utilities on the Tribe Breweries Section 64 Developer Charges Annual Report be received.**

**CARRIED**

**16.19 SHIBETSU STUDENT EXCHANGE PROGRAM 2024**

**RESOLUTION 2023/220**

Moved: Cr Steven Ruddell  
 Seconded: Cr Carol James OAM

That

1. The report of the Director Corporate & Community Services on the Shibetsu Student Exchange Program 2024 be received.
2. Council endorses a visit to Shibetsu in July 2024 by students from High Schools within the Goulburn Mulwaree Council area and agree to provide \$1,250 financial support for up to seven students toward their travel expenses.
3. Council also agrees to provide each student with the equivalent of 2,500 yen (approximately \$32.00) per day to help cover expenses incurred by their host families in Shibetsu.
4. Council agrees to fund the travel and accommodation costs of a chaperone.
5. An expression of interest process be undertaken to select a chaperone for the exchange.
6. Discussions be held with representatives of the local high schools and an expression of interest process undertaken to select the students to join the program.
7. Interviews be conducted by a panel comprising the Mayor and Cr Carol James, the selected chaperone and the Director Corporate & Community Services to determine the successful applicants.

**CARRIED**

**16.20 2023/2024 LOCAL HERITAGE GRANT PROGRAM**

**RESOLUTION 2023/221**

Moved: Cr Carol James OAM  
 Seconded: Cr Jason Shepherd

That:

1. The report on the 2023/2024 Local Heritage Grant Program be received.
2. The following grant applicants be offered heritage funding in the amounts shown with conditions where relevant:

| Application | Address                  | Grant to be offered             |
|-------------|--------------------------|---------------------------------|
| 1/2023-2024 | 34 King Street, Bungonia | No<br>(Previous heritage grant) |
| 2/2023-2024 | 119 Bradley Street       | \$2,500                         |
| 3/2023-2024 | 118 Reynolds Street      | \$2,500                         |
| 4/2023-2024 | 26 Prince Street         | \$2,500                         |
| 5/2023-2024 | 42 Mulwaree Street       | \$2,500                         |
| 6/2023-2024 | 128 Addison Street       | \$2,500                         |
| 7/2023-2024 | 98 Clifford Street       | \$1,000                         |

|               |                                |                                 |
|---------------|--------------------------------|---------------------------------|
| 8/2023-2024   | 100 Clifford Street            | No                              |
| 9/2023-2024   | Windellama Road, Windellama    | No                              |
| 10/2023-2024  | 92 Bradley Street              | No<br>(Previous heritage grant) |
| 11/2023-2024  | 458 Auburn Street              | \$2,500                         |
| 12/2023-2024  | 219 Faithfull Street           | \$2,500                         |
| 13/2023-2024  | 115 Grafton Street             | \$2,500                         |
| 14/2023-2024  | 1114 Carrick Road, Carrick     | \$2,500                         |
| 15/2023-2024  | 8 Ben Street                   | No                              |
| 16/2023-2024  | 19 Marble Hill Road, Kingsdale | \$2,500                         |
| 17/2023-2024  | 128 Clifford Street            | No                              |
| 18/2023-2024  | 166 Bourke Street              | \$2,500                         |
| 19/2023-2024  | 63 Clinton Street              | No                              |
| 20/2023-2024  | 160 Bourke Street              | \$2,500                         |
| 21/2023-2024  | 550 Inverary Road, Bungonia    | \$1,000                         |
| 22/2023-2024  | 92 Coromandel Street           | \$1,000                         |
| 23/2023-2024  | 85 Bradley Street              | No - Late application           |
| <b>Totals</b> |                                | <b>\$33,000</b>                 |

**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 OAM, Bob Kirk, Michael Prevedello, Steven Ruddell, Daniel Strickland, Jason Shepherd, Peter Walker and Andy Wood

Against: Nil

**16.21 2023/2024 GOULBURN CENTRAL BUSINESS DISTRICT GRANTS**

Cr Daniel Strickland declared an interest in this item and took no part in the discussion or voting on the matter. At 8:28 pm, Cr Daniel Strickland left the meeting.

**RESOLUTION 2023/222**

**Moved: Cr Bob Kirk**  
**Seconded: Cr Michael Prevedello**

**That:**

1. The report on the 2023/2024 CBD Grants be received.
2. The following grant applications be offered funding in the amounts and conditions as shown:

| Application  | Location              | Offer \$2,272 Grant        |
|--------------|-----------------------|----------------------------|
| 1/2023-2024  | 95 Bourke Street      | No                         |
| 2/2023-2024  | 90-94 Auburn Street   | Yes                        |
| 3/2023-2024  | 96 Auburn Street      | Yes                        |
| 4/2023-2024  | 170 Sloane Street     | Yes                        |
| 5/2023-2024  | 19 Market Street      | No<br>(Previous CBD grant) |
| 6/2023-2024  | 61 Verner Street      | Yes                        |
| 7/2023-2024  | 129 Auburn Street     | No<br>(Withdrawn)          |
| 8/2023-2024  | 282-284 Auburn Street | Yes                        |
| 9/2023-2024  | 210 Auburn Street     | Yes                        |
| 10/2023-2024 | 56-58 Clifford Street | Yes                        |
| 11/2023-2024 | 60 Clifford Street    | Yes                        |
| 12/2023-2024 | 6-8 McKell Place      | No                         |
| 13/2023-2024 | 84 Auburn Street      | Yes                        |
| 14/2023-2024 | 298 Sloane Street     | Yes                        |
| 15/2023-2024 | 344 Auburn Street     | Yes                        |

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 OAM, Bob Kirk, Michael Prevedello, Steven Ruddell, Jason Shepherd, Peter Walker and Andy Wood

Against: Nil

At 8:34 pm, Cr Daniel Strickland returned to the meeting.

**16.22 COMMUNITY CENTRE OPTION TO RENEW LEASE - 1/155-157 AUBURN STREET, GOULBURN****RESOLUTION 2023/223****Moved: Cr Jason Shepherd****Seconded: Cr Andy Wood****That:**

1. The report of the Business Manager Property & Community Services on the Community Centre Option to Renew Lease – 1/155-157 Auburn Street, Goulburn be received.
2. Council endorses the new terms and conditions associated with renewal of the Community Centre Lease for continued exclusive occupation of 706m<sup>2</sup> of space at 1/155-157 Auburn Street, Goulburn, for a period of five years (backdated to 1 July 2023) to include the following payment structure:
  - (a) The current rent remains unchanged from 1 July 2023 to 30 June 2024;
  - (b) CPI increases to be capped at 5% for years 2 and 3;
  - (c) CPI increases to be capped at 3% in years 4 and 5 and;
  - (d) A further 5 Year Option to Renew at expiry be included.
3. The Chief Executive Officer be authorised to sign the new lease as Council's authorised delegate under s377 of the *Local Government Act 1993*.

**CARRIED****16.23 REQUEST FOR FINANCIAL ASSISTANCE - ROTARY CLUB OF GOULBURN**

Cr Carol James OAM & Cr Steve Ruddell declared an interest in this item and took no part in the discussion or voting on the matter. At 8:35 pm, Cr Carol James OAM & Cr Steve Ruddell left the meeting.

**RESOLUTION 2023/224****Moved: Cr Michael Prevedello****Seconded: Cr Daniel Strickland****That**

1. The report from the Director Corporate & Community Services on the Request for Financial Assistance – Rotary Club of Goulburn be received.
2. Council provides in-kind support of \$1,317.00 (inc. GST), representing 50% of the quoted fees for the use of the Peden Pavilion at the Recreation Area, to be funded via transfer from the Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy budget.

**CARRIED**

At 8:37 pm, Cr Carol James OAM & Cr Steve Ruddell returned to the meeting.

**16.24 REQUEST FOR FINANCIAL ASSISTANCE - RIGHT TO WORK GOULBURN****RESOLUTION 2023/225**

**Moved: Cr Daniel Strickland**  
**Seconded: Cr Michael Prevedello**

**That**

- 1. The report from the Director Corporate & Community Services on the Request for Financial Assistance – Right to Work Goulburn be received.**
- 2. Council provides in-kind support of \$1,500 (inc. GST), representing 50% of the hire fees for the Goulburn Community Centre, to be funded via transfer from the Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy budget.**

**CARRIED**

**16.25 REQUEST FOR FINANCIAL ASSISTANCE - COMMUNITY PLUS INC.**

Cr Bob Kirk declared an interest in this item and took no part in the discussion or voting on the matter. At 8:38 pm, Cr Bob Kirk left the meeting.

**RESOLUTION 2023/226**

**Moved: Cr Steven Ruddell**  
**Seconded: Cr Jason Shepherd**

**That**

- 1. The report from the Director Corporate & Community Services on the Request for Financial Assistance – Community Plus Inc. be received.**
- 2. Council provides support in the form of a \$5,000 cash donation, to Community Plus Inc. for the Goulburn Monopoly Project to be funded via transfer from the Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy budget.**

**CARRIED**

At 8:43 pm, Cr Bob Kirk returned to the meeting.

**16.26 MONTHLY FINANCIAL REPORT****RESOLUTION 2023/227**

**Moved: Cr Andrew Banfield**  
**Seconded: Cr Michael Prevedello**

**That the report by the Director Corporate & Community Services on the Monthly Financial Report be received.**

**CARRIED**

**16.27 STATEMENT OF INVESTMENTS & BANK BALANCES****RESOLUTION 2023/228****Moved: Cr Steven Ruddell****Seconded: Cr Bob Kirk****That the report on the Statement of Investments and Bank Balances be noted.****CARRIED****16.28 MINUTES OF THE RECREATION AREA COMMITTEE MEETING HELD ON 2 AUGUST 2023****RESOLUTION 2023/229****Moved: Cr Steven Ruddell****Seconded: Cr Bob Kirk****That the report from Business Manager Community Facilities in regards to the Recreation Area Committee from 7 August 2023 be received.****CARRIED****16.29 MINUTES OF THE TRAFFIC COMMITTEE MEETING HELD ON 3 AUGUST 2023****RESOLUTION 2023/230****Moved: Cr Andrew Banfield****Seconded: Cr Steven Ruddell****That:**

- 1. The report from the Director Operations regarding the Traffic Committee minutes from Thursday 3 August 2023 be received.**
- 2. An Apology from Ms Stacey Scott be accepted and leave of absence granted.**
- 3. The Traffic Committee minutes from Thursday 3 August 2023 be confirmed.**
- 4. The report from the Road Safety and Traffic Officer on the Ongoing Task List be received and the information noted. Items marked as completed will be removed from the task list.**
- 5. The report on the programs and activities of the Road Safety and Traffic Officer for June to July 2023 be received and noted.**
- 6. The report from Councils Road Safety and Traffic Officer on the request for a pedestrian crossing at Goulburn East Public School, Park Road be received.**
- 7. The proposal to allocate motorcycle only parking on Clifford Street, adjacent to 205 Auburn Street be approved as a trial for a 12-month period with a review back to the Traffic Committee at the end of the trial.**
- 8. The request for the report on 'STOP' signs on Sandy Point Road and Windellama Road intersections with Oallen Ford Road has been deferred to the October 2023 Traffic Committee meeting, pending request for further information.**
- 9. The Traffic Guidance Scheme for the closure of Auburn Street, starting from 11am on 1 October 2023, be endorsed.**
- 10. The request for a 'No Stopping' sign to be placed on Faithfull Street, at the**



intersection of Mundy Street be received and endorsed.

11. The Traffic Guidance Scheme for Convoy for Kids be received and endorsed.
12. The Traffic Guidance Scheme for Goulburn Waterworks Steampunk event was received and endorsed.
13. The current temporary pedestrian crossing at Market Street set up under Street as Shared Spaces project be made a permanent fixture.

**CARRIED**

#### **16.30 MINUTES OF THE SPORTS COUNCIL MEETING HELD ON 7 AUGUST 2023**

##### **RESOLUTION 2023/231**

**Moved: Cr Andrew Banfield  
Seconded: Cr Daniel Strickland**

**That the report from George Angelis Director Operations in regards to the Sports Council minutes from Monday 7 August 2023 be received.**

**CARRIED**

#### **16.31 ADVOCACY WORKING PARTY MEETING MINUTES - 18 AUGUST 2023**

##### **RESOLUTION 2023/232**

**Moved: Cr Andrew Banfield  
Seconded: Cr Andy Wood**

**That the report from the Chief Executive Officer in relation to the Advocacy Working Party Meeting Minutes held on the 18 August 2023 be received.**

**CARRIED**

#### **16.32 COUNCIL'S OPERATIONAL UPDATE - AUGUST 2023**

##### **RESOLUTION 2023/233**

**Moved: Cr Carol James OAM  
Seconded: Cr Steven Ruddell**

**That the report from the Chief Executive Officer on the Council's Operational Update for August 2023 be received and noted.**

**CARRIED**

#### **17 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.

#### **18 CONCLUSION OF THE MEETING**

**The Meeting closed at 8.59pm.**

**The minutes of this meeting were confirmed at the Ordinary Council Meeting held on 17 October 2023.**

.....  
**Cr Peter Walker**  
**Mayor**

.....  
**Aaron Johansson**  
**Chief Executive Officer**

**12 MATTERS ARISING**

Nil

**13 MAYORAL MINUTE(S)**

Nil

**14 NOTICE OF MOTION(S)**

Nil

**15 NOTICE OF RESCISSION(S)**

Nil

**16 REPORTS TO COUNCIL FOR DETERMINATION**

**16.1 DA/0073/1920 - PLANNING AGREEMENT FOR 30B SLOANE STREET, GOULBURN**

**Author:** Business Manager Planning & Development  
 Director Planning & Environment

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Draft Planning Agreement V1.09 [↓](#) 
  2. Plan of Subdivision [↓](#) 

|                              |  |
|------------------------------|--|
| <b>Reference to LSPS:</b>    | Planning Priority 4: Housing – Vision 2040 - A range and diversity in housing type, which is contextual and affordable and is primarily centred around Goulburn and Marulan. |
| <b>DA Number:</b>            | DA/0073/1920   |
| <b>Address:</b>              | 30B Sloane Street, Goulburn  |
| <b>Proposal Description:</b> | 14 Torrens Title Lot Subdivision   |

**RECOMMENDATION**

That:

1. The report for the draft Planning Agreement associated with DA/0073/1920 for a 14 Torrens title lot subdivision at 30B Sloane Street, Goulburn be received.
2. The draft Planning Agreement associated with DA/0073/1920 for a 14 lot Torrens title subdivision be placed on public exhibition for a minimum period of 28 days, in accordance with section 7.5(1) of the *Environmental Planning and Assessment Act 1979*.
3. Subject to no submissions being received the Chief Executive Officer be given delegation to execute the Planning Agreement.
4. Upon receipt of any submissions during the exhibition period the matter be reported back to the Council.

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**

On 17 November 2020, Development Consent DA/0073/1920 was granted by the Council subject to conditions, including deferred commencement condition (A), which required that a planning agreement be entered into and executed by the Applicant and the Council. The condition required the Planning Agreement to be in accordance with the letter of offer dated 18 May 2020.

On 16 April 2021, an application to modify the Development Consent reference MODDA/0090/2021 was lodged with Council, which among other things, sought to modify the deferred commencement condition by removing the inclusion of the proposed retaining walls in the Planning Agreement. A Modified Development Consent was granted on 8 July 2021.

**REPORT**

**Proposed Development**

DA/0073/1920 is an approved 14 lot Torrens title subdivision of Lot 2 in DP 1099324, known as 30B Sloane Street, Goulburn NSW. A proposed cul-de-sac road will provide access to each lot.

The proposed subdivision will provide for the creation of new residential lots in an established area to the south of the centre of Goulburn; therefore, increasing the availability of vacant residential land.

The proposal requires the construction of stormwater management measures including a biobasin within a drainage reserve located at the rear of proposed Lot 4. The basin and the reserve are to be dedicated to the Council.

The proposed plan of subdivision which identifies the land to be dedicated to the Council has been included in the **Attachment**.

### **Planning Agreement**

A Planning Agreement has been prepared by the applicant and Council staff, based on the general terms that have been negotiated with the Executive. The Planning Agreement has been reviewed by the Council's legal team and comments included from that review. The main terms of the Planning Agreement are as follows:

- a) The dedication of proposed lot marked RES approximately 459m<sup>2</sup> for the drainage reserve and the stormwater management free of charge and at no cost to the Council.
- b) The Developer is to construct the drainage reserve and bioretention basin including rejuvenation of the batter in accordance with the Development Consent, the referenced plans, Water NSW concurrence and the Subdivision Works Certificate at no cost to Council.
- c) The Developer is to pay the Council \$27,350 as a monetary contribution for the capitalised operation and maintenance cost of the stormwater bioretention basins, for an assumed life of 40 years.
- d) The Developer is to pay the Council as a monetary contribution for the capitalised renewal cost of the stormwater bioretention basins, \$12,750 for an assumed life of 40 years.
- e) The Developer must maintain the drainage reserves and basins for two years following dedication to the Council. The maintenance obligation is valued at \$5,000.
- f) The construction of a footpath within the rear laneway behind the drainage reserve lot, lot 14 and within the entrance laneway to connection to the existing footpath in Sloane Street including kerb and gutter as Developer works at no cost to the Council. The works are valued at \$21,300.
- g) The construction of road widening and 150mm high barrier kerb along the western side of the existing laneway, to the rear of lots 1-3, lot 14 and the drainage reserve lot to replace the existing kerb/open drain as Developer works at no cost to the Council. The works are valued at \$17,700.
- h) The construction of a new footpath to be extended along Lansdowne Street, to the south, to connect into the existing footpath in Sloane Street as Developer works at no cost to the Council. The works are valued at \$12,700.
- i) The provision of two streetlights located in the laneway to the east of the site as Developer works at no cost to the Council. The works are valued at \$19,500.
- j) The Developer is required to provide security to the Council for the delivery of the Developer works and maintenance.

Note: All monetary contributions are subject to indexation at the time of payment to account for positive changes in the Consumer Price Index (CPI).

The above works and payments are to be undertaken and made at different stages being prior to the issue of the relevant Subdivision Works Certificate or Subdivision Certificate.

The Environmental Planning & Assessment Act 1979 requires the draft Planning Agreement to be placed on public exhibition for a minimum period of 28 days. Following a review of any submissions received during the exhibition period and any required amendments to the draft Planning Agreement the final version of the Planning Agreement may be the subject of a final legal review by Council's solicitors. In this instance the costs of the review are to be met by the Developer.

The proposed draft Planning Agreement including the guiding explanatory note are included in the **Attachment**.

### **Policy Considerations**

- Goulburn Mulwaree Planning Agreement & Land Dedication Policy

### **Conclusion and Recommendation**

The proposed draft Planning Agreement is both warranted and necessary for the operation of the proposed subdivision which will provide for additional residential lots in South Goulburn.

Accordingly, it is recommended that the draft Planning Agreement be placed on public exhibition for a minimum period of 28 days.

Following the exhibition period a post exhibition report will be prepared for Council's consideration only if submissions are received.

### **FINANCIAL IMPLICATIONS**

The costs incurred in the preparation and execution of the planning agreement are met by the proponent. All costs incurred by the Council are to be reimbursed before the Planning Agreement is executed.

## Planning Agreement

---

**Land**

30B Sloane Street, Goulburn NSW 2580

**Parties**

**GOULBURN MULWAREE COUNCIL**

(Council)

**B.J. MAAS, F.A. MAAS & J.M. MAAS**

**ABN 55 034 747 031**

(Developer)

| Version control table to be deleted once PA finalised |            |                                 |
|---|------------|---------------------------------|
| Version   | Date       | Notes                           |
| V1.01   | 30.05.2022 | Issued for comment to Developer |
| V1.02   | 13.12.2022 | Developer amendments            |
| V1.03   | 24.01.2023 | Developer amendments            |
| V1.04   | 14.03.2023 | GMC Comments added              |
| V1.05   | 16.03.2023 | Developer amendments            |
| V1.06   | 05/05/2023 | GMC Comments Added              |
| V1.07   | 09.05.2023 | Developer amendments            |
| V1.08   | 29.09.2023 | Maddocks Review                 |
| V1.09   | 04.10.2023 | Clean final                     |

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**DATED**

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**PARTIES**

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**Goulburn Mulwaree Council** ABN 84 049 849 319 of 184-194 Bourke Street, Goulburn NSW 2580 (**Council**)

**B.J. MAAS, F.A. MAAS & J.M. MAAS** ABN 55 034 747 031 of 149-159 Sloane Street Goulburn NSW 2580 (**Developer**)

**BACKGROUND**

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- A. On 6 September 2019, the Developer made a Development Application (DA/0073/1920) to carry out the Development on the Land.
- B. That Development Application was accompanied by an offer by the Developer to enter into a planning agreement with Council if Development Consent was granted to the Development Application.
- C. On 17 November 2020, the Council granted Development Consent (reference DA/0073/1920) subject to conditions, including deferred commencement condition (A) of Schedule A, which required that a planning agreement be entered into and executed in accordance with the Developer's letter of offer dated 18 May 2020 and as set out in that deferred commencement condition.
- D. On 15 April 2021, the Developer lodged an application to modify the Development Consent (reference DA/0073/1920), being MODDA/0090/2021 (**2021 Mod**) which, among other things, sought to amend deferred commencement condition (A) with respect to the public benefits to be provided under the planning agreement in accordance with the Developer's letter of offer to enter into a planning agreement with Council.
- E. On 8 July 2021, the Council granted consent to the 2021 Mod. Condition (A) of Schedule A requires a planning agreement to be entered into in accordance with the terms of the Developer's letter of offer dated 18 May 2020.
- F. The Developer is the registered proprietor of the Land.
- G. The Developer has offered to enter into this Agreement with Council and has agreed to provide the Development Contributions in connection with carrying out the Development subject to and on the terms and conditions set out in this Agreement

**OPERATIVE PROVISIONS**

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## 1. Definitions

The following definitions apply unless the context otherwise requires:

**Acceptance of Completion Notice** means a notice issued by the Council to the Developer pursuant to clause 9.2.1.

**Acquisition Act** means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Assign** as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

**Attributed Value** means:

- (a) with respect to Designated Land, the amount specified in the column headed "Attributed Value" at Schedule 4 for each item of Designated Land; and
- (b) with respect to each Item of Works, the Development Cost of that Item of Works determined in accordance with clause 5.

**Authority** means (as appropriate) any:

- (a) federal, state or local government;
- (b) department of any federal, state or local government;
- (c) any court or administrative tribunal; or
- (d) statutory corporation or regulatory body.

**Bank Guarantee** means a bank guarantee from an Australian bank that is provided to the Council by the Developer under this Agreement which is:

- (a) in a form acceptable to Council;
- (b) unconditional and irrevocable; and
- (c) without an expiry date.

**Bioretention Basin** means water sensitive urban design infrastructure as shown on the plan attached at Schedule 7, being part of the Works on Dedicated Land being the range of measures that are designed to avoid or minimise the environmental impacts of urbanisation in terms of the demand for water and the potential pollution threat to natural waterways.

**Business Day** means between 9am and 5pm Sydney time on a day other than a Saturday, Sunday, any other local, state or federal public holiday and any day between 20 December and 10 January inclusive.

**Claim** against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Complete, Completed, Completion** means completed in accordance with the requirements of this Agreement.

**Completion Notice** means a notice issued by the Developer to the Council pursuant to clause 9.1.1.

**Compliance Certificate** has the same meaning as in the Act.

**Construction Certificate** has the same meaning as in Part 6 of the Act.

**Council** means Goulburn Mulwaree Council.

**Date of Completion** means, in relation to each Item of Work, the date on which the works are Completed being the earlier of:

- (a) the date an Item of Work is deemed to have been Completed under clause 9.3; or
- (b) the date of Completion as set out in an Acceptance of Completion Notice.

**Default Event** means any of the following events:

- (a) a Party fails to pay when due any amount payable by it under this Agreement;
- (b) a Party fails to duly observe and perform any of its obligations under the Agreement;
- (c) a Party gives a representation or warranty under the Agreement that is materially incorrect, untrue or misleading;
- (d) a Party commits any other material breach of the Agreement; or
- (e) a Party fails to comply with a material law.

**Defect** means anything in the Item of Works which:

- (a) adversely affects the ordinary use and/or enjoyment of that item; or
- (b) may require maintenance or rectification works to be performed on it at some time in the future as a result of the existence of the defect;

**Defects Liability Period** means, in relation to each Item of Works, the period during which the Developer will be liable for any defects under clause 10, as set out in Item 5 of Schedule 2.

**Designated Land** means that part of the Land identified as Designated Land on the plan attached as Schedule 6.

**Developer** means B.J Maas, F.A Maas & J.M Maas ABN 55 034 747 031.

**Development** means the development of the Land by the Developer as described in Item 2 of Schedule 2.

**Development Application** means a development application lodged by the Developer with Council in relation to the Development as described in Item 3 of Schedule 2.

**Development Consent** means a development consent issued under the Act with respect to the Development Application and the Development.

**Development Cost** means in relation to an Item of Works:

- (a) the construction costs of that Item of Works ;

- (b) any costs incurred under a building contract in relation to that Item of Works ; and
  - (c) any costs or expenses payable to an Authority in relation to that Item of Works ,
- as determined by a Quantity Surveyor in accordance with clause 5.2.

**Drainage Reserve** means the drainage reserve to be constructed by the Developer as shown on the plan attached at Schedule 7, being part of the Works.

**Encumbrance** means an interest or power:

- (a) reserved in or over an interest in any asset;
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

**Final Lot** means a lot created in the Development for separate residential occupation and disposition, not being a lot created by a subdivision of the Land:

- (d) that is to be dedicated or otherwise transferred to the Council, or
- (e) on which is situated a dwelling-house that was in existence on the date of this Agreement.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the goods and services tax.

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

- (a) the Developer becomes insolvent;
- (b) the Developer assigns any of its property for the benefit of creditors or any class of them;
- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Developer or the Developer enters into a scheme of arrangement with its creditors or is wound up;
- (d) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (e) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 days after being made;
- (f) any step is taken to do anything listed in the above paragraphs; and
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

**Item of Works** means an individual item of the Works as set out in Item B of Table 1 in Schedule 4.

**Land** means the land described in Item 1 of Schedule 2.

**Law** means all applicable legislation, regulations, by-laws, common law and other binding order made by any Authority, including any applicable Planning Legislation and Environmental Law as defined at clause 13.1.

**Maintenance Liability Period** means the period of time, as set out in Item 6 of Schedule 2.

**Maintenance Obligations** has the meaning given to that term in clause 11.1 of this Agreement.

**Maintenance Security** means the Bank Guarantee for the maintenance of the Drainage Reserve and Bioretention Basin during the Maintenance Liability Period as set out in Table 2 of Schedule 4.

**Maintenance Security Amount** means the amount of security required for the Maintenance Security under clause 11 as set out in Item 7 of Schedule 2.

**Monetary Contributions** means the monetary contributions set out in Item C in Table 1 of Schedule 4.

**Party** means a party to this Agreement.

**Planning Legislation** means the Act, the *Local Government Act 1993* (NSW) and the *Roads Act 1993* (NSW), and associated regulations.

**Public Benefits** means the provision of the Works, the making of the Monetary Contributions and the dedication of the Designated Lands and carrying out of the Maintenance Obligations by the Developer as set out in Table 1 of Schedule 4 in accordance with this Agreement.

**Quantity Surveyor** means someone selected and appointed by the Council from a list of Quantity Surveyors all of whom must be members of Panels for the NSW Department of Commerce or Local Government Procurement.

**Residential Lot** means a single lot created on the registration of a plan of subdivision as part of the Development intended to not be further subdivided and to be used for the purpose of the construction of one (1) or more residential dwellings.

**Security Interest** means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

**Security Value** means the value for each Bank Guarantee required under this Agreement as set out in Table 2 of Schedule 4 under the heading Security Value.

**Stormwater Treatment Facility** means water sensitive urban design infrastructure associated with the Works on Dedicated Lands being the range of measures that are designed to avoid or minimise the environmental impacts of urbanisation in terms of the demand for water and the potential pollution threat to natural waterways.

**Subdivision Certificate** means a subdivision certificate as defined in section 6.4(d) of the Act.

**Subdivision Works Certificate** means a subdivision works certificate as defined in section 6.4(b) of the Act.

**Works** means the works specified or described in Item B in Table 1 of Schedule 4.

**Works as Executed Plan** means a plan that shows that construction has been completed in accordance with the engineering plans and specifications.

**Works Credit** means the sum of the Attributed Values for each Item of Work for which an Acceptance of Completion Notice has been issued.

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## 2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- 2.1.1 Any reference to a **clause, annexures and schedules** refers to a clause in, or annexure or schedule to this Agreement.
- 2.1.2 Any reference to a **statute** refers to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 2.1.3 The singular includes the plural and vice versa.
- 2.1.4 A reference to a **person** includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
- 2.1.5 A reference to **executors, administrators or successors** refers to a particular person that includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- 2.1.6 **Dollars, Australian dollars, dollars, \$, AUS \$ or A\$** is a reference to the lawful currency of Australia.
- 2.1.7 Where any period of time is calculated from the given day or day of an act or event, it is to be calculated exclusive of that day.
- 2.1.8 A **day** is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- 2.1.9 A **group of persons or things** is a reference to any two or more of them jointly and to each of them individually.
- 2.1.10 The words **include, including, for example or such as** are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 2.1.11 If an act under this Agreement to be done by a Party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
- 2.1.12 If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.



- 2.1.13 Any time of day referenced in this agreement is a reference to Sydney time.
- 2.1.14 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Agreement.
- 2.1.15 A reference to any agreement, Agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
- 2.1.16 A reference to one gender extends and applies to the other.

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### **3. Status**

#### **3.1 Planning Agreement**

- 3.1.1 This Agreement is a planning agreement:
- (a) within the meaning set out in section 7.4(1) of the Act; and
  - (b) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.
- 3.1.2 Schedule 1 sets out the application of section 7.4 of the Act in this Agreement.

#### **3.2 Application**

This Agreement applies to both the Land and the Development.

#### **3.3 Operation of Agreement**

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

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### **4. Application of section 7.11 and section 7.12**

#### **4.1 Application**

- 4.1.1 The application of sections 7.11 and 7.12 of the Act to the Development are excluded to the extent set out in Items 4 and 5 of Schedule 1.
- 4.1.2 The Public Benefits are to be taken into consideration in determining a development contribution under section 7.11 of the Act with respect to the Development to the extent set out in Item 6 of Schedule 1.

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### **5. Satisfaction of Public Benefit condition**

#### **5.1 Discharge of Section 7.12 Contribution**

The Council agrees to accept the Completion of the Works specified in Table 3 of Schedule 4 in full or partial discharge of the Developer's liability to make contribution imposed under the Development Consent (**Section 7.12 Contribution**).

#### **5.2 Attributed Value and Development Cost**

- 5.2.1 Following the issue of an Acceptance of Completion Notice in relation to an Item(s) of Work, the Council shall, at the Developer's cost, appoint a Quantity Surveyor to

assess the Development Cost of the relevant Items of Works the subject of the Acceptance of Completion Notice.

- 5.2.2 The Quantity Surveyor shall issue a certificate in favour of both Council and the Developer as to the Development Cost of the relevant Item of Works (**Development Cost Certificate**).
- 5.2.3 The determination of the Quantity Surveyor as to the Development Cost of an Item of Works is conclusive and binding on the Parties except in the case of manifest error.
- 5.2.4 The Developer shall, within 15 Business Days of receipt of an invoice in relation to the Quantity Surveyor costs incurred pursuant to an assessment of Development Cost under this clause, pay that invoice as directed by Council.
- 5.2.5 The Attributed Value for an Item of Work will be the:
- (a) Development Cost of that Item of Work as specified in the relevant Development Cost Certificate; or
  - (b) Attributed Value of the Item of Work as identified in Table 3 of Schedule 4,
- whichever is the lesser amount.

### 5.3 Credit for Completion of Item of Work

- 5.3.1 If the Developer wishes to apply all or part of its Works Credit towards the Developer's liability to pay a Section 7.12 Contribution, the Developer must provide Council with a notice in writing which states the amount of the Works Credit the Developer wishes to apply towards the Section 7.12 Contribution.
- 5.3.2 Upon receipt of a written notice in accordance with clause 5.3.1, the Council must:
- (a) accept that the relevant Items of Work undertaken is in lieu of the Developer paying a Section 7.12 Contribution up to the Attributed Value for that Item of Works; and
  - (b) promptly issue the Developer with a notice in writing which sets out the value of the Works Credit that has been applied to the Developer's liability to pay a Section 7.12 Contribution.
- 5.3.3 For the avoidance of doubt, if the Works Credit:
- (a) is less than the total amount of the Section 7.12 Contribution the Developer is required to pay under the Development Consent, the Developer must pay the balance of the Section 7.12 Contribution required after the Works Credit has been applied in accordance with the terms of the Development Consent;
  - (b) is more than the total amount of the Section 7.12 Contribution the Developer is required to pay under the Development Consent, the Developer is not entitled to a refund of that excess amount.

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## 6. Registration of this Agreement

### 6.1 Registration

This Agreement must be registered on the title of the Land pursuant to section 7.6 of the Act.

**6.2 Obligations of the Developer**

6.2.1 The Developer must within 10 Business Days of execution of this Agreement:

- (a) do all things necessary to allow the registration of this Agreement to occur, including but not limited to obtaining the consent of any mortgagee registered on the title of the Land; and
- (b) pay any costs incurred by Council in undertaking that registration.

6.2.2 The Developer must, within 10 Business Days of registration, provide Council with evidence that this Agreement has been registered on the title to the Land.

**6.3 Removal from Title of the Land**

6.3.1 Council will do all things necessary to allow the Developer to remove the registration of this Agreement from the title of the Land where the Developer has:

- (a) provided all Monetary Contributions;
- (b) Completed the Works; and
- (c) dedicated the Designated Land; or
- (d) the Development Consent is surrendered in accordance with the Planning Legislation and that surrender is accepted by Council and Council is satisfied that there are no breaches of this Agreement.

6.3.2 The Developer must pay any costs incurred by Council in undertaking that discharge.

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**7. Provision of Public Benefits****7.1 Designated Land**

7.1.1 The Developer must dedicate the Designated Land to Council:

- (a) free of any trusts, estates, interests, covenants and Encumbrances;
- (b) by the dates specified in Item A in Table 1 of Schedule 4; and
- (c) at no cost to Council.

7.1.2 The Developer must meet all costs associated with the dedication of the Designated Lands in accordance with clause 7.1.1, including any costs incurred by Council in relation to that dedication.

7.1.3 Council must do all things reasonably necessary to enable the Developer to comply with clause 7.1.1.

**7.2 Works**

The Developer, at its cost, must:

7.2.1 if necessary, obtain any consents, approvals or permits required by a relevant Authority, for the conduct of the Works;

7.2.2 carry out and complete each Item of Works by the time specified in Item B in Table 1 of Schedule 4; and

7.2.3 carry out and complete the Works:

- (a) in accordance with the requirements of, or consents issued, by any relevant Authority;
- (b) in accordance with the reasonable requirements of Council and any applicable Development Consent and any design or specification specified or approved by the Council acting reasonably; and
- (c) in a proper and workmanlike manner complying with current industry practice and standards, including applicable Australian standards.

**7.3 Protection of People and Property**

The Developer is to use all reasonable endeavours in relation to the performance of its obligations under this Agreement to ensure that:

- 7.3.1 all necessary measures are taken to protect people and property;
- 7.3.2 unnecessary interference with the passage of people and vehicles is avoided; and
- 7.3.3 nuisances and unreasonable noise and disturbances are prevented.

**7.4 Monetary Contributions**

The Developer must make the Monetary Contributions to Council in accordance with Item C in Table 1 of Schedule 4.

**7.5 Indexation**

7.5.1 The amount of each Monetary Contribution or Security Value will be indexed in accordance with the following formula:

$$\frac{A = B \times C}{D}$$

where:

**A** = the indexed amount;

**B** = the value of the Monetary Contribution or Security Value as set out in Schedule 4;

**C** = the Index most recently published before the date that the relevant item is provided, completed or paid as the case may be; and

**D** = the Index current as at the date the agreement comes into effect.

If **A** is less than **B** then the amount of the relevant Monetary Contribution or Security Value will not change.

7.5.2 For the purposes of clause 7.5.1:

- (a) each component of the Monetary Contribution or Security Value is indexed as at the date it is paid; and

- (b) the Index means the *Consumer Price Index (All Groups) for Sydney* or such other index which replaces it from time to time.

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## 8. Verification of Works

- 8.1.1 The Developer must, prior to commencing any Works and at its own cost, engage an independent third-party consultant (**Consultant**) with proven specialised expertise in the design, inspection and commissioning of water sensitive urban design devices and in particular the devices covered by this Agreement.
- 8.1.2 Within seven (7) days of engaging the Consultant, the Developer must provide Council with the details of the Consultant, including the Consultant's name, and curriculum vitae setting out the Consultant's proven specialised expertise in the design, inspection and commissioning of water sensitive urban design devices.
- 8.1.3 When issuing a Completion Notice in accordance with clause 9.1, the Developer must provide Council with independent written verification from the Consultant that the relevant Works have been completed:
- (a) in accordance with this Agreement and any consents, approvals or permits required by a relevant Authority as specified in clause 7.2;
  - (b) in accordance with the scope and specifications for the Works as set out in Item B in Table 1 of Schedule 4, or as set out in any variation approved in accordance with clause 9.2.3; and
  - (c) in accordance with industry best practice.

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## 9. Completion of Works

### 9.1 Issue of Completion Notice

- 9.1.1 No later than fourteen (14) Business Days after the Completion of an **Item of Works**, the Developer is to submit to Council a full Works as Executed Plan and any supporting documentation relied upon to verify completion including the written verification of the Consultant procured under clause 8 with the completion notice for the Works Completed (**Completion Notice**).
- 9.1.2 The Developer, being the copyright owner in the Works as Executed Plan, assigns the copyright in the Works as Executed Plan to Council free of cost to the Council.
- 9.1.3 If the Developer is not the copyright owner of the Work as Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works as Executed Plan at the Developer's expense.
- 9.1.4 Council may require, at its absolute discretion, the provision of a Compliance Certificate to accompany the Completion Notice in order to accept the Completion Notice.

### 9.2 Notice of Completion

Council must provide notice in writing to the Developer with fourteen (14) Business Days that the relevant Item of Works the subject of a Completion Notice:

- 9.2.1 has been Completed (**Acceptance of Completion Notice**); or

- 9.2.2 will need to be inspected, tested or assessed prior to issuing an Acceptance of Completion Notice; or
- 9.2.3 has not been Completed, in which case the notice must also detail:
- (a) those aspects of the Item of Works which have not been Completed; and
  - (b) the work Council requires the Developer to carry out in order to rectify those deficiencies.

### 9.3 Deemed Completion

Not used.

### 9.4 Effect of Council Notice

- 9.4.1 Where Council serves notice on the Developer pursuant to clause 9.2.2 or 9.2.3, the Developer must:
- (a) rectify the deficiencies in that item in accordance with that notice within a reasonable time (not being less than fourteen (14) days from the date it is issued by Council); or
  - (b) serve a notice on Council that it disputes the matters set out in the notice.
- 9.4.2 Where the Developer:
- (a) serves notice on Council in accordance with clause 9.4.1(b) the dispute resolution provisions of this Agreement apply; or
  - (b) rectifies the Works in accordance with clause 9.4.1(a) it must serve upon Council a new Completion Notice for the Works it has rectified (**New Completion Notice**).

### 9.5 New Completion Notice

- (a) The provisions of clauses 9.1 to 9.5 (inclusive) apply to any New Completion Notice issued by the Developer.
- (b) Without limitation to clause 8, the Consultant must verify that the relevant Works the subject of rectification pursuant to a notice issued by Council under clause 9.2.3 have been completed in accordance with the requirements of that notice.

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## 10. Defects liability

### 10.1 Defects Notice

- 10.1.1 Where any Item of Works is Complete, but that item contains a Defect, Council may issue a notice to the Developer (**Defects Notice**) concerning that Item of Works but only during the relevant Defects Liability Period.
- 10.1.2 A Defects Notice must contain the following information:
- (a) the nature and extent of the Defect;

- (b) the work Council requires the Developer to carry out in order to rectify the Defect; and
- (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days).

## **10.2 Developer to Rectify Defects**

- 10.2.1 The Developer must rectify the Defects contained within a Defects Notice prior to the date specified in the Defects Notice.
- 10.2.2 The Developer must follow the procedure set out in clause 8 in respect of the Completion of the rectification of any Defect as if a reference in that clause to an Item of Works is a reference to the relevant Defect.

## **10.3 Access to Designated Land**

If the Developer is required to access, use and occupy any part of the Designated Land for the purpose of discharging its obligations under this clause 10 after the relevant Designated Land has been dedicated or transferred to Council, Council will grant a fee free licence to the Developer:

- 10.3.1 with respect to so much of the relevant Designated Land; and
- 10.3.2 for such period;

that is reasonably necessary to allow the Developer to properly discharge those obligations.

## **10.4 Inspection**

- 10.4.1 Council may undertake an audit, inspection or testing of developer work under suspicion of non-compliance of this Agreement or any legislation with or without giving reasonable notice in accordance with the relevant legislative requirements.
- 10.4.2 The Developer is to provide Council with any assistance that is reasonably required by Council to enable Council to undertake any audit, inspection or test of the Works.

## **10.5 Right of Council to Step-in**

Council may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Defects Notice where the Developer has failed to comply with a Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.

## **10.6 Consequence of Step-in**

If Council elects to exercise the step-in rights granted to it under clause 10.5 then:

- 10.6.1 Council may:
  - (a) enter upon any part of the Land reasonably required to exercise those step-in rights; and
  - (b) rectify the relevant Defects in accordance with the Defects Notice;
- 10.6.2 the Developer must not impede or interfere with Council in exercising those rights; and

- 10.6.3 Council may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

#### **10.7 Costs of Council**

Where Council exercises its step-in rights under clause 10.6, it may:

- 10.7.1 call upon the Bank Guarantees provided by the Developer pursuant to clause 17 to meet any costs for which the Developer is liable under clause 10.6; and
- 10.7.2 recover as a debt due in a court of competent jurisdiction any difference between the amount of the Bank Guarantees and the costs incurred by Council in rectifying the Defects.

#### **10.8 Council may call on Bank Guarantee**

- 10.8.1 If the Developer does not comply with the terms of this clause, Council may issue the Developer with a notice requiring the Developer to rectify the relevant default within twenty (20) Business Days from the date of that notice.
- 10.8.2 If the Developer fails to comply with a notice issued under clause 10.8.1 above, Council, without limiting any other avenues available to it, may call on the relevant Bank Guarantee provided pursuant to clause 17 to the extent necessary to reimburse Council for any costs incurred by it in rectifying the relevant default of the Developer.

#### **10.9 Indemnity**

The Developer indemnifies Council against any Claim to the extent that the Claim arises as a direct result of a breach of this clause 10 by the Developer.

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### **11. Maintenance of Drainage Reserve and Bioretention Basin**

#### **11.1 Maintenance Obligations**

- 11.1.1 The Developer must:
- (a) maintain the Drainage Reserve and Bioretention Basin in the manner and extent described in Item D In Table 1 of Schedule 4; and
  - (b) for the period described in Item D in Table 1 of Schedule 4 (timing),
- at no cost to the Council (the **Maintenance Obligations**).
- 11.1.2 For the avoidance of doubt, the Drainage Reserve and Bioretention Basin must be maintained in accordance with the Maintenance Obligations.
- 11.1.3 The Developer must keep a written record of maintenance undertaken of the Drainage Reserve and Bioretention Basin and provide a copy to Council upon request.



**11.2 Notice requiring Maintenance Obligations to be carried out**

11.2.1 If the Council, acting reasonably, is not satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 with respect of the Drainage Reserve and Bioretention Basin, or additional maintenance is required the Council may, by notice in writing:

- (a) direct the Developer to undertake the required maintenance; and
- (b) specify a time by which the Maintenance Obligation is required.

11.2.2 Upon receipt of a notice from the Council in accordance with clause 11.2.1 (**Notice**), the Developer must:

- (a) carry out the Maintenance Obligation in accordance with the Notice; and
- (b) provide the Council with written confirmation that the Maintenance Obligation has been satisfied, together with any relevant documentation confirming that the Notice has been complied with.

**11.3 Expiration of the Maintenance Liability Period and return of Maintenance Security**

11.3.1 At the expiration of the Maintenance Liability Period, the Developer may provide a notice in writing to the Council:

- (a) stating that the Maintenance Liability Period has expired; and
- (b) requesting the return of the Maintenance Security.

11.3.2 Within thirty (30) days of receipt of a notice in accordance with clause 11.2.2, the Council will undertake an inspection of the Drainage Reserve and Bioretention Basin (**Site Inspection**).

11.3.3 If, following the Site Inspection, the Council (acting reasonably):

- (a) is satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 as at the date of the Site Inspection, the Council will return the Maintenance Security to the Developer within thirty (30) days; or
- (b) is not satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 as at the date of the Site Inspection, the Council may issue the Developer with a Notice in accordance with clause 11.2; and
- (c) will return the Maintenance Security within thirty (30) days of receipt of written confirmation from the Developer in accordance with clause 11.2.2 to Council's satisfaction.

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## 12. Warranties and Indemnities

### 12.1 Warranties

The Developer warrants to the Council that:

- 12.1.1 it is able to fully comply with its obligations under this Agreement;
- 12.1.2 it has full capacity to enter into this Agreement; and
- 12.1.3 there is no legal impediment to it entering into this Agreement, or performing the obligations imposed under it.

### 12.2 Indemnity

Without limiting any other indemnities provided in this Agreement, the Developer indemnifies Council in respect of any Claim that may arise as a result of the conduct of the Works, but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of Council.

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## 13. Contamination

### 13.1 Definitions

For the purpose of this clause:

**Contamination** has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

**Contaminated** means subject to Contamination.

**Environment** means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or man-made or modified features or structures,
- (f) and includes ecosystems and all elements of the biosphere.

**Environmental Law** means all laws relating to the protection of or prevention of harm to the Environment including but not limited to any law relating to the use of land, planning, environmental assessment, the environmental or historic heritage, water, water catchments, pollution of air, soil, ground water or surface water, noise, soil, chemicals, pesticides, hazardous goods, building regulation, occupation of buildings, public health or safety, occupational health and safety, environmental hazard, any aspect of protection of the environment or the enforcement or administration of any of those laws (whether those laws arise under statute or the common law or pursuant to any permit, licence, approval, notice, decree, order or directive of any governmental agency or otherwise).

**13.2 Warranty and Indemnity**

The Developer warrants that:

- 13.2.1 except as disclosed in Schedule 5 of this Agreement, the Designated Land is not Contaminated; and
- 13.2.2 the Developer indemnifies and must keep indemnified Council against all liability for and associated with all Contamination present in, on or under the Designated Land as at the date of dedication or transfer of the Designated Land to Council in accordance with this Agreement.

**13.3 Contamination caused by Developer**

- 13.3.1 If Contamination in, on or under the Land or land which is outside the boundary of the Land is caused or contributed to by the Developer or as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, the Developer will, at its own cost and within a reasonable time, remediate the Contamination to a standard suitable for the current and proposed future use of that land.
- 13.3.2 Where Contamination is caused or contributed to by the Developer as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, and that Contamination is in, on or under any land that is owned or occupied by the Council, or under the management and control of the Council, the Developer indemnifies and must keep indemnified Council against all liability for and associated with all such Contamination.

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**14. Determination of this Agreement****14.1 Determination**

This Agreement will determine upon the Developer satisfying all of its obligations under the Agreement.

**14.2 Effect of Determination**

Upon the determination of this Agreement Council will do all things necessary to allow the Developer to remove this Agreement from the title of the whole or any part of the Land as quickly as possible.

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**15. Prohibition on assignment**

- 15.1 The Developer may not Assign its rights or obligations under this Agreement without the prior written consent of the Council.
- 15.2 The Developer must not Assign its interest in the Land, other than a single Residential Lot approved pursuant to a Development Consent and created by the registration of a plan of subdivision, unless:
  - 15.2.1 the Council consents to the Assignment; and
  - 15.2.2 the Developer has, at no cost to Council, first procured that the proposed assignee enters into an agreement on terms reasonably satisfactory to the Council under

which the assignee agrees to be bound by the terms of this Agreement with respect to the relevant part of the Land being Assigned.

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**16. Compulsory Acquisition of the Designated Land**

- 16.1 The Developer consents to the compulsory acquisition of the Designated Land:
- 16.1.1 in accordance with the Acquisition Act; and
  - 16.1.2 on the terms set out in this clause 16.
- 16.2 The Council may only acquire the Designated Land compulsorily in accordance with the Acquisition Act if the Developer has committed a Default Event with respect to the dedication of that land under this Agreement.
- 16.3 If the Council acquires the Designated Land compulsorily in accordance with the Acquisition Act:
- 16.3.1 the Developer agrees that the compensation payable to it on account of that acquisition under the Acquisition Act is \$1.00; and
  - 16.3.2 the Council must complete that acquisition within twelve (12) months of the relevant Default Event.
- 16.4 The Parties agree that the provisions of this clause 16 are an agreement with respect to the compulsory acquisition of the Designated Land for the purpose of section 30 of the Acquisition Act.

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**17. Security****17.1 Delivery to Council of Bank Guarantee**

The Developer must deliver to the Council one or more Bank Guarantees:

- 17.1.1 in the amount(s) equal to the sum of the Security Value; and
- 17.1.2 by the time specified in Table 2 of Schedule 4.

**17.2 Council may call on Bank Guarantee**

17.2.1 The Council may make an appropriation from the Bank Guarantee (and the proceeds of the Bank Guarantee, including any interest earned in respect of such proceeds) at any time, without prior notice to the Developer, in such amount as the Council, acting reasonably, thinks appropriate for the provision of the Works, the costs of rectifying any default by the Developer under this Agreement, ensuring due and proper performance of the Developer's obligations under this Agreement if:

- (a) an Insolvency Event occurs in respect of the Developer;
- (b) the Developer fails to deliver, or comply with its obligations under this Agreement in relation to the delivery of the Works (including with respect to the rectification of Defects), and such failure has not been rectified to the reasonable satisfaction of the Council within fourteen (14) days of receipt of written notice requiring performance of its obligations; or

- (c) the Developer fails to provide the Public Benefits in accordance with this Agreement.

17.2.2 Within ten (10) days of the Council making an appropriation from the Guarantee, Council must notify the Developer of that appropriation.

### 17.3 Top Up of Bank Guarantee

Within fourteen (14) days of being requested to do so by the Council the Developer must ensure that the amount secured by any Bank Guarantee is returned to the relevant level set out in clause 17.1.

### 17.4 Security during Defects Liability Period

17.4.1 Upon the Completion of an Item of Works and the commencement of the Defects Liability Period, the Council must return any Bank Guarantees held by it with respect to the relevant Item of Works.

17.4.2 In exchange, the Developer must provide Council with one (1) or more Bank Guarantees in a form acceptable to the Council for an amount equal to twenty per cent (20%) of the sum of the Security Value for that Item of Works.

### 17.5 Return of Bank Guarantee

Council must return the:

17.5.1 Maintenance Security in accordance with clause 11.3 of this Agreement; and

17.5.2 any remaining Bank Guarantees to the Developer within thirty (30) days from the expiration of the Defects Liability Period for the last Item of Works that is Completed.

### 17.6 Return of Bank Guarantee if Land sold or Agreement assigned

If the Developer sells or transfers the Land, or Assigns its rights and obligations under this Agreement or novates this Agreement in accordance with clause 14, the Council must release and return the Bank Guarantee to the Developer within thirty (30) days of the date the purchaser, transferee, assignee or novate provides the Council with a replacement Bank Guarantee following such a sale, transfer, assignment or novation in the full amount of the Bank Guarantee that the Council is entitled to hold under this Agreement.

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## 18. Dispute Resolution

### 18.1 Notice of Dispute

18.1.1 If a dispute between the Parties arises in connection with this Agreement or its subject matter (**Dispute**), then either Party (**First Party**) must give to the other (**Second Party**) a notice which:

- (a) is in writing;
- (b) adequately identifies and provides details of the Dispute;
- (c) stipulates what the First Party believes will resolve the Dispute; and
- (d) designates its representative (**Representative**) with the necessary authority to negotiate and resolve the Dispute.

18.1.2 The Second Party must, within seven (7) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person with the necessary authority to negotiate and settle the Dispute (the representatives designated by the Parties being together, the **Representatives**).

## **18.2 Conduct Pending Resolution**

The Parties must continue to perform their respective obligations under this Agreement if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate Party indemnifies the other Party against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying Party.

## **18.3 Further Steps Required before Proceedings**

Subject to clause 18.12 and except as otherwise expressly provided in this Agreement, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 18.5 or determination by an expert under clause 18.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within seven (7) Business Days of the date a notice under clause 18.1 is served.

## **18.4 Disputes for Mediation or Expert Determination**

If the Representatives have not been able to resolve the Dispute, then the Parties must agree within seven (7) Business Days to either refer the matter to mediation under clause 18.5 or expert resolution under clause 18.6.

## **18.5 Disputes for Mediation**

18.5.1 If the Parties agree in accordance with clause 18.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the Parties and, if the Parties cannot agree within seven (7) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.

18.5.2 If the mediation referred to in paragraph 18.5.1 has not resulted in settlement of the Dispute and has been terminated, the Parties may agree to have the matter determined by expert determination under clause 18.6.

## **18.6 Choice of Expert**

18.6.1 If the Dispute is to be determined by expert determination, this clause 18.6 applies.

18.6.2 The Dispute must be determined by an independent expert in the relevant field:

- (a) agreed between and appointed jointly by the Parties; or
- (b) in the absence of agreement within seven (7) Business Days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.

18.6.3 If the Parties fail to agree as to the relevant field within seven (7) Business Days after the date that the matter is required to be determined by expert determination, either Party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on the Parties.

- 18.6.4 The expert appointed to determine a Dispute:
- (a) must have a technical understanding of the issues in dispute;
  - (b) must not have a significantly greater understanding of one Party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
  - (c) must inform the Parties before being appointed of the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.
- 18.6.5 The Parties must promptly enter into an agreement with the expert appointed under this clause setting out the terms of the expert's determination and the fees payable to the expert.

**18.7 Directions to Expert**

- 18.7.1 In reaching a determination in respect of a dispute under clause 18.6, the independent expert must give effect to the intent of the Parties entering into this Agreement and the purposes of this Agreement.
- 18.7.2 The expert must:
- (a) act as an expert and not as an arbitrator;
  - (b) not accept verbal submissions unless both Parties are present;
  - (c) on receipt of a written submission from one Party, ensure that a copy of that submission is given promptly to the other Party;
  - (d) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
  - (e) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
  - (f) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each Party fourteen (14) Business Days to make further submissions;
  - (g) issue a final certificate stating the expert's determination (together with written reasons); and
  - (h) act with expedition with a view to issuing the final certificate as soon as practicable.
- 18.7.3 The Parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:
- (a) a short statement of facts;
  - (b) a description of the Dispute; and
  - (c) any other documents, records or information which the expert requests.

**18.8 Expert May Convene Meetings**

18.8.1 The expert must hold a meeting with all of the Parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

18.8.2 The Parties agree that a meeting under clause 18.8.1 is not a hearing and is not an arbitration.

**18.9 Other Courses of Action**

If:

18.9.1 the Parties cannot agree in accordance with clause 18.3 to refer the matter to mediation or determination by an expert; or

18.9.2 the mediation referred to in clause 18.5 has not resulted in settlement of the dispute, the mediation has been terminated and the Parties have not agreed to refer the matter to expert determination within seven (7) Business Days after termination of the mediation;

then either Party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

**18.10 Final Determination of Expert**

The Parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

**18.11 Costs**

If any independent expert does not award costs, each Party must contribute equally to the expert's costs in making the determination.

**18.12 Remedies Available under the Act**

This clause 18 does not operate to limit the availability of any remedies available to Council under sections 9.45 and 9.46 and Division 9.6 of the Act.

**18.13 Urgent Relief**

This clause 18 does not prevent a Party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this Agreement.

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**19. Position of Council****19.1 Consent Authority**

The Parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.

**19.2 Agreement does not Fetter Discretion**

This Agreement is not intended to operate to fetter:

19.2.1 the power of the Council to make any Law; or



19.2.2 the exercise by the Council of any statutory power or discretion (**Discretion**).

### 19.3 **Severance of Provisions**

19.3.1 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 19 is substantially satisfied;
- (b) in the event that clause 19.3.1(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the Parties on relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.

19.3.2 Where the Law permits the Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if the Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to the extent of this Agreement is not to be taken to be inconsistent with the Law.

### 19.4 **No Obligations**

Nothing in this Agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Act in relation to the Development Consent, the Land or the Development in a certain manner.

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## 20. **Confidentiality**

### 20.1 **Agreement not Confidential**

The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.

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## 21. **GST**

### 21.1 **Definitions**

In this clause:

**Taxable Supply, GST, Tax Invoice and Input Tax Credit** have the same meaning given to them in GST Law.

### 21.2 **Non-monetary Supplies**

21.2.1 The Parties agree that any non-monetary supplies made by one Party to the other pursuant to this agreement (including Works and the dedication of land) will be exempt from GST pursuant to Division 82 of the GST Law.

21.2.2 In the event that one Party reasonably believes that the non-monetary supply it makes to the other is a Taxable Supply then the Parties agree to negotiate in good faith to agree to the GST inclusive market value of that Taxable Supply as follows:

- (a) The Party making the Taxable Supply will issue a Tax Invoice to the other as soon as practicable after agreeing to the GST inclusive market value and will disclose the amount of GST included in the GST inclusive market value.
- (b) The recipient of the Taxable Supply will pay to the other Party the amount of the included GST within fifteen (15) days of receiving the Tax Invoice.

21.2.3 In the event that both Parties reasonably believe that each make a non-monetary Taxable Supply to the other, any GST payable by one Party to the other will be offset against each other and any net difference will be paid by the Party with the greater obligation.

### 21.3 **Supply Expressed in Terms of Money**

If any Party reasonably believes that it is liable to pay GST on a supply expressed in terms of money (or where the consideration for the supply is expressed in terms of money) and made to the other Party under this Agreement and the supply was not expressed to include GST, then:

- 21.3.1 the recipient of the supply must pay an amount equal to the GST on that supply to the other Party;
- 21.3.2 the Party making the supply will issue a Tax Invoice to the other Party; and
- 21.3.3 the recipient of the supply will pay the amount of the GST to the supplier within fifteen (15) days of receiving the Tax Invoice.

### 21.4 **Expenses and Costs Incurred**

If any expenses or costs incurred by one Party are required to be reimbursed by the other Party under this Agreement, then the amount of the reimbursement will be calculated as follows:

- 21.4.1 The amount of the cost or expense incurred by the Party seeking reimbursement will be initially calculated excluding any Input Tax Credit to which that Party is entitled to claim.
- 21.4.2 This amount initially calculated will be increased by the applicable rate of GST to equal a GST inclusive reimbursement amount and this amount will be paid by the Party liable to make the reimbursement.
- 21.4.3 The Party being reimbursed will issue a Tax Invoice to the other at the GST inclusive reimbursement amount prior to being reimbursed.

### 21.5 **Survival of Clause**

This clause 21 continues to apply after the expiration or termination of this Agreement.

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**22. Access to Land****22.1 Application of Clause**

This clause applies if the Developer accesses, uses and/or occupies any land owned by the Council in performing its obligations or exercising its rights under this Agreement (**Necessary Access**).

**22.2 Terms of Licence**

The terms of Schedule 3 apply to any Necessary Access.

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**23. Legal Costs**

The Developer shall bear its own costs and those of the Council in relation to the preparation, negotiation, execution and registration of this Agreement and any document related to this Agreement.

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**24. Administrative Provisions****24.1 Notices**

24.1.1 Any notice, consent or other communication under this Agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) sent by email to that person's email address.

24.1.2 A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; and
- (c) if sent by email to a person's email address and a confirmation of receipt can be retrieved, on the day it was sent if a Business Day, otherwise on the next Business Day.

24.1.3 For the purpose of this clause the address of a person is the address set out in this Agreement or another address of which that person may from time to time give notice to each other person.

**24.2 Entire Agreement**

This Agreement is the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

**24.3 Waiver**

- 24.3.1 The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Parties to be bound by the waiver.
- 24.3.2 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 24.3.3 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach in any other circumstance or instance.

**24.4 Counterparts**

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**24.5 Unenforceability**

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

**24.6 Power of Attorney**

Each attorney who executes this Agreement on behalf of a Party declares that the attorney has no notice of:

- 24.6.1 the revocation or suspension of the power of attorney by the grantor; or
- 24.6.2 the death of the grantor.

**24.7 Governing Law**

The law in force in the State of New South Wales governs this Agreement. The Parties:

- 24.7.1 submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Agreement; and
- 24.7.2 may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

**24.8 Review Requirements**

- 24.8.1 The Parties agree to review during the event that either Party believes that a change in circumstance has or will occur that will affect the operation and carrying out of this agreement.
- 24.8.2 Review of this agreement is required if any Legislation is introduced or changed to the affect that it would limit, stop, substantially change or otherwise hinder the operation or implementation of this agreement in the opinion of either Party.

- 24.8.3 The Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this agreement should reasonable and necessary amendments be identified.
- 24.8.4 If this agreement becomes illegal, unenforceable or invalid as a result of any change to Legislation, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

24.9 **Further Agreements**

This Agreement does not restrict further agreements between the Parties that are not inconsistent with this Agreement.

24.10 **Variations**

- 24.10.1 The design or specification of Works may be varied by agreement in writing between the Parties without the need to amend this Agreement.
- 24.10.2 The Developer may, by written notice to the Council, propose any variation to design or specifications of any Works (**Works Variation Notice**).
- 24.10.3 The Council must, within fourteen (14) days of receipt of a Works Variation Notice respond in writing, by either:
- (a) agreeing to any or all variations proposed in the Works Variation Notice; or
  - (b) proposing an alternate variation to any or all variations proposed in the Works Variation Notice (**Alternate Variation**); or
  - (c) refusing any or all variations proposed in the Works Variation Notice if that variation(s) would, in the Council's opinion, adversely affect the public benefit being provided under this Agreement.
- 24.10.4 The Developer must within seven (7) days after receiving a notice in accordance with clause 24.10.3(b), notify the Council in writing whether the Alternate Variation can be effected, and, if it can be effected, the Developer's estimate of the:
- (a) effect on the progress of the Development (including the Date of Completion); and
  - (b) cost (including all warranties and time-related costs, if any) of the Alternate Variation.
- 24.10.5 The Council must within seven (7) days of receipt of a written notice under clause 24.10.4, in writing either accept or reject the Alternate Variation.
- 24.10.6 The Council may, by written notice to the Developer, reasonably require the Developer to vary the design or specification of the Works, in which case the Developer must comply with that requirement unless the Alternate Variation:
- (a) materially affects the Development;
  - (b) materially reduces the financial return or profitability of the Development; or
  - (c) will result in increased cost or delay in the Works undertaken by the Developer.

24.10.7 For the avoidance of doubt, the Developer must also ensure that all necessary approvals are in place under the Planning Legislation for any variation to the Works in accordance with this clause 24.10.

24.11 **Surrender of Right of Appeal**

The Developer is not to commence or maintain any proceedings in any court, tribunal or similar appealing against or questioning the validity of this agreement or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Agreement.

24.12 **Notations under section 10.7(5) of the Act**

The Council may, at its absolute discretion, make a notation on a planning certificate issued under section 10.7(5) of the Act detailing the application or affect the planning agreement has on the Land.

**Signing Page**

**Executed** by the parties as a deed:

**Signed, sealed and delivered** for B.J MAAS & F.A )  
MAAS & J.M MAAS (ABN 55 034 747 013) )  
 )  
 )

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

\_\_\_\_\_  
Signature of Bernard John Mass

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address of witness

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

\_\_\_\_\_  
Signature of Francis Alexius Maas

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address of witness

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

\_\_\_\_\_  
Signature of Joseph Martin Maas

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address of witness

**Signed, sealed and delivered** for  
**GOULBURN MULWAREE COUNCIL**  
**(ABN 84 049 849 319)** by its duly  
authorised officer, in the presence of:

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

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of officer

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Position of officer



## Schedule 1 Requirements under section 7.4 of the Act

| ITEM | REQUIREMENT UNDER THE ACT   | THIS PLANNING AGREEMENT  |
|------|---|--|
| 1.   | <p><b>Planning instrument and/or Development Application – (Section 7.4(1))</b></p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom clause (a) or (b) applies.</p> | <p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>   |
| 2.   | <p><b>Description of land to which this agreement applies – (Section 7.4(3)(a))</b></p>   | The land to which the Agreement applies is the Land, as set out in Item 1 of Schedule 2.   |
| 3.   | <p><b>Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))</b></p>  | N/A  |
| 4.   | <p><b>Application of section 7.11 of the Act – (Section 7.4(3)(d))</b></p>  | The application of section 7.11 of the Act <b>is</b> excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections section 7.11 <b>will not</b> be required to be paid. |
| 5.   | <p><b>Applicability of section 7.12 of the Act – (Section 7.4(3)(d))</b></p>  | The application of section 7.12 of the Act <b>is not</b> excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections section 7.12 <b>will</b> be required to be paid. |
| 6.   | <p><b>Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))</b></p>  | The Public Benefits <b>are</b> to be taken into consideration in determining a development contribution under section 7.11 and 7.12 of the Act.  |
| 7.   | <p><b>Mechanism for Dispute resolution – (Section 7.4(3)(f))</b></p>  | Refer to clause 18 of the Agreement.   |
| 8.   | <p><b>Enforcement of this agreement – (Section 7.4(3)(g))</b></p>   | Refer to clauses 6 and 18 of the Agreement.  |
| 9.   | <p><b>No obligation to grant consent or exercise functions – (Section 7.4(3)(9))</b></p>  | Refer to clause 19.4 of the Agreement.   |

**Schedule 2 Contract details**

| ITEM |   | DESCRIPTION   |
|------|---|---|
| 1.   | Land  | Lot 2 DP1099324<br>30B Sloane Street, Goulburn  |
| 2.   | Development                                 | 14 Lot Residential Subdivision  |
| 3.   | Development Application                     | DA/0073/1920<br>Modified by MODDA/0090/2021.  |
| 4.   | Instrument Change                           | N/A   |
| 5.   | Defects Liability Period<br>(clause 10.1)   | 24 months from the relevant Date of Completion  |
| 6.   | Maintenance Liability Period<br>(clause 11) | Two (2) years, commencing from the issuance of the first Subdivision Certificate that will create a Final Lot |
| 7.   | Maintenance Security Amount<br>(clause 11)  | \$5,000   |

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## Schedule 3 Terms of Licence

### 1. Definitions

For the purposes of this Schedule 3:

- 1.1.1 the **Land** is the land being accessed under the Licence;
- 1.1.2 the **Licence** means the licence of the Land to which this Schedule applies;
- 1.1.3 the **Licensee** is the Party accessing the Land; and
- 1.1.4 the **Licensor** is the owner of the Land.

### 2. Licence

#### 2.1 Personal Rights

- 2.1.1 The Licence is personal to the Licensee.
- 2.1.2 The Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without the prior written consent of the Licensor.
- 2.1.3 The Licensor may refuse the granting of consent under clause 2.1.2 without reason and at its absolute discretion.

#### 2.2 Leasehold Interest

This deed does not grant to the Licensee a leasehold interest in the Land. The Parties agree that:

- 2.2.1 the Licence does not confer exclusive possession of the Land on the Licensee;
- 2.2.2 the Licensee may not exclude the Licensor, its officers, employees and invitees from:
  - (a) entry onto the Land; and/or
  - (b) the performance of any works on the Land;

provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the activities being carried out on the Land by the Licensee;

- 2.2.3 the Licensee does not have any right to quiet enjoyment of the Land; and
- 2.2.4 the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Licensor.

### 3. Compliance with authorities

#### 3.1 No Warranty as to Suitability for Use

The Licensee acknowledges and agrees that the Licensor has not made any representation or warranty to the Licensee regarding the suitability of the Land for the purposes of the Licensee.

### 3.2 Compliance with the Terms of the Consents

The Licensee must comply with the requirements of all Authorities in relation to its access to the Land and the conduct of any activities on it by the Licensee.

### 3.3 Compliance with Directions from Authorities

The Licensee must comply with all notices, directions, orders or other requests served upon itself or the Licensor and which arise from the conduct of any activities on the Land by the Licensee.

### 3.4 Obtaining Further Consents

3.4.1 If the Licensee requires further consents to conduct activities on the Land it must:

- (a) make such applications itself; and
- (b) bear all costs incurred by it in relation to obtaining the relevant consent.

3.4.2 The Licensor agrees that it will, where required, sign all authorities reasonably required by the Licensee to make any application to any Authority.

## 4. Limitation of the Licensor's liability

### 4.1 Insurances

4.1.1 The Licensee must effect and keep current and in force the following policies of insurance:

- (a) a Broadform Public Liability Insurance policy with a reputable insurance company approved by the Licensor in an amount of \$20,000,000 for any one occurrence in respect of any liability for:
  - (i) personal injury or death of any person; and
  - (ii) loss or damage to property;
- (b) Workers compensation insurance under the *Workers Compensation Act 1987* covering all persons employed or deemed to be employed by the Licensee in connection with the conduct of the activities on the Land by the Licensee;
- (c) A comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the performance of the activities on the Land by the Licensee; and
- (d) A contractor's risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the conduct of the activities on the Land by the Licensee.

4.1.2 The policies referred to in clauses 4.1.1(a), 4.1.1(c) and 4.1.1(d) must note the interest of the Licensor as principal.

### 4.2 Inspection of Insurance

4.2.1 The Licensee must produce at the renewal of each policy a certificate of currency issued by the insurer establishing that the policy is valid.

4.2.2 The licensor may carry out random audits to verify insurances held by the Licensee. The Licensee will assist in any audit and provide evidence of the terms and currency of the insurance policies wherever requested by the Licensor.

**4.3 Cancellation of Insurance**

If any policy is cancelled either by the Licensee or the insurer the Licensor must notify the Licensor immediately.

**4.4 Risk**

The Licensee uses and occupies the Land at its own risk.

**4.5 Indemnity**

The Licensee indemnifies the Licensor against any Claim (of whatever nature) made in respect of the Licensee's use and/or occupation of the Land.

## Schedule 4 Public Benefits and Security

### 1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide each Public Benefit identified in the Table 1 below in accordance with this Schedule 4 and this Agreement.

Table 1

| Contribution  | Public Purpose                                 | Manner & Extent  | Timing   | Contribution Credit           | Value of Works                    |
|---|--|--|--|-------------------------------|-----------------------------------|
| <b>A. Dedication of Land</b>  |  |  |  |                               |                                   |
| Dedication of Designated Land (not less than 459m <sup>2</sup> )<br><br>as shown on the Designated Land Plan    | Stormwater infrastructure and Drainage Reserve | Dedication of the Designated Land for the purpose of ongoing stormwater infrastructure management and water quality in accordance with the requirements of this Agreement  | Land to be dedicated to Council upon registration of the first Subdivision Certificate that will create a Final Lot in the Development | \$0.00<br><br>Developer Works | \$0.00                            |
| <b>B. Carrying out of Works</b>   |  |  |  |                               |                                   |
| Construction of the Drainage Reserve and Bioretention Basin<br><br>as shown on the plans attached at Schedule 7 | Stormwater quality and management              | The construction of the Drainage Reserve and Bioretention Basin in accordance with the Development Consent, the referenced plans, Water NSW requirements, and the Subdivision Works Certificate.   | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development                             | \$0.00<br><br>Developer Works | \$75,800.00<br><br>At 18 May 2020 |
| Rejuvenation of batter  | Environmental benefit                          | Rejuvenation of the existing grasses batter to Sloane Street at the upper section of Lansdowne Street to the west of the subdivision entrance in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate. | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development                             | \$0.00<br><br>Developer Works | \$5,700.00<br><br>At 18 May 2020  |
| Footpath extension along  | Active travel connectivity                     | The construction of a reinforced concrete 1.2m wide footpath from the  | Prior to the issuance of the first Subdivision Certificate that will   | \$0.00                        | \$12,700.00                       |

| Contribution  | Public Purpose             | Manner & Extent   | Timing   | Contribution Credit           | Value of Works                    |
|---|----------------------------|---|--|-------------------------------|-----------------------------------|
| Lansdowne Street<br><br>as shown on the plan attached at Schedule 7                                 |                            | existing footpath on Sloane Street to the entrance of the subdivision on Lansdowne Street in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate.  | create a Final Lot in the Development  | Developer Works               | At 18 May 2020                    |
| Footpath extension and kerb & gutter to laneways<br><br>as shown on the plan attached at Schedule 7 | Active travel connectivity | The construction of a reinforced concrete 1.2m wide footpath from the existing footpath on Sloane Street along the laneways behind the Bioretention Basin and Proposed Lot 14 to connect into the 4m wide pathway between proposed Lots 3 and 4 at the boundary of the subdivision in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate. | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development | \$0.00<br><br>Developer Works | \$21,300<br><br>At 18 May 2020    |
| 2.25m Road widening of laneway<br><br>as shown on the plan attached at Schedule 7                   | Public safety              | The construction of 2.25m of road widening along the Western edge of the laneway to the rear of proposed Lots 14 and 4 in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate  | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development | \$0.00<br><br>Developer Works | \$17,700.00<br><br>At 18 May 2020 |
| Street lighting<br><br>as shown on the plan attached at Schedule 7                                  | Public safety              | The construction, installation, testing and commissioning of two street lights to the laneways in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards, Essential Energy  | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development | \$0.00<br><br>Developer Works | \$19,500.00<br><br>At 18 May 2020 |

| Contribution   | Public Purpose                        | Manner & Extent   | Timing  | Contribution Credit           | Value of Works |
|--|---------------------------------------|---|---|-------------------------------|----------------|
|  |                                       | standards and requirements and the Subdivision Works Certificate  |   |                               |                |
| <b>C. Monetary Contribution</b>                            |                                       |   |   |                               |                |
| Monetary Contribution                                      | Maintenance of the Bioretention Basin | Ongoing maintenance (30 years) of the Stormwater Treatment Facility   | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development | \$27,350.00<br>At 18 May 2020 | N/A            |
| Monetary Contribution                                      | Stormwater quality management         | Capitalised Renewal Costs of the Bioretention Basin (30 years)  | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development | \$12,750.00<br>At 18 May 2020 | N/A            |
| <b>D. Maintenance Obligations</b>                          |                                       |   |   |                               |                |
| Maintenance of the Drainage Reserve and Bioretention Basin | Ongoing regular maintenance works     | Mowing, weeding, replacement of dead or damaged flora and the removal of litter and other foreign debris<br><br>Minimum Service level<br><br>Drainage Reserve, Bioretention Basin and the Stormwater Treatment Facility – 13 visits per annum | Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot                     | \$0.00<br>Developer works     | \$5,000        |

**2. SECURITY**

**Table 2**

| Purpose  | Timing  | Security Value  |
|--|---|---|
| For non-performance in relation to carrying out the Public footpath extension works along Lansdowne Street | To be paid prior to the issuance of the Subdivision Works Certificate | \$12,700.00<br><br>At 18 May 2020<br><br>To be indexed at time of payment |
| For non-performance in relation to carrying out the Public footpath  | To be paid prior to the issuance of the Subdivision Works Certificate | \$21,300.00   |



| Purpose   | Timing   | Security Value  |
|---|--|---|
| extension works and kerb and guttering to the laneways  |  | At 18 May 2020<br>To be indexed at time of payment                |
| For non-performance in relation to carrying out the Street lighting works to the laneway  | To be paid prior to the issuance of the Subdivision Works Certificate                              | \$19,500.00<br>At 18 May 2020<br>To be indexed at time of payment |
| For non-performance in relation to carrying out the rejuvenation of batter works  | To be paid prior to the issuance of the Subdivision Works Certificate                              | \$5,700.00<br>At 18 May 2020<br>To be indexed at time of payment  |
| For non-performance in relation to carrying out the road widening and kerb and guttering works to the laneway                               | To be paid prior to the issuance of the Subdivision Works Certificate                              | \$17,700.00<br>At 18 May 2020<br>To be indexed at time of payment |
| For non-performance in relation to carrying out the works to construct the Drainage Reserve, and the Bioretention Basin                     | To be paid prior to the issuance of the Subdivision Works Certificate                              | \$75,800<br>At 18 May 2020<br>To be indexed at time of payment    |
| For maintenance of the Drainage Reserve and the Bioretention Basin during the Maintenance Liability Period<br><b>(Maintenance Security)</b> | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot | \$5,000<br>At 1 July 2022<br>To be indexed at time of payment     |

**3. ATTRIBUTED VALUE**

**Table 3**

| Item of Work  | Value of Works                | Attributed Value    | Notes   |
|---|-------------------------------|---------------------|---|
| Extension of Public footpath along Lansdowne Street | \$21,300.00<br>At 18 May 2020 | \$21,300.00<br>100% | Public Benefit<br>To be indexed at the date of completion of the item of work |
| Extension of Public footpath and kerb and           | \$12,700.00<br>At 18 May 2020 | \$12,700.00<br>100% | Public Benefit<br>To be indexed at the date of completion of the item of work |

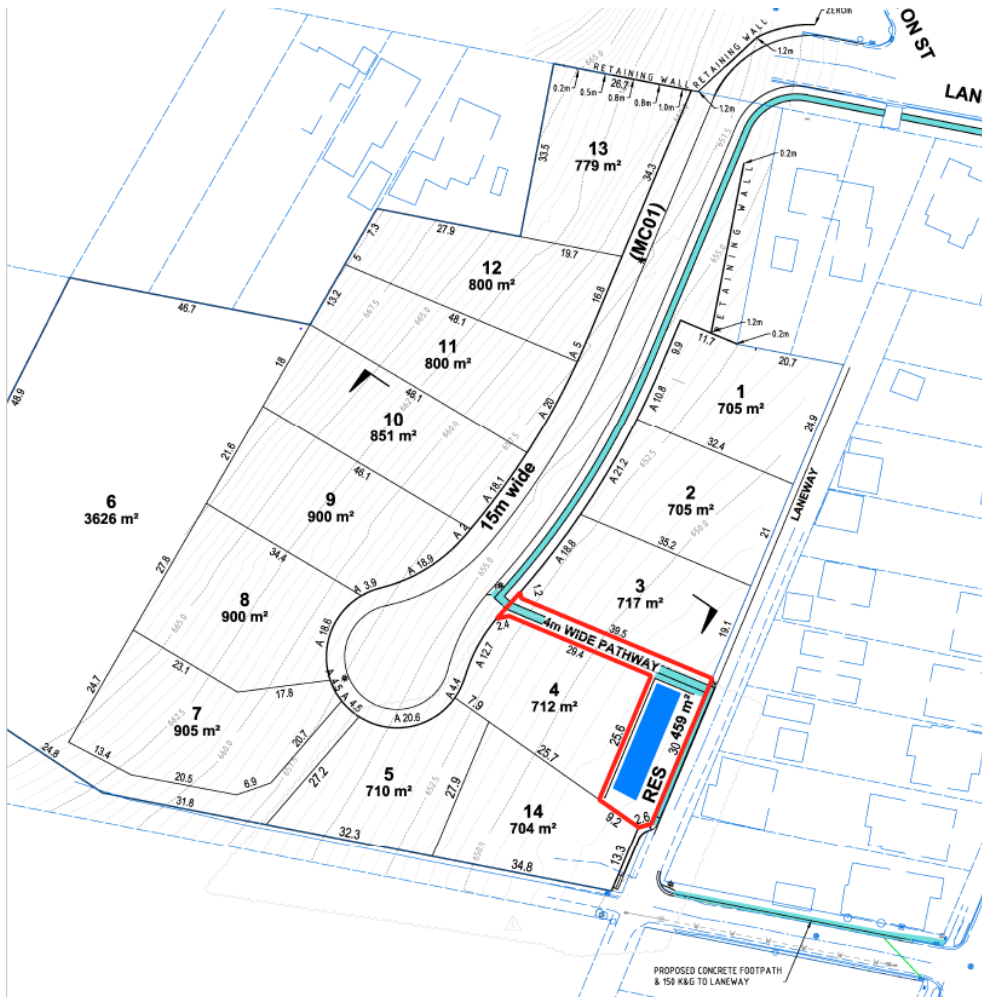
| Item of Work   | Value of Works  | Attributed Value    | Notes   |
|--|---|---------------------|---|
| guttering works to the laneway   |   |                     |   |
| Undertaking of rejuvenation of batter works to Lansdowne Street                        | \$5,700.00<br>At 18 May 2020                                      | \$5,700.00<br>100%  | Public Benefit<br>To be indexed at the date of completion of the item of work |
| Undertaking of road widening and 150mm barrier kerb and guttering works to the laneway | \$17,700.00<br>At 18 May 2020                                     | \$17,700.00<br>100% | Public Benefit<br>To be indexed at the date of completion of the item of work |
| Street Lighting to laneways  | \$19,500.00<br>At 18 May 2020<br>To be indexed at time of payment | \$19,500.00<br>100% | Public Benefit<br>To be indexed at the date of completion of the item of work |

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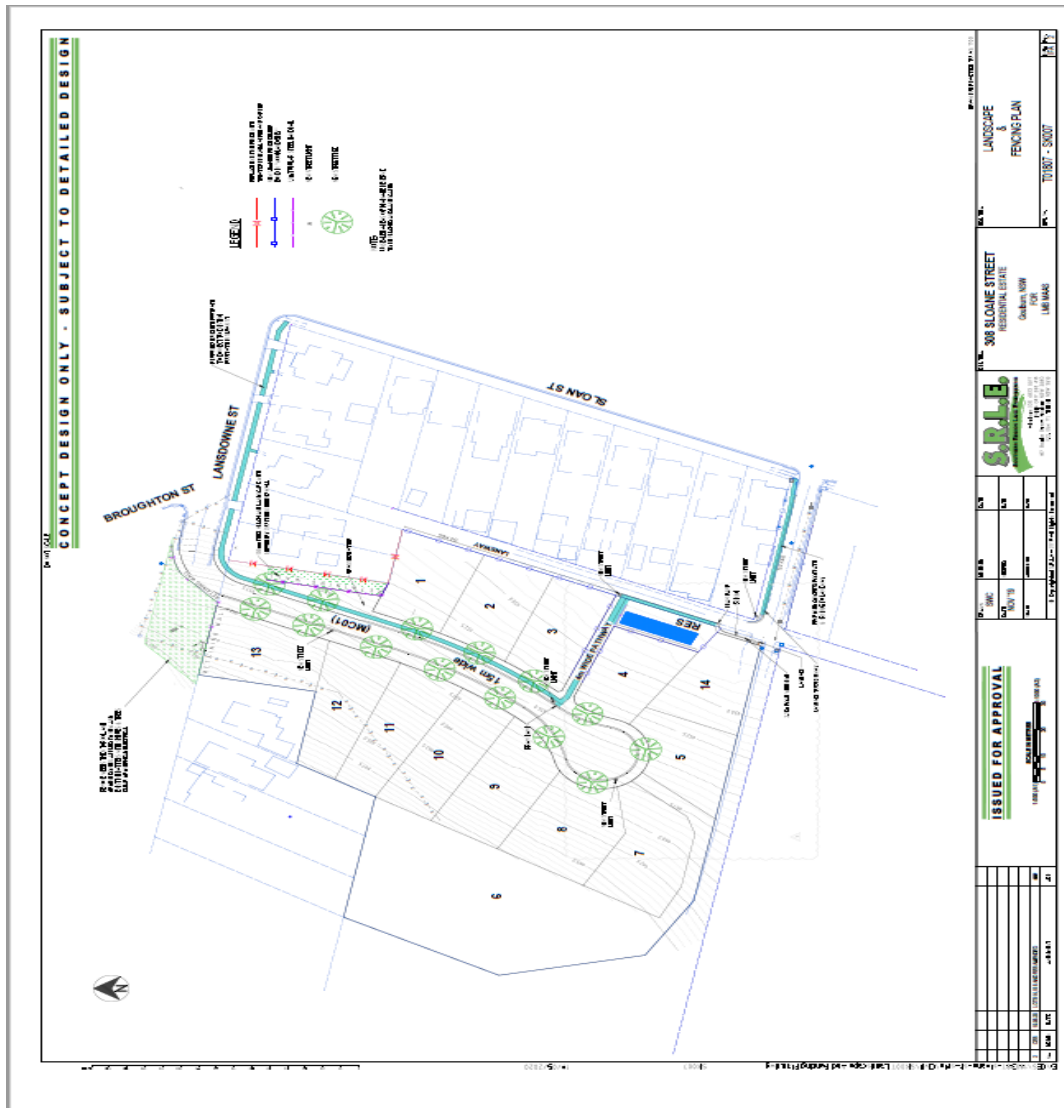
## **Schedule 5      Disclosures**

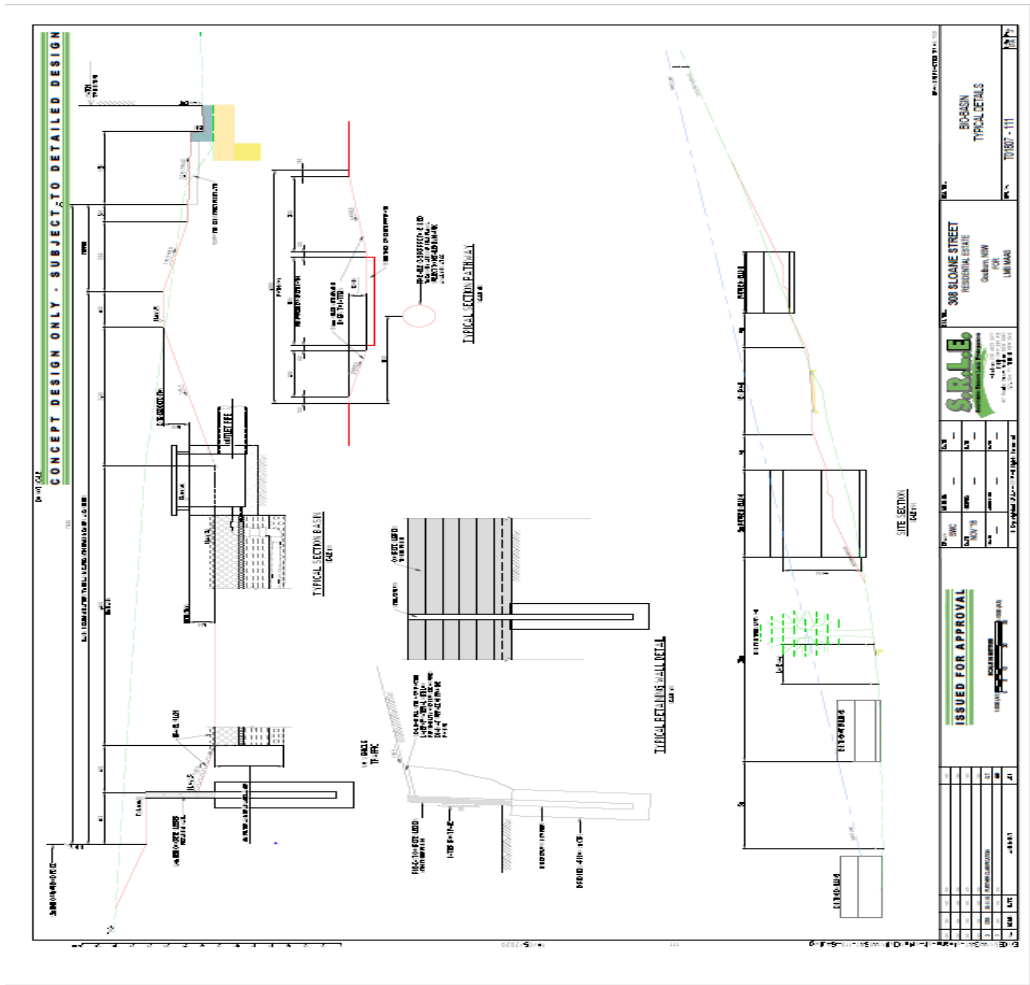
No disclosures made by the Developer for the purposes of clause 13.2

### Schedule 6 Designated Land Plan













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**Appendix A      Explanatory Note**

**Planning Agreement  
Explanatory Note  
Address – 30 B Sloane Street, Goulburn, NSW 2580  
Lot 2 in DP1099324**

**1. Introduction**

This Explanatory Note has been prepared jointly between the Parties in accordance with clause 205 of the *Environmental Planning & Assessment Regulation 2021* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the Parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

**2 Parties to the Planning Agreement**

The Parties to the Planning Agreement are:

- (1) Goulburn Mulwaree Council (ABN 84 049 849 319) (**Council**).
- (2) B.J. Maas & F.A. Mass & J.M. Maas (ABN 55 034 747 031) (**Developer**).

**3 Description of the Subject Land**

The land to which the Planning Agreement relates, and to which the Planning Agreement will be registered, is set out in the table below (**Land**).

| Folio Identifier | Location                   |
|------------------|----------------------------|
| Lot 2 DP1099324  | 30B Sloane Street NSW 2580 |

**4 Summary of objects, nature and effect of the Planning Agreement**

The **objective** of the Planning Agreement is to satisfy the condition in the development consent issued under the EPA Act with respect to MODDA/0090/2021 to DA/0073/1920 as set out in the Notice of Determination dated 8 July 2021 (**Development**), by providing development contributions to the public consisting of public works, the payment of monetary contributions, and the dedication of land to Council for drainage reserve as outlined in the plan attached at **Schedule 4** of the Planning Agreement.

The **intent** of the Planning Agreement is to facilitate the provision of the development contributions provided by the Developer as described in the table below, all of which will be

delivered prior to the issue of the first subdivision certificate in relation to the Development  
**(Contributions)**.

| Contribution  | Specifications  | Contribution Credit/Value of Works |
|---|---|------------------------------------|
| Dedication of the land at Schedule 6.                     | Dedication of land for the purposes of ongoing stormwater infrastructure management and drainage reserve.   | N/A                                |
| Stormwater Management Works                               | The construction of the Drainage Reserve and Bioretention Basin in accordance with the Development Consent, the referenced plans, Water NSW Concurrence requirements, and the Subdivision Works Certificate.  | \$75,800.00<br>At 18 May 2020      |
| Rejuvenation works  | Rejuvenation of the existing grasses batter to the upper section of Lansdowne Street to the west of the subdivision entrance in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate.   | \$5,700.00<br>At 18 May 2020       |
| Footpath extension along Lansdowne Street                 | The construction of a reinforced concrete 1.2m wide footpath from the existing footpath on Sloane Street to the entrance of the subdivision on Lansdowne Street in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate.                                | \$21,300.00<br>At 18 May 2020      |
| Footpath extension and Kerb & gutter works to the laneway | The construction of a reinforced concrete 1.2m wide footpath from existing footpath on Sloane Street along the laneways to connect into the 4m wide pathway at the boundary of the subdivision in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate. | \$12,700.00<br>At 18 May 2020      |
| Road widening of laneway                                  | The construction of 2.25m of road widening to the laneway to the rear of proposed Lots 14 and 4 in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards and the Subdivision Works Certificate   | \$17,700.00<br>At 18 May 2020      |
| Street lighting to laneway                                | The construction, installation, testing and commissioning of two street lights to the laneways in accordance with the Development Consent, the referenced plans, the Council's Engineering Standards, Essential Energy  | \$19,500.00<br>At 18 May 2020      |

|                                    |  |                               |
|------------------------------------|--|-------------------------------|
|                                    | standards and requirements and the Subdivision Works Certificate             |                               |
| Monetary Contribution - Stormwater | Ongoing maintenance (30 years) of Stormwater Treatment Facility              | \$27,350.00<br>At 18 May 2020 |
| Monetary Contribution - Stormwater | Capitalisation and first renewal of (40 years) Stormwater Treatment Facility | \$12,750.00<br>At 18 May 2020 |

As security for the Developer's obligations to pay the Contributions, the Planning Agreement will be registered on the title of the Land and the Developer will provide the Council with bank guarantees to ensure completion of the Contributions.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable).

## **5 Assessment of the merits of the Planning Agreement**

### **5.1 The planning purposes served by the Planning Agreement**

In accordance with section 7.4 of the EPA Act, the Planning Agreement promotes the following public purpose:

- (1) Provision of infrastructure to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure;
- (2) Enables the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities; and
- (3) Provides for the dedication of land for drainage reserve.

### **5.2 How the Planning Agreement promotes the public interest**

In accordance with the objects of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By providing certainty as to provision of the Contributions;
- (2) The proper management, development and conservation of land;
- (3) The promotion and co-ordination of the orderly and economic use and development of land; and

- (4) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment, and are invited to make comment on the Planning Agreement.

### **5.3 The impact of the Planning Agreement**

The overall impacts of the Planning Agreement are positive as it will:

- (5) Enable the land to be developed, therefore, increasing the availability of suitable residential land in (Insert location) for future housing needs;
- (6) Enable the land to be developed, which in turn will upgrade the local road network in the vicinity of the development; and
- (7) Enhance the natural environment through the construction and long-term maintenance of the Bioretention Basin.

### **5.4 How the Planning Agreement promotes Council's guiding principles**

The Planning Agreement promotes the Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW) to enable Councils to manage lands and other assets so that current and future local community needs can be met in an affordable way.

## **6 Identification of whether the Planning Agreement conforms with the Council's capital works program**

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The works are not dissimilar to Council's capital works program, therefore, the Planning Agreement conforms with the Council's capital works program

## **7 Requirements of the Planning Agreement**

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The following requirements of the Agreement must be complied with before:

- (1) **A Subdivision Works Certificate is issued:**  
Security in the form of bank guarantees must be provided.
- (2) **A Subdivision Certificate is issued:**  
Completion of Developer's Works and dedication of designated land and payment of monetary contributions.







**16.2 REV/0010/2122 - PLANNING AGREEMENT FOR 35 BONNETT DRIVE, GOULBURN**

**Author:** Business Manager Planning & Development

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. **Draft Planning Agreement V1.07\_35 Bonnett Drive, Goulburn** [↓](#)   
 2. **Plan of Subdivision** [↓](#) 

|                              |  |
|------------------------------|--|
| <b>Reference to LSPS:</b>    | Planning Priority 4: Housing – Vision 2040 - A range and diversity in housing type, which is contextual and affordable and is primarily centred around Goulburn and Marulan. |
| <b>DA Number:</b>            | REV/0010/2122 (DA/0136/2122)   |
| <b>Address:</b>              | 35 Bonnett Drive, Goulburn   |
| <b>Proposal Description:</b> | Eight (8) Lot Torrens Title Subdivision  |

**RECOMMENDATION**

That:

1. The report for the draft Planning Agreement associated with REV/0010/2122 for an 8 lot Torrens title subdivision at 35 Bonnett Drive, Goulburn be received.
2. The draft Planning Agreement associated with REV/0010/2122 for an 8 lot Torrens title subdivision be placed on public exhibition for a minimum period of 28 days, in accordance with section 7.5(1) of the *Environmental Planning and Assessment Act 1979*.
3. Subject to no submissions being received the Chief Executive Officer be given delegation to execute the Planning Agreement.
4. Upon receipt of any submissions during the exhibition period the matter be reported back to the Council.

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**

On 18 October 2022, Development Consent REV/0010/2122 was granted by the Council subject to conditions, including deferred commencement conditions. The deferred commencement conditions required, among other matters, that a planning agreement be entered into and executed by the Applicant and the Council in accordance with the letter of offer dated 15 September 2022.

**REPORT**

**Proposed Development**

REV/0010/2122 is an approved 8 lot Torrens title subdivision of Lot 23 in DP 1053904, known as 35 Bonnett Drive, Goulburn NSW. The proposed subdivision will create lots ranging in size from 2,125m<sup>2</sup> to 2,720m<sup>2</sup> in the established Run-O-Waters precinct; therefore, increasing the availability of vacant residential land.

The proposal requires a stormwater bioretention basin to manage stormwater quality and detention located within landscaped drainage reserve positioned in a lot fronting Bonnett Drive. The basin and the drainage reserve are to be dedicated to the Council.

The proposed plan of subdivision which identifies the land to be dedicated to the Council has been included in the **Attachment**.

### **Planning Agreement**

A Planning Agreement has been prepared by the applicant and Council staff, based on the general terms that have been negotiated with the Executive. The Planning Agreement has been reviewed by Council's legal team and comments included from that review. The main terms of the Planning Agreement are as follows:

- a) The dedication of the land for the drainage reserve and stormwater bioretention basin free of charge and at no cost to Council.
- b) The Developer is to construct the drainage reserve and stormwater bioretention basin including landscaping and fencing in accordance with the Development Consent, the referenced plans, Water NSW concurrence and the Subdivision Works Certificate at no cost to Council.
- c) The Developer is to pay the Council \$41,834.06, as a monetary contribution for the capitalised operation and maintenance cost of the stormwater bioretention basin, for an assumed life of 30 years.
- d) The Developer is to pay the Council \$26,093.52 as a monetary contribution, for the capitalised renewal cost of the stormwater bioretention basin, for an assumed life of 30 years.
- e) The Developer must maintain the drainage reserve and stormwater bioretention basin for two years following dedication to the Council. The maintenance obligation is valued at \$5,000.
- f) The Developer is to pay the Council a monetary contribution of \$15,000 towards the Goulburn Waterworks Plan of Management as a form of public benefit.

Note: All monetary contributions are subject to indexation at the time of payment to account for positive changes in the Consumer Price Index (CPI).

The above works and payments are to be undertaken and made at different stages being prior to the issue of the relevant Subdivision Certificate.

The Environmental Planning & Assessment Act 1979 requires the draft Planning Agreement to be placed on public exhibition for a minimum period of 28 days. Following a review of any submissions received during the exhibition period and any required amendments to the draft Planning Agreement the final version of the Planning Agreement may be the subject of a final legal review by Council's solicitors. In this instance the costs of the review are to be met by the Developer.

The proposed draft Planning Agreement including the guiding explanatory note are included in the **Attachment**.

### **Policy Considerations**

- Goulburn Mulwaree Planning Agreement & Land Dedication Policy

### **Conclusion and Recommendation**

The proposed draft Planning Agreement is both warranted and necessary for the operation of the proposed subdivision which will provide for additional residential lots in the Run-O-Waters precinct.

Accordingly, it is recommended that the draft Planning Agreement be placed on public exhibition for a minimum period of 28 days.

Following the exhibition period a post exhibition report will be prepared for Council's consideration only if submissions are received.

**FINANCIAL IMPLICATIONS**

The costs incurred in the preparation and execution of the planning agreement are met by the proponent. All costs incurred by the Council are to be reimbursed before the Planning Agreement is executed.

## Planning Agreement

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**Land**

35 Bonnet Drive Run-O-Waters NSW 2580

**Parties**

**GOULBURN MULWAREE COUNCIL ABN 84 049 849 319**

(Council)

**REDFERN FRESH PTY LTD ACN 167 764 776**

(Developer)

| Version control table to be deleted once PA finalised |            |                                 |
|---|------------|---------------------------------|
| Version   | Date       | Notes                           |
| V1.01   | 18.10.2022 | Issued for comment to Developer |
| V1.02   | 19.12.2022 | Developer Changes               |
| V1.03   | 20/02/2023 | GMC comments added              |
| V1.04   | 15.03.2023 | Developer amends                |
| V1.05   | 08.05.2023 | GMC comments Added              |
| V1.06   |            | Developer amendments            |
| V1.07   | 27.09.2023 | Maddocks Review                 |

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**DATED**

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**PARTIES**

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**Goulburn Mulwaree Council** ABN 84 049 849 319 of 184-194 Bourke Street, Goulburn NSW 2580 (**Council**)

**Redfern Fresh Pty Ltd** ACN 167 764 776 of 113 Beatrice Street Balgowlah Heights NSW 2093 (**Developer**)

**BACKGROUND**

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- A. On 1 September 2021, the Developer made a Development Application (DA/0136/2122) to Council for Development Consent to carry out the Development on the Land.
- B. On 28 April 2022, Council determined the Development Application by way of refusal.
- C. On 9 June 2022 the Developer exercised their right of review under section 8.2 of the *Environmental Planning and Assessment Act 1979* (**Review Application**).
- D. The Review Application was accompanied by an offer by the Developer to enter into a planning agreement with the Council to provide public benefits if Development Consent was granted to the Review Application.
- E. On 18 October 2022, the Review Application was determined by the Council at an Ordinary Meeting and the Council granted Development Consent (reference REV/0010/2122) subject to conditions, including deferred commencement condition (B), which required that a planning agreement be entered into in accordance with the Developer's letter of offer dated 15 September 2022 and as set out in that deferred commencement condition.
- F. The Developer is the registered proprietor of the Land.
- G. The Developer has offered to enter into this Agreement with Council and has agreed to provide the Development Contributions in connection with carrying out the Development subject to and on the terms and conditions set out in this Agreement.

**OPERATIVE PROVISIONS**

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**1. Definitions**

The following definitions apply unless the context otherwise requires:

**Acceptance of Completion Notice** means a notice issued by the Council to the Developer pursuant to clause 9.2.1.

**Acquisition Act** means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).



**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Assign** as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

**Authority** means (as appropriate) any:

- (a) federal, state or local government;
- (b) department of any federal, state or local government;
- (c) any court or administrative tribunal; or
- (d) statutory corporation or regulatory body.

**Bank Guarantee** means a bank guarantee from an Australian bank that is provided to the Council by the Developer under this Agreement which is:

- (a) in a form acceptable to Council;
- (b) unconditional and irrevocable; and
- (c) without an expiry date.

**Bioretention Basin** means water sensitive urban design infrastructure as shown on the plan attached at Schedule 7, being part of the Works on Dedicated Land and being the range of measures that are designed to avoid or minimise the environmental impacts of urbanisation in terms of the demand for water and the potential pollution threat to natural waterways.

**Business Day** means between 9am and 5pm Sydney time on a day other than a Saturday, Sunday, any other local, state or federal public holiday and any day between 20 December and 10 January inclusive.

**Claim** against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Complete, Completed, Completion** means completed in accordance with the requirements of this Agreement.

**Completion Notice** means a notice issued by the Developer to the Council pursuant to clause 9.1.1.

**Compliance Certificate** has the same meaning as in the Act.

**Construction Certificate** has the same meaning as in Part 6 of the Act.

**Council** means Goulburn Mulwaree Council.

**Date of Completion** means, in relation to each Item of Work, the date on which the works are Completed being the earlier of:

- (a) the date an Item of Work is deemed to have been Completed under clause 9.3; or
- (b) the date of Completion as set out in an Acceptance of Completion Notice.

**Default Event** means any of the following events:

- (a) a Party fails to pay when due any amount payable by it under this Agreement;
- (b) a Party fails to duly observe and perform any of its obligations under the Agreement;
- (c) a Party gives a representation or warranty under the Agreement that is materially incorrect, untrue or misleading;
- (d) a Party commits any other material breach of the Agreement; or
- (e) a Party fails to comply with a material law.

**Defect** means anything in the Item of Works which:

- (a) adversely affects the ordinary use and/or enjoyment of that item; or
- (b) may require maintenance or rectification works to be performed on it at some time in the future as a result of the existence of the defect;

**Defects Liability Period** means, in relation to each Item of Works, the period during which the Developer will be liable for any defects under clause 10, as set out in Item 5 of Schedule 2.

**Designated Land** means that part of the Land identified as Designated Land on the plan attached as Schedule 6.

**Developer** means Redfern Fresh Pty Ltd ACN 167 764 776.

**Development** means the development of the Land by the Developer as described in Item 2 of Schedule 2.

**Development Application** means a development application lodged by the Developer with Council in relation to the Development as described in Item 3 of Schedule 2.

**Development Consent** means a development consent issued under the Act with respect to the Development Application and the Development.

**Development Cost** means in relation to an Item of Works:

- (a) the construction costs of that Item of Works;
- (b) any costs incurred under a building contract in relation to that Item of Works; and
- (c) any costs or expenses payable to an Authority in relation to that Item of Works,

as determined by a Quantity Surveyor in accordance with clause 5.1.

**Drainage Reserve** means the drainage reserve to be constructed by the Developer as shown on the plan attached at Schedule 7, being part of the Works.

**Encumbrance** means an interest or power:

- (a) reserved in or over an interest in any asset;
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right

of any other person and any other encumbrance or security interest, trust or bill of sale; or

- (c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

**Final Lot** means a lot created in the Development for separate residential occupation and disposition, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (a) on which is situated a dwelling-house that was in existence on the date of this Agreement.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the goods and services tax.

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

- (a) the Developer becomes insolvent;
- (b) the Developer assigns any of its property for the benefit of creditors or any class of them;
- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Developer or the Developer enters into a scheme of arrangement with its creditors or is wound up;
- (d) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (e) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 days after being made;
- (f) any step is taken to do anything listed in the above paragraphs; and
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

**Item of Works** means an individual item of the Works as set out in Item B of Table 1 in Schedule 4.

**Land** means the land described in Item 1 of Schedule 2.

**Law** means all applicable legislation, regulations, by-laws, common law and other binding order made by any Authority, including any applicable Planning Legislation and Environmental Law as defined at clause 13.1.

**Maintenance Liability Period** means the period of time, as set out in Item 6 of Schedule 2.

**Maintenance Obligations** has the meaning given to that term in clause 11.1 of this Agreement.

**Maintenance Security** means the Bank Guarantee for the maintenance of the Drainage Reserve and Bioretention Basin during the Maintenance Liability Period as set out in Table 2 of Schedule 4.

**Maintenance Security Amount** means the amount of security required for the Maintenance Security under clause 11 as set out in Item 7 of Schedule 2.

**Monetary Contributions** means the monetary contributions set out in Item C in Table 1 Schedule 4.

**Party** means a party to this Agreement.

**Planning Legislation** means the Act, the *Local Government Act 1993* (NSW) and the *Roads Act 1993* (NSW), and associated regulations.

**Public Benefits** means the provision of the Works, the making of the Monetary Contributions and the dedication of the Designated Lands and carrying out of the Maintenance Obligations by the Developer as set out in Table 1 of Schedule 4 and in accordance with this Agreement.

**Quantity Surveyor** means someone selected and appointed by the Council from a list of Quantity Surveyors all of whom must be members of Panels for the NSW Department of Commerce or Local Government Procurement.

**Residential Lot** means a single lot created on the registration of a plan of subdivision as part of the Development intended to not be further subdivided and to be used for the purpose of the construction of one (1) or more residential dwellings.

**Security Interest** means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

**Security Value** means the value for each Bank Guarantee required under this Agreement as set out in Table 2 of Schedule 4 under the heading Security Value.

**Subdivision Certificate** means a subdivision certificate as defined in section 6.4(d) of the Act.

**Subdivision Works Certificate** means a subdivision works certificate as defined in section 6.4(b) of the Act.

**Works** means the works specified or described in Item B in Table 1 of Schedule 4.

**Works as Executed Plan** means a plan that shows that construction has been completed in accordance with the engineering plans and specifications.

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## 2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- 2.1.1 Any reference to a **clause, annexures and schedules** refers to a clause in, or annexure or schedule to this Agreement.
- 2.1.2 Any reference to a **statute** refers to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

- 2.1.3 The singular includes the plural and vice versa.
- 2.1.4 A reference to a **person** includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
- 2.1.5 A reference to **executors, administrators or successors** refers to a particular person that includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- 2.1.6 **Dollars, Australian dollars, dollars, \$, AUS \$ or A\$** is a reference to the lawful currency of Australia.
- 2.1.7 Where any period of time is calculated from the given day or day of an act or event, it is to be calculated exclusive of that day.
- 2.1.8 A **day** is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- 2.1.9 A **group of persons or things** is a reference to any two or more of them jointly and to each of them individually.
- 2.1.10 The words **include, including, for example or such as** are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 2.1.11 If an act under this Agreement to be done by a Party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
- 2.1.12 If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- 2.1.13 Any time of day referenced in this agreement is a reference to Sydney time.
- 2.1.14 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Agreement.
- 2.1.15 A reference to any agreement, Agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
- 2.1.16 A reference to one gender extends and applies to the other.

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### **3. Status**

#### **3.1 Planning Agreement**

- 3.1.1 This Agreement is a planning agreement:
- (a) within the meaning set out in section 7.4(1) of the Act; and
  - (b) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.
- 3.1.2 Schedule 1 sets out the application of section 7.4 of the Act in this Agreement.

**3.2 Application**

This Agreement applies to both the Land and the Development.

**3.3 Operation of Agreement**

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

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**4. Application of section 7.11 and section 7.12****4.1 Application**

4.1.1 The application of sections 7.11 and 7.12 of the Act to the Development are excluded to the extent set out in Items 4 and 5 of Schedule 1.

4.1.2 The Public Benefits are to be taken into consideration in determining a development contribution under section 7.11 of the Act with respect to the Development to the extent set out in Item 6 of Schedule 1.

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**5. Satisfaction of Public Benefit condition****5.1 Determination of Development Cost**

5.1.1 Upon Completion of any Item of Works the Developer must within 5 Business Days notify the Council in writing of the Completion of that Item of Works.

5.1.2 Upon receipt of written notification given under clause 5.1.1, the Council shall, at the Developer's cost, appoint a Quantity Surveyor to assess the Development Cost of the relevant Items of Works the subject of the notice given under clause 5.1.1. The Quantity Surveyor shall issue a certificate in favour of both Council and the Developer as to the Development Cost of the relevant Item of Works.

5.1.3 The determination of the Quantity Surveyor as to the Development Cost of an Item of Works is conclusive and binding on the Parties except in the case of manifest error.

5.1.4 The Developer shall, within 15 Business Days of receipt of an invoice in relation to the Quantity Surveyor costs incurred pursuant to an assessment of Development Cost under this clause, pay that invoice as directed by Council.

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**6. Registration of this Agreement****6.1 Registration**

This Agreement must be registered on the title of the Land pursuant to section 7.6 of the Act.

**6.2 Obligations of the Developer**

6.2.1 The Developer must, within 10 Business Days of execution of this Agreement:

- (a) do all things necessary to allow the registration of this Agreement to occur, including but not limited to obtaining the consent of any mortgagee registered on the title of the Land; and

(b) pay any costs incurred by Council in undertaking that registration.

6.2.2 The Developer must provide Council with evidence that the Agreement has been registered on the title to the Land within 10 Business Days of registration.

### **6.3 Removal from Title of the Land**

6.3.1 The Council will do all things necessary to allow the Developer to remove the registration of this Agreement from the title of the Land where the Developer has:

- (a) provided all Monetary Contributions;
- (b) Completed the Works; and
- (c) dedicated the Designated Land; or
- (d) the Development Consent is surrendered in accordance with the Planning Legislation and that surrender is accepted by Council and Council is satisfied that there are no breaches of this Agreement.

6.3.2 The Developer must pay any costs incurred by the Council in undertaking that discharge.

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## **7. Provision of Public Benefits**

### **7.1 Designated Land**

7.1.1 The Developer must dedicate the Designated Land to the Council:

- (a) free of any trusts, estates, interests, covenants and Encumbrances;
- (b) by the dates specified in Item A in Table 1 of Schedule 4; and
- (c) at no cost to the Council.

7.1.2 The Developer must meet all costs associated with the dedication of the Designated Lands in accordance with clause 7.1.1, including any costs incurred by the Council in relation to that dedication.

7.1.3 The Council must do all things reasonably necessary to enable the Developer to comply with clause 7.1.1.

7.1.4 The Designated Land is to be dedicated to the Council for use as a stormwater treatment facility.

### **7.2 Works**

The Developer, at its cost, must:

- 7.2.1 if necessary, obtain any consents, approvals or permits required by a relevant Authority, for the conduct of the Works;
- 7.2.2 carry out and complete each Item of Works by the time specified in Item B in Table 1 of Schedule 4; and

- 7.2.3 carry out and complete the Works:
- (a) in accordance with the requirements of, or consents issued, by any relevant Authority;
  - (b) in accordance with the reasonable requirements of the Council and any applicable Development Consent and any design or specification specified or approved by the Council acting reasonably; and
  - (c) in a proper and workmanlike manner complying with current industry practice and standards, including applicable Australian standards.

**7.3 Protection of People and Property**

The Developer is to use all reasonable endeavours in relation to the performance of its obligations under this Agreement to ensure that:

- 7.3.1 all necessary measures are taken to protect people and property;
- 7.3.2 unnecessary interference with the passage of people and vehicles is avoided; and
- 7.3.3 nuisances and unreasonable noise and disturbances are prevented.

**7.4 Monetary Contributions**

The Developer must make the Monetary Contributions to the Council in accordance with Item C in Table 1 of Schedule 4.

**7.5 Indexation**

- 7.5.1 The amount of each Monetary Contribution or Security Value will be indexed in accordance with the following formula:

$$\frac{A = B \times C}{D}$$

where:

**A** = the indexed amount;

**B** = the value of the Monetary Contribution or Security Value as set out in Schedule 4;

**C** = the Index most recently published before the date that the relevant item is provided, completed or paid as the case may be; and

**D** = the Index current as at the date the agreement comes into effect.

If **A** is less than **B** then the amount of the relevant Monetary Contribution or the Security Value will not change.

- 7.5.2 For the purposes of clause 7.5.1:
- (a) each component of the Monetary Contribution or the Security Value is indexed as at the date it is paid; and
  - (b) the Index means the *Consumer Price Index (All Groups) for Sydney* or such other index which replaces it from time to time.



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**8. Verification of Works**

- 8.1.1 The Developer must, prior to commencing any Works and at its own cost, engage an independent third-party consultant (**Consultant**) with proven specialised expertise in the design, inspection and commissioning of water sensitive urban design devices and in particular the devices covered by this Agreement.
- 8.1.2 Within seven (7) days of engaging the Consultant, the Developer must provide Council with the details of the Consultant, including the Consultant's name, and curriculum vitae setting out the Consultant's proven specialised expertise in the design, inspection and commissioning of water sensitive urban design devices.
- 8.1.3 When issuing a Completion Notice in accordance with clause 9.1, the Developer must provide the Council with independent written verification from the Consultant that the relevant Works have been completed:
- (a) in accordance with this Agreement and any consents, approvals or permits required by a relevant Authority as specified in clause 7.2;
  - (b) in accordance with the scope and specifications for the Works as set out in Item B in Table 1 of Schedule 4, or as set out in any variation approved in accordance with clause 9.2.3; and
  - (c) in accordance with industry best practice.

---

**9. Completion of Works****9.1 Issue of Completion Notice**

- 9.1.1 No later than fourteen (14) Business Days after the Completion of an **Item of Works** the Developer is to submit to Council a full Works as Executed Plan and any supporting documentation relied upon to verify completion including the written verification of the Consultant procured under clause 8 with the completion notice for the Works Completed (**Completion Notice**).
- 9.1.2 The Developer, being the copyright owner in the Works as Executed Plan, assigns the copyright in the Works as Executed Plan to Council free of cost to the Council.
- 9.1.3 If the Developer is not the copyright owner of the Work as Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works as Executed Plan at the Developers expense.
- 9.1.4 The Council may require, at its absolute discretion, the provision of a Compliance Certificate to accompany the Completion Notice in order to accept the Completion Notice.

**9.2 Notice of Completion**

Council must provide notice in writing to the Developer with fourteen (14) Business Days that the relevant Item of Works, the subject of a Completion Notice:

- 9.2.1 has been Completed (**Acceptance of Completion Notice**); or
- 9.2.2 will need to be inspected, tested or assessed prior to issuing an Acceptance of Completion Notice; or

- 9.2.3 has not been Completed, in which case the notice must also detail:
  - (a) those aspects of the Item of Works which have not been Completed; and
  - (b) the work Council requires the Developer to carry out in order to rectify those deficiencies.

**9.3 Deemed Completion**

Not used.

**9.4 Effect of Council Notice**

- 9.4.1 Where Council serves notice on the Developer pursuant to clause 9.2.2 or 9.2.3, the Developer must:
  - (a) rectify the deficiencies in that item in accordance with that notice within a reasonable time (not being less than fourteen (14) days from the date it is issued by the Council); or
  - (b) serve a notice on the Council that it disputes the matters set out in the notice.
- 9.4.2 Where the Developer:
  - (a) serves notice on the Council in accordance with clause 9.4.1(b) the dispute resolution provisions of this Agreement apply; or
  - (b) rectifies the Works in accordance with clause 9.4.1(a) it must serve upon the Council a new Completion Notice for the Works it has rectified (**New Completion Notice**).

**9.5 New Completion Notice**

- (a) The provisions of clauses 9.1 to 9.5 (inclusive) apply to any New Completion Notice issued by the Developer.
- (b) Without limitation to clause 8, the Consultant must verify that the relevant Works the subject of rectification pursuant to a notice issued by Council under clause 9.2.3 have been completed in accordance with the requirements of that notice.

**10. Defects liability**

**10.1 Defects Notice**

- 10.1.1 Where any Item of Works is Complete, but that item contains a Defect, the Council may issue a notice to the Developer (**Defects Notice**) concerning that Item of Works but only during the relevant Defects Liability Period.
- 10.1.2 A Defects Notice must contain the following information:
  - (a) the nature and extent of the Defect;

- (b) the work the Council requires the Developer to carry out in order to rectify the Defect; and
- (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days).

**10.2 Developer to Rectify Defects**

- 10.2.1 The Developer must rectify the Defects contained within a Defects Notice prior to the date specified in the Defects Notice.
- 10.2.2 The Developer must follow the procedure set out in clause 8 in respect of the Completion of the rectification of any Defect as if a reference in that clause to an Item of Works is a reference to the relevant Defect.

**10.3 Access to Designated Land**

If the Developer is required to access, use and occupy any part of the Designated Land for the purpose of discharging its obligations under this clause 10 after the relevant Designated Land has been dedicated or transferred to the Council, the Council will grant a fee free licence to the Developer:

- 10.3.1 with respect to so much of the relevant Designated Land; and
- 10.3.2 for such period;

that is reasonably necessary to allow the Developer to properly discharge those obligations.

**10.4 Inspection**

- 10.4.1 The Council may undertake an audit, inspection or testing of developer work under suspicion of non-compliance of this Agreement or any legislation with or without giving reasonable notice in accordance with the relevant legislative requirements.
- 10.4.2 The Developer is to provide the Council with any assistance that is reasonably required by Council to enable Council to undertake any audit, inspection or test of the Works.

**10.5 Right of Council to Step-in**

The Council may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Defects Notice where the Developer has failed to comply with a Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.

**10.6 Consequence of Step-in**

If the Council elects to exercise the step-in rights granted to it under clause 10.5 then:

- 10.6.1 The Council may:
  - (a) enter upon any part of the Land reasonably required to exercise those step-in rights; and
  - (b) rectify the relevant Defects in accordance with the Defects Notice;
- 10.6.2 the Developer must not impede or interfere with the Council in exercising those rights; and

10.6.3 the Council may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

#### **10.7 Costs of Council**

Where the Council exercises its step-in rights under clause 10.6, it may:

10.7.1 call upon the Bank Guarantees provided by the Developer pursuant to clause 17 to meet any costs for which the Developer is liable under clause 10.6; and

10.7.2 recover as a debt due in a court of competent jurisdiction any difference between the amount of the Bank Guarantees and the costs incurred by the Council in rectifying the Defects.

#### **10.8 Council may call on Bank Guarantee**

10.8.1 If the Developer does not comply with the terms of this clause, the Council may issue the Developer with a notice requiring the Developer to rectify the relevant default within twenty (20) Business Days from the date of that notice.

10.8.2 If the Developer fails to comply with a notice issued under clause 10.8.1 above, the Council, without limiting any other avenues available to it, may call on the relevant Bank Guarantee provided pursuant to clause 17 to the extent necessary to reimburse the Council for any costs incurred by it in rectifying the relevant default of the Developer.

#### **10.9 Indemnity**

The Developer indemnifies the Council against any Claim to the extent that the Claim arises as a direct result of a breach of this clause 10 by the Developer.

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### **11. Maintenance of Drainage Reserve and Bioretention Basin**

#### **11.1 Maintenance Obligations**

11.1.1 The Developer must:

(a) maintain the Drainage Reserve and Bioretention Basin in the manner and extent described in Item D in Table 1 of Schedule 4; and

(b) for the period described in Item D in Table 1 of Schedule 4 (timing),

at no cost to the Council (the **Maintenance Obligations**).

11.1.2 For the avoidance of doubt, the Drainage Reserve and Bioretention Basin must be maintained in accordance with the Maintenance Obligations.

11.1.3 The Developer must keep a written record of maintenance undertaken of the Drainage Reserve and Bioretention Basin and provide a copy to the Council upon request.

#### **11.2 Notice requiring Maintenance Obligations to be carried out**

11.2.1 If the Council, acting reasonably, is not satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 with respect to the Drainage

Reserve and Bioretention Basin, or additional maintenance is required the Council may, by notice in writing:

- (a) direct the Developer to undertake the required maintenance; and
- (b) specify a time by which the Maintenance Obligation is required.

11.2.2 Upon receipt of a notice from the Council in accordance with clause 11.2.1 (**Notice**), the Developer must:

- (a) carry out the Maintenance Obligation in accordance with the Notice; and
- (b) provide the Council with written confirmation that the Maintenance Obligation has been satisfied, together with any relevant documentation confirming that the Notice has been complied with.

### **11.3 Expiration of Maintenance Liability Period and return of Maintenance Security**

11.3.1 At the expiration of the Maintenance Liability Period, the Developer may provide a notice in writing to Council:

- (a) stating that the Maintenance Liability Period has expired; and
- (b) requesting the return of the Maintenance Security.

11.3.2 Within thirty (30) days of receipt of a notice in accordance with clause 11.2.2, the Council will undertake an inspection of the Drainage Reserve and Bioretention Basin (**Site Inspection**).

11.3.3 If, following the Site Inspection, the Council (acting reasonably):

- (a) is satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 as at the date of the Site Inspection, the Council will return the Maintenance Security to the Developer within thirty (30) days; or
- (b) is not satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 as at the date of the Site Inspection, the Council may issue the Developer with a Notice in accordance with clause 11.2; and
- (c) will return the Maintenance Security within thirty (30) days of receipt of written confirmation from the Developer in accordance with clause 11.2.2 to Council's satisfaction.

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## **12. Warranties and Indemnities**

### **12.1 Warranties**

The Developer warrants to the Council that:

- 12.1.1 it is able to fully comply with its obligations under this Agreement;
- 12.1.2 it has full capacity to enter into this Agreement; and

- 12.1.3 there is no legal impediment to it entering into this Agreement, or performing the obligations imposed under it.

**12.2 Indemnity**

Without limiting any other indemnities provided in this Agreement, the Developer indemnifies the Council in respect of any Claim that may arise as a result of the conduct of the Works, but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of the Council.

**13. Contamination**

**13.1 Definitions**

For the purpose of this clause:

**Contamination** has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

**Contaminated** means subject to Contamination.

**Environment** means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or man-made or modified features or structures,
- (f) and includes ecosystems and all elements of the biosphere.

**Environmental Law** means all laws relating to the protection of or prevention of harm to the Environment including but not limited to any law relating to the use of land, planning, environmental assessment, the environmental or historic heritage, water, water catchments, pollution of air, soil, ground water or surface water, noise, soil, chemicals, pesticides, hazardous goods, building regulation, occupation of buildings, public health or safety, occupational health and safety, environmental hazard, any aspect of protection of the environment or the enforcement or administration of any of those laws (whether those laws arise under statute or the common law or pursuant to any permit, licence, approval, notice, decree, order or directive of any governmental agency or otherwise).

**13.2 Warranty and Indemnity**

The Developer warrants that:

- 13.2.1 except as disclosed in Schedule 5 of this Agreement, the Designated Land is not Contaminated; and
- 13.2.2 the Developer indemnifies and must keep indemnified the Council against all liability for and associated with all Contamination present in, on or under the Designated Land as at the date of dedication or transfer of the Designated Land to Council in accordance with this Agreement.

**13.3 Contamination caused by Developer**

13.3.1 If Contamination in, on or under the Land or land which is outside the boundary of the Land is caused or contributed to by the Developer or as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, the Developer will, at its own cost and within a reasonable time, remediate the Contamination to a standard suitable for the current and proposed future use of that land.

13.3.2 Where Contamination is caused or contributed to by the Developer as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, and that Contamination is in, on or under any land that is owned or occupied by the Council, or under the management and control of the Council, the Developer indemnifies and must keep indemnified the Council against all liability for and associated with all such Contamination.

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**14. Determination of this Agreement****14.1 Determination**

This Agreement will determine upon the Developer satisfying all of its obligations under the Agreement.

**14.2 Effect of Determination**

Upon the determination of this Agreement the Council will do all things necessary to allow the Developer to remove this Agreement from the title of the whole or any part of the Land as quickly as possible.

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**15. Prohibition on assignment**

15.1 The Developer may not Assign its rights or obligations under this Agreement without the prior written consent of the Council.

15.2 The Developer must not Assign its interest in the Land, other than a single Residential Lot approved pursuant to a Development Consent and created by the registration of a plan of subdivision, unless:

15.2.1 the Council consents to the Assignment; and

15.2.2 the Developer has, at no cost to Council, first procured that the proposed assignee enters into an agreement on terms reasonably satisfactory to the Council under which the assignee agrees to be bound by the terms of this Agreement with respect to the relevant part of the Land being Assigned.

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**16. Compulsory Acquisition of the Designated Land**

16.1 The Developer consents to the compulsory acquisition of the Designated Land:

16.1.1 in accordance with the Acquisition Act; and

16.1.2 on the terms set out in this clause 16.

- 16.2 The Council may only acquire the Designated Land compulsorily in accordance with the Acquisition Act if the Developer has committed a Default Event with respect to the dedication of that land under this Agreement.
- 16.3 If the Council acquires the Designated Land compulsorily in accordance with the Acquisition Act:
  - 16.3.1 the Developer agrees that the compensation payable to it on account of that acquisition under the Acquisition Act is \$1.00; and
  - 16.3.2 the Council must complete that acquisition within twelve (12) months of the relevant Default Event.
- 16.4 The Parties agree that the provisions of this clause 16 are an agreement with respect to the compulsory acquisition of the Designated Land for the purpose of section 30 of the Acquisition Act.

**17. Security**

**17.1 Delivery to Council of Bank Guarantee**

The Developer must deliver to Council one or more Bank Guarantees:

- 17.1.1 in the amount(s) equal to the sum of the Security Value; and
- 17.1.2 by the time specified in Table 2 of Schedule 4.

**17.2 Council may call on Bank Guarantee**

17.2.1 The Council may make an appropriation from the Bank Guarantee (and the proceeds of the Bank Guarantee, including any interest earned in respect of such proceeds) at any time, without prior notice to the Developer, in such amount as the Council, acting reasonably, thinks appropriate for the provision of the Works, the costs of rectifying any default by the Developer under this Agreement, ensuring due and proper performance of the Developer’s obligations under this Agreement if:

- (a) an Insolvency Event occurs in respect of the Developer;
- (b) the Developer fails to deliver, or comply with its obligations under this Agreement in relation to the delivery of the Works (including with respect to the rectification of Defects), and such failure has not been rectified to the reasonable satisfaction of the Council within fourteen (14) days of receipt of written notice requiring performance of its obligations; or
- (c) the Developer fails to provide the Public Benefits in accordance with this Agreement.

17.2.2 Within ten (10) days of the Council making an appropriation from the Guarantee, the Council must notify the Developer of that appropriation.

**17.3 Top Up of Bank Guarantee**

Within fourteen (14) days of being requested to do so by the Council the Developer must ensure that the amount secured by any Bank Guarantee is returned to the relevant level set out in clause 17.1.



**17.4 Security during Defects Liability Period**

17.4.1 Upon the Completion of an Item of Works and the commencement of the Defects Liability Period, the Council must return any Bank Guarantees held by it with respect to the relevant Item of Works.

17.4.2 In exchange, the Developer must provide the Council with one (1) or more Bank Guarantees in a form acceptable to the Council for an amount equal to twenty per cent (20%) of the sum of the Security Value for that Item of Works.

**17.5 Return of Bank Guarantee**

Council must return the:

17.5.1 Maintenance Security in accordance with clause 11.3; and

17.5.2 any remaining Bank Guarantees to the Developer within thirty (30) days from the expiration of the Defects Liability Period for the last Item of Works that is Completed.

**17.6 Return of Bank Guarantee if Land sold or Agreement assigned**

If the Developer sells or transfers the Land or Assigns its rights and obligation under this Agreement or novates this Agreement in accordance with clause 14, the Council must release and return the Bank Guarantee to the Developer within ten (10) Business Days of the date the purchaser, transferee, assignee or novate provide Council with a replacement Bank Guarantee following such as sale, transfer, assignment or novation in the full amount of the Bank Guarantee that the Council is entitled to hold under this Agreement.

**18. Dispute Resolution**

**18.1 Notice of Dispute**

18.1.1 If a dispute between the Parties arises in connection with this Agreement or its subject matter (**Dispute**), then either Party (**First Party**) must give to the other (**Second Party**) a notice which:

- (a) is in writing;
- (b) adequately identifies and provides details of the Dispute;
- (c) stipulates what the First Party believes will resolve the Dispute; and
- (d) designates its representative (**Representative**) with the necessary authority to negotiate and resolve the Dispute.

18.1.2 The Second Party must, within seven (7) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person with the necessary authority to negotiate and settle the Dispute (the representatives designated by the Parties being together, the **Representatives**).

**18.2 Conduct Pending Resolution**

The Parties must continue to perform their respective obligations under this Agreement if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate Party indemnifies the other Party against costs, damages and all

losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying Party.

**18.3 Further Steps Required before Proceedings**

Subject to clause 18.12 and except as otherwise expressly provided in this Agreement, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 18.5 or determination by an expert under clause 18.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within seven (7) Business Days of the date a notice under clause 18.1 is served.

**18.4 Disputes for Mediation or Expert Determination**

If the Representatives have not been able to resolve the Dispute, then the Parties must agree within seven (7) Business Days to either refer the matter to mediation under clause 18.5 or expert resolution under clause 18.6.

**18.5 Disputes for Mediation**

18.5.1 If the Parties agree in accordance with clause 18.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the Parties and, if the Parties cannot agree within seven (7) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.

18.5.2 If the mediation referred to in clause 18.5.1 has not resulted in settlement of the Dispute and has been terminated, the Parties may agree to have the matter determined by expert determination under clause 18.6.

**18.6 Choice of Expert**

18.6.1 If the Dispute is to be determined by expert determination, this clause 18.6 applies.

18.6.2 The Dispute must be determined by an independent expert in the relevant field:

- (a) agreed between and appointed jointly by the Parties; or
- (b) in the absence of agreement within seven (7) Business Days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.

18.6.3 If the Parties fail to agree as to the relevant field within seven (7) Business Days after the date that the matter is required to be determined by expert determination, either Party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on the Parties.

18.6.4 The expert appointed to determine a Dispute:

- (a) must have a technical understanding of the issues in dispute;
- (b) must not have a significantly greater understanding of one Party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
- (c) must inform the Parties before being appointed of the extent of the expert's understanding of each Party's business or operations and, if that information

indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.

- 18.6.5 The Parties must promptly enter into an agreement with the expert appointed under this clause setting out the terms of the expert's determination and the fees payable to the expert.

**18.7 Directions to Expert**

- 18.7.1 In reaching a determination in respect of a dispute under clause 18.6, the independent expert must give effect to the intent of the Parties entering into this Agreement and the purposes of this Agreement.

- 18.7.2 The expert must:

- (a) act as an expert and not as an arbitrator;
- (b) not accept verbal submissions unless both Parties are present;
- (c) on receipt of a written submission from one Party, ensure that a copy of that submission is given promptly to the other Party;
- (d) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
- (e) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
- (f) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each Party fourteen (14) Business Days to make further submissions;
- (g) issue a final certificate stating the expert's determination (together with written reasons); and
- (h) act with expedition with a view to issuing the final certificate as soon as practicable.

- 18.7.3 The Parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:

- (a) a short statement of facts;
- (b) a description of the Dispute; and
- (c) any other documents, records or information which the expert requests.

**18.8 Expert May Convene Meetings**

- 18.8.1 The expert must hold a meeting with all of the Parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

- 18.8.2 The Parties agree that a meeting under clause 18.8.1 is not a hearing and is not an arbitration.

**18.9 Other Courses of Action**

If:

- 18.9.1 the Parties cannot agree in accordance with clause 18.3 to refer the matter to mediation or determination by an expert; or
- 18.9.2 the mediation referred to in clause 18.5 has not resulted in settlement of the dispute, the mediation has been terminated and the Parties have not agreed to refer the matter to expert determination within seven (7) Business Days after termination of the mediation;

then either Party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

**18.10 Final Determination of Expert**

The Parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

**18.11 Costs**

If any independent expert does not award costs, each Party must contribute equally to the expert's costs in making the determination.

**18.12 Remedies Available under the Act**

This clause 18 does not operate to limit the availability of any remedies available to Council under sections 9.45 and 9.46 and Division 9.6 of the Act.

**18.13 Urgent Relief**

This clause 18 does not prevent a Party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this Agreement.

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**19. Position of Council****19.1 Consent Authority**

The Parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.

**19.2 Agreement does not Fetter Discretion**

This Agreement is not intended to operate to fetter:

- 19.2.1 the power of the Council to make any Law; or
- 19.2.2 the exercise by the Council of any statutory power or discretion (**Discretion**).

**19.3 Severance of Provisions**

- 19.3.1 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of

this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 19 is substantially satisfied;
- (b) in the event that clause 19.3.1(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the Parties on relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.

19.3.2 Where the Law permits the Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if the Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to the extent of this Agreement is not to be taken to be inconsistent with the Law.

#### 19.4 **No Obligations**

Nothing in this Agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Act in relation to the Development Consent, the Land or the Development in a certain manner.

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## 20. **Confidentiality**

### 20.1 **Agreement not Confidential**

The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.

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## 21. **GST**

### 21.1 **Definitions**

In this clause:

**Taxable Supply, GST, Tax Invoice** and **Input Tax Credit** have the same meaning given to them in GST Law.

### 21.2 **Non-monetary Supplies**

21.2.1 The Parties agree that any non-monetary supplies made by one Party to the other pursuant to this agreement (including Works and the dedication of land) will be exempt from GST pursuant to Division 82 of the GST Law.

21.2.2 In the event that one Party reasonably believes that the non-monetary supply it makes to the other is a Taxable Supply then the Parties agree to negotiate in good faith to agree to the GST inclusive market value of that Taxable Supply as follows:

- (a) The Party making the Taxable Supply will issue a Tax Invoice to the other as soon as practicable after agreeing to the GST inclusive market value and will disclose the amount of GST included in the GST inclusive market value.

- (b) The recipient of the Taxable Supply will pay to the other Party the amount of the included GST within fifteen (15) days of receiving the Tax Invoice.

21.2.3 In the event that both Parties reasonably believe that each make a non-monetary Taxable Supply to the other, any GST payable by one Party to the other will be off-set against each other and any net difference will be paid by the Party with the greater obligation.

### 21.3 Supply Expressed in Terms of Money

If any Party reasonably believes that it is liable to pay GST on a supply expressed in terms of money (or where the consideration for the supply is expressed in terms of money) and made to the other Party under this Agreement and the supply was not expressed to include GST, then:

- 21.3.1 the recipient of the supply must pay an amount equal to the GST on that supply to the other Party;
- 21.3.2 the Party making the supply will issue a Tax Invoice to the other Party; and
- 21.3.3 the recipient of the supply will pay the amount of the GST to the supplier within fifteen (15) days of receiving the Tax Invoice.

### 21.4 Expenses and Costs Incurred

If any expenses or costs incurred by one Party are required to be reimbursed by the other Party under this Agreement, then the amount of the reimbursement will be calculated as follows:

- 21.4.1 The amount of the cost or expense incurred by the Party seeking reimbursement will be initially calculated excluding any Input Tax Credit to which that Party is entitled to claim.
- 21.4.2 This amount initially calculated will be increased by the applicable rate of GST to equal a GST inclusive reimbursement amount and this amount will be paid by the Party liable to make the reimbursement.
- 21.4.3 The Party being reimbursed will issue a Tax Invoice to the other at the GST inclusive reimbursement amount prior to being reimbursed.

### 21.5 Survival of Clause

This clause 21 continues to apply after the expiration or termination of this Agreement.

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## 22. Access to Land

### 22.1 Application of Clause

This clause applies if the Developer accesses, uses and/or occupies any land owned by Council in performing its obligations or exercising its rights under this Agreement (**Necessary Access**).

### 22.2 Terms of Licence

The terms of Schedule 3 apply to any Necessary Access.

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**23. Legal Costs**

The Developer shall bear its own costs and those of the Council in relation to the preparation, negotiation, execution and registration of this Agreement and any document related to this Agreement.

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**24. Administrative Provisions****24.1 Notices**

24.1.1 Any notice, consent or other communication under this Agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) sent by email to that person's email address.

24.1.2 A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; and
- (c) if sent by email to a person's email address and a confirmation of receipt can be retrieved, on the day it was sent if a Business Day, otherwise on the next Business Day.

24.1.3 For the purpose of this clause the address of a person is the address set out in this Agreement or another address of which that person may from time to time give notice to each other person.

**24.2 Entire Agreement**

This Agreement is the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

**24.3 Waiver**

24.3.1 The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Parties to be bound by the waiver.

24.3.2 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.

24.3.3 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach in any other circumstance or instance.

**24.4 Counterparts**

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

**24.5 Unenforceability**

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

**24.6 Power of Attorney**

Each attorney who executes this Agreement on behalf of a Party declares that the attorney has no notice of:

24.6.1 the revocation or suspension of the power of attorney by the grantor; or

24.6.2 the death of the grantor.

**24.7 Governing Law**

The law in force in the State of New South Wales governs this Agreement. The Parties:

24.7.1 submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Agreement; and

24.7.2 may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

**24.8 Review Requirements**

24.8.1 The Parties agree to review during the event that either Party believes that a change in circumstance has or will occur that will affect the operation and carrying out of this agreement.

24.8.2 Review of this agreement is required if any Legislation is introduced or changed to the affect that it would limit, stop, substantially change or otherwise hinder the operation or implementation of this agreement in the opinion of either Party.

24.8.3 The Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this agreement should reasonable and necessary amendments be identified.

24.8.4 If this agreement becomes illegal, unenforceable or invalid as a result of any change to Legislation, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

**24.9 Further Agreements**

This Agreement does not restrict further agreements between the Parties that are not inconsistent with this Agreement.



**24.10 Variations**

- 24.10.1 The design or specification of Works may be varied by agreement in writing between the Parties without the need to amend this Agreement.
- 24.10.2 The Developer may, by written notice to Council, propose any variation to design or specifications of any Works (**Works Variation Notice**).
- 24.10.3 The Council must, within fourteen (14) days of receipt of a Works Variation Notice respond in writing, by either:
- (a) agreeing to any or all variations proposed in the Works Variation Notice; or
  - (b) proposing an alternate variation to any or all variations proposed in the Works Variation Notice (**Alternate Variation**); or
  - (c) refusing any or all variations proposed in the Works Variation Notice if that variation(s) would, in the Council's opinion, adversely affect the public benefit being provided under this Agreement.
- 24.10.4 The Developer must within seven (7) days after receiving a notice in accordance with clause 24.10.3(b), notify the Council in writing whether the Alternate Variation can be effected, and, if it can be effected, the Developer's estimate of the:
- (a) effect on the progress of the Development (including the Date of Completion); and
  - (b) cost (including all warranties and time-related costs, if any) of the Alternate Variation.
- 24.10.5 The Council must within seven (7) days of receipt of a written notice under clause 24.10.4, in writing either accept or reject the Alternate Variation.
- 24.10.6 The Council may, by written notice to the Developer, reasonably require the Developer to vary the design or specification of the Works, in which case the Developer must comply with that requirement unless the Alternate Variation:
- (a) materially affects the Development;
  - (b) materially reduces the financial return or profitability of the Development; or
  - (c) will result in increased cost or delay in the Works undertaken by the Developer.
- 24.10.7 For the avoidance of doubt, the Developer must also ensure that all necessary approvals are in place under the Planning Legislation for any variation to the Works in accordance with this clause 24.10.

**24.11 Surrender of Right of Appeal**

The Developer is not to commence or maintain any proceedings in any court, tribunal or similar appealing against or questioning the validity of this agreement or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Agreement.

24.12 **Notations under section 10.7(5) of the Act**

The Council may, at its absolute discretion, make a notation on a planning certificate issued under section 10.7(5) of the Act detailing the application or affect the planning agreement has on the Land.

**Signing Page**

**Executed** by the parties as a deed:

**Executed** by REDFERN FRESH PTY LTD (ACN 167 )  
764 776) in accordance with s 127(1) of the )  
Corporations Act 2001: )  
)

.....  
Signature of Director

.....  
Signature of Director (or Company Secretary)

.....  
Print full name

.....  
Print full name

**Signed, sealed and delivered** for  
**GOULBURN MULWAREE COUNCIL**  
**(ABN 84 049 849 319)** by its duly  
authorised officer, in the presence of:

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

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of officer

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Position of officer

## Schedule 1 Requirements under section 7.4 of the Act

| ITEM | REQUIREMENT UNDER THE ACT  | THIS PLANNING AGREEMENT  |
|------|--|--|
| 1.   | <p><b>Planning instrument and/or Development Application – (Section 7.4(1))</b></p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p> | <p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>   |
| 2.   | <p><b>Description of land to which this agreement applies – (Section 7.4(3)(a))</b></p>  | The land to which the Agreement applies is the Land, as set out in Item 1 of Schedule 2.   |
| 3.   | <p><b>Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))</b></p>   | N/A  |
| 4.   | <p><b>Application of section 7.11 of the Act – (Section 7.4(3)(d))</b></p>   | The application of section 7.11 of the Act <b>is not</b> excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections section 7.11 <b>will</b> be required to be paid.             |
| 5.   | <p><b>Applicability of section 7.12 of the Act – (Section 7.4(3)(d))</b></p>   | The application of sections 7.12 of the Act <b>is not</b> is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections section 7.12 <b>will not</b> be required to be paid. |
| 6.   | <p><b>Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))</b></p>   | The Public Benefits <b>are not</b> to be taken into consideration in determining a development contribution under section 7.11 of the Act.   |
| 7.   | <p><b>Mechanism for Dispute resolution – (Section 7.4(3)(f))</b></p>   | Refer to clause 18 of the Agreement.   |
| 8.   | <p><b>Enforcement of this agreement – (Section 7.4(3)(g))</b></p>  | Refer to clauses 6 and 18 of the Agreement.  |

| ITEM | REQUIREMENT UNDER THE ACT   | THIS PLANNING AGREEMENT                |
|------|---|--|
| 9.   | <b>No obligation to grant consent or exercise functions – (Section 7.4(3)(9))</b> | Refer to clause 19.4 of the Agreement. |

**Schedule 2 Contract details**

| ITEM |   | DESCRIPTION  |
|------|---|--|
| 1.   | Land  | Lot 23 in DP1053904<br>35 Bonnett Drive Run O Waters NSW 2580  |
| 2.   | Development                                 | The subdivision of land to create an eight (8) Lot Torrens title subdivision and one drainage reserve. |
| 3.   | Development Application                     | DA/0136/2122 as approved by REV/0010/2122  |
| 4.   | Instrument Change                           | N/A  |
| 5.   | Defects Liability Period<br>(clause 10.1)   | 24 months from the relevant Date of Completion   |
| 6.   | Maintenance Liability Period<br>(clause 11) | Two (2) years, from the issue of the first Subdivision Certificate that creates a Final Lot.           |
| 7.   | Maintenance Security Amount<br>(clause 11)  | \$5,000  |

---

## Schedule 3 Terms of Licence

### 1. Definitions

For the purposes of this Schedule 3:

- 1.1.1 the **Land** is the land being accessed under the Licence;
- 1.1.2 the **Licence** means the licence of the Land to which this Schedule applies;
- 1.1.3 the **Licensee** is the Party accessing the Land; and
- 1.1.4 the **Licensor** is the owner of the Land.

### 2. Licence

#### 2.1 Personal Rights

- 2.1.1 The Licence is personal to the Licensee.
- 2.1.2 The Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without the prior written consent of the Licensor.
- 2.1.3 The Licensor may refuse the granting of consent under clause 2.1.2 without reason and at its absolute discretion.

#### 2.2 Leasehold Interest

This deed does not grant to the Licensee a leasehold interest in the Land. The Parties agree that:

- 2.2.1 the Licence does not confer exclusive possession of the Land on the Licensee;
- 2.2.2 the Licensee may not exclude the Licensor, its officers, employees and invitees from:
  - (a) entry onto the Land; and/or
  - (b) the performance of any works on the Land;provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the activities being carried out on the Land by the Licensee;
- 2.2.3 the Licensee does not have any right to quiet enjoyment of the Land; and
- 2.2.4 the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Licensor.

### 3. Compliance with authorities

#### 3.1 No Warranty as to Suitability for Use

The Licensee acknowledges and agrees that the Licensor has not made any representation or warranty to the Licensee regarding the suitability of the Land for the purposes of the Licensee.

**3.2 Compliance with the Terms of the Consents**

The Licensee must comply with the requirements of all Authorities in relation to its access to the Land and the conduct of any activities on it by the Licensee.

**3.3 Compliance with Directions from Authorities**

The Licensee must comply with all notices, directions, orders or other requests served upon itself or the Licensor and which arise from the conduct of any activities on the Land by the Licensee.

**3.4 Obtaining Further Consents**

3.4.1 If the Licensee requires further consents to conduct activities on the Land it must:

- (a) make such applications itself; and
- (b) bear all costs incurred by it in relation to obtaining the relevant consent.

3.4.2 The Licensor agrees that it will, where required, sign all authorities reasonably required by the Licensee to make any application to any Authority.

**4. Limitation of the Licensor’s liability**

**4.1 Insurances**

4.1.1 The Licensee must effect and keep current and in force the following policies of insurance:

- (a) a Broadform Public Liability Insurance policy with a reputable insurance company approved by the Licensor in an amount of \$20,000,000 for any one occurrence in respect of any liability for:
  - (i) personal injury or death of any person; and
  - (ii) loss or damage to property;
- (b) Workers compensation insurance under the *Workers Compensation Act 1987* covering all persons employed or deemed to be employed by the Licensee in connection with the conduct of the activities on the Land by the Licensee;
- (c) A comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the performance of the activities on the Land by the Licensee; and
- (d) A contractor’s risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the conduct of the activities on the Land by the Licensee.

4.1.2 The policies referred to in clauses 4.1.1(a), 4.1.1(c) and 4.1.1(d) must note the interest of the Licensor as principal.

**4.2 Inspection of Insurance**

4.2.1 The Licensee must produce at the renewal of each policy a certificate of currency issued by the insurer establishing that the policy is valid.



4.2.2 The licensor may carry out random audits to verify insurances held by the Licensee. The Licensee will assist in any audit and provide evidence of the terms and currency of the insurance policies wherever requested by the Licensor.

**4.3 Cancellation of Insurance**

If any policy is cancelled either by the Licensee or the insurer the Licensor must notify the Licensor immediately.

**4.4 Risk**

The Licensee uses and occupies the Land at its own risk.

**4.5 Indemnity**

The Licensee indemnifies the Licensor against any Claim (of whatever nature) made in respect of the Licensee's use and/or occupation of the Land.

## Schedule 4 Public Benefits

### 1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide each Public Benefit identified in the Table 1 in accordance with this Schedule 4 and this Agreement.

| Contribution  | Public Purpose   | Manner & Extent  | Timing   | Contribution Credit /               | Value of Works              |
|---|--|--|--|-------------------------------------|-----------------------------|
| <b>A. Dedication of Land</b>  |  |  |  |                                     |                             |
| Dedication of Designated Land<br>470.4m <sup>2</sup><br>as shown on the Designated Land Plan                | Stormwater infrastructure and Drainage Reserve             | Dedication of the Land for the purpose of ongoing stormwater infrastructure management and water quality.  | Land to be dedicated to Council upon registration of the Subdivision Certificate that will create a Final Lot in the Development | \$0.00<br>Developer works           | \$0                         |
| <b>B. Carrying out of Works</b>   |  |  |  |                                     |                             |
| Construction of the Drainage Reserve, and Bioretention Basin<br>as shown on the plan attached at Schedule 7 | Stormwater quality and management                          | The construction of the Drainage Reserve and Bioretention Basin in accordance with the Development Consent, the referenced plans, Water NSW requirements and the Subdivision Works Certificate | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development                       | \$0.00<br>Developer works           | \$12,500.00                 |
| Landscaping and fencing   | Landscaping and fencing                                    | The provision of landscaping and fencing of the Drainage Reserve.  | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development                       | \$0.00<br>Developer works           | Included in the value above |
| <b>C. Monetary Contribution</b>   |  |  |  |                                     |                             |
| Monetary Contribution   | Maintenance of the Drainage Reserve and Bioretention Basin | Ongoing maintenance (30 years) of the of the Drainage Reserve and stormwater treatment and management devices  | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development            | \$41,834.06<br>At 15 September 2022 | N/A                         |
| Monetary Contribution   | Stormwater drainage  | Capitalisation and first renewal of the Bioretention Basin (30 years)  | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development            | \$26,093.52<br>At 15 September 2022 | N/A                         |

|  |                                   |  |   |                                  |         |
|--|-----------------------------------|--|---|----------------------------------|---------|
| Monetary Contribution  | Public Benefit                    | Goulburn Waterworks Plan of Management   | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development | \$15,000<br>At 15 September 2022 | N/A     |
| <b>D. Maintenance Obligations</b>  |                                   |  |   |                                  |         |
| Maintenance of the Drainage Reserve and the Bioretention Basin<br><br>Lot 9<br><br>470.4m <sup>2</sup> | Ongoing regular maintenance works | Mowing, weeding, replacement of dead or damaged flora and the removal of litter and other foreign debris<br><br>Minimum Service level<br>Drainage Reserve and Bioretention Basin – 12 visits per annum | Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot in the Development  | \$0.00<br>Developer works        | \$5,000 |

2. SECURITY

Table 2

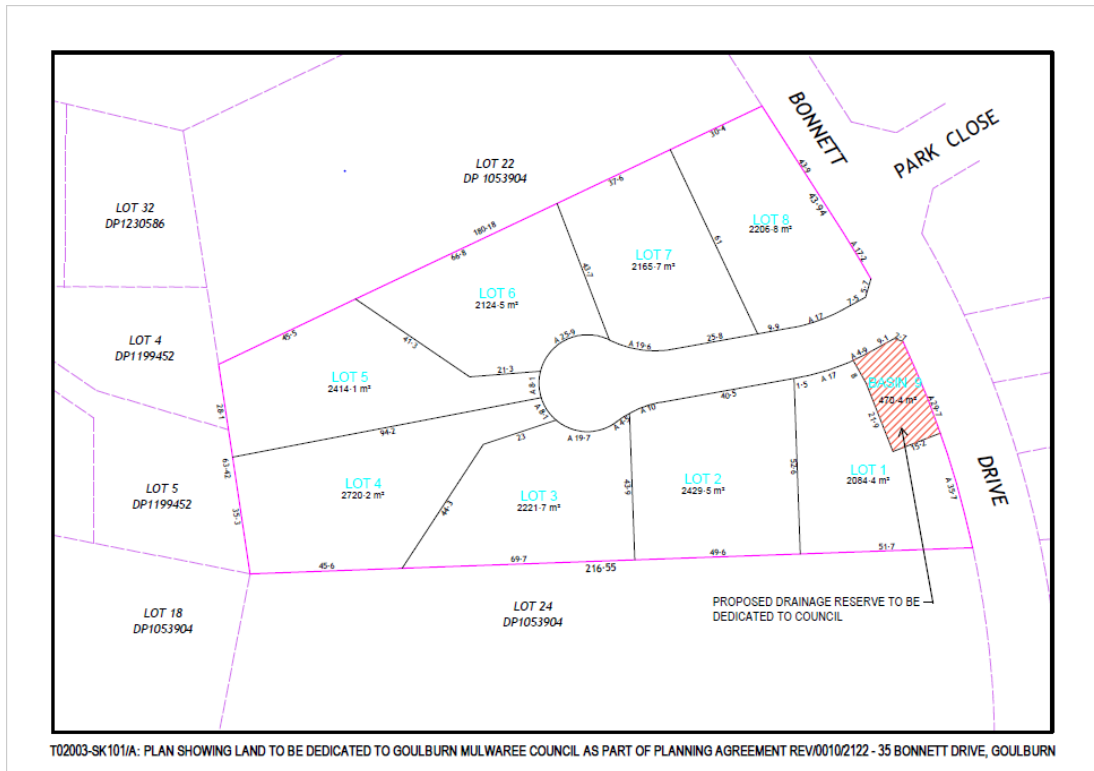
| Security Value        |  |  |  |
|-----------------------|--|--|--|
| Security              | Purpose  | Timing   | Value  |
| Security contribution | For maintenance of Drainage Reserve and Bioretention Basin during the Maintenance Liability Period                     | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final | \$5,000<br>At 15 September 2022<br>To be indexed at time of payment  |
| Security contribution | For non-performance in relation to carrying out the works to construct the Drainage Reserve and the Bioretention Basin | To be paid prior to the issuance of the first Subdivision Works Certificate                    | \$12,500<br>At 15 September 2022<br>To be indexed at time of payment |

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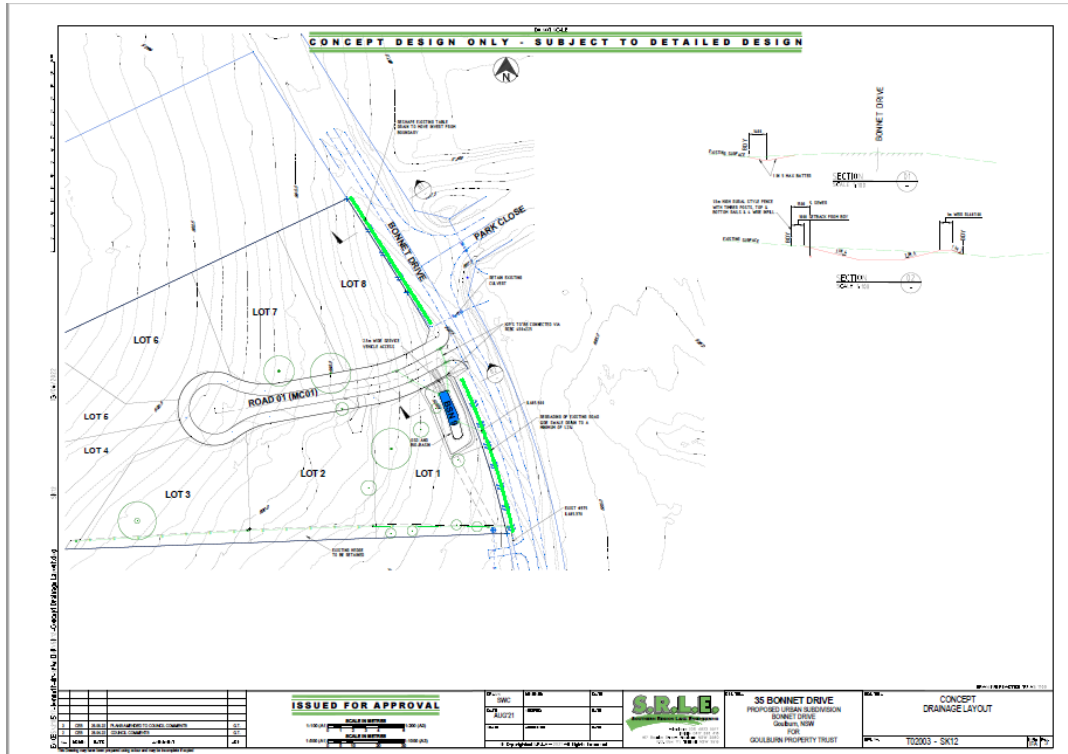
## Schedule 5 Disclosures

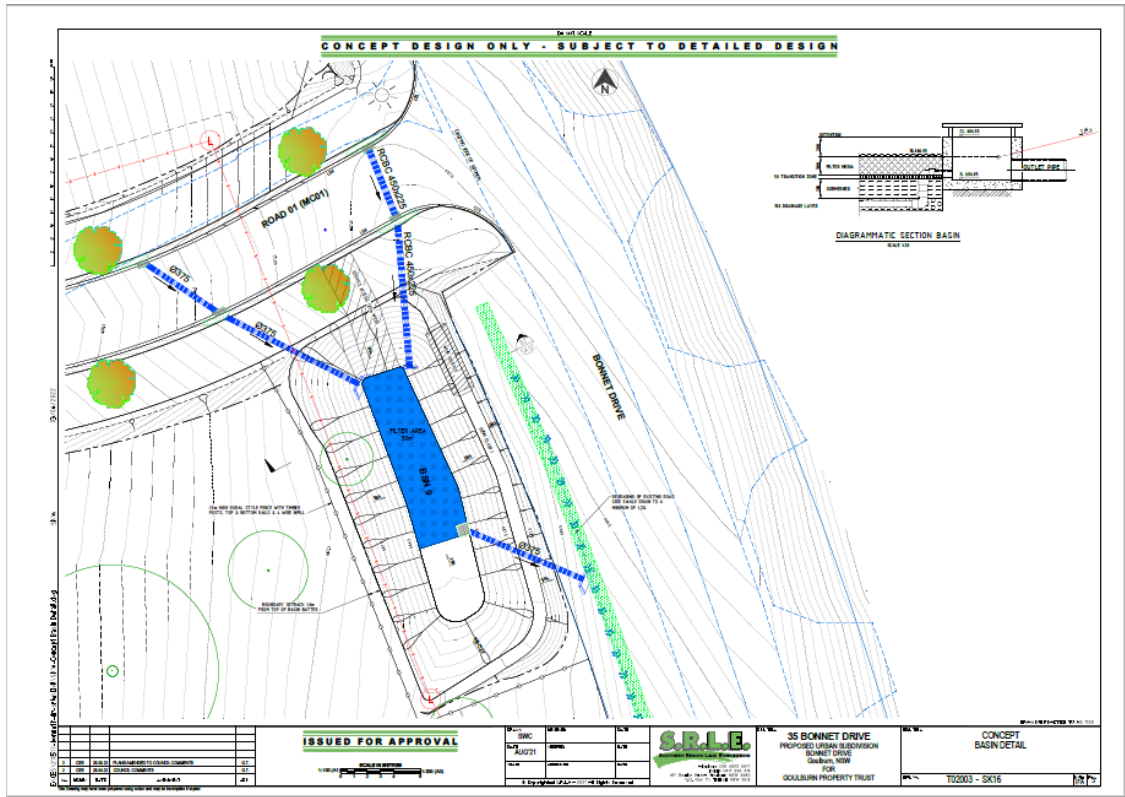
No disclosures made by the Developer for the purposes of **clause 13.2**

### Schedule 6 Designated Land



**Schedule 7 Plans**





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**Appendix A      Explanatory Note**



**Planning Agreement  
Explanatory Note  
Address – Lot 23 DP1053904**

**1. Introduction**

This Explanatory Note has been prepared jointly between the Parties in accordance with clause 205 of the *Environmental Planning & Assessment Regulation 2021* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the Parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

**2 Parties to the Planning Agreement**

The Parties to the Planning Agreement are:

- (1) Goulburn Mulwaree Council (ABN 84 049 849 319) (**Council**).
- (2) Redfern Fresh Pty Ltd and ACN 167 764 776 (**Developer**).

**3 Description of the Subject Land**

The land to which the Planning Agreement relates, and to which the Planning Agreement will be registered, is set out in the table below (**Land**).

| Folio Identifier | Location                               |
|------------------|--|
| Lot 23 DP1053904 | 35 Bonnett Drive Run O Waters NSW 2580 |

**4 Summary of objects, nature and effect of the Planning Agreement**

The **objective** of the Planning Agreement is to satisfy the condition in the development consent issued under the EPA Act with respect to Review of DA/0136/2122 as set out in the Notice of Determination dated 18 October 2022 (**Development**), by providing development contributions to the public consisting of public works, the payment of monetary contributions, and the dedication of land to Council for Drainage Reserve as outlined in the plan attached at **Schedule 4** of the Planning Agreement.

The **intent** of the Planning Agreement is to facilitate the provision of the development contributions provided by the Developer as described in the table below, all of which will be delivered prior to the issue of the first subdivision certificate in relation to the Development (**Contributions**).

| Contribution  | Specifications   | Contribution Credit/Value                  |
|---|--|--|
| Dedication of land as shown on the Designated Land Plan   | Dedication of land for the purposes of ongoing stormwater infrastructure management and water quality  | N/A  |
| Construction of the Drainage Reserve and Bioretention Basin as shown on the plan attached at Schedule 6 | The construction of the Drainage Reserve and Bioretention Basin in accordance with the Development Consent, the referenced plans, Water NSW requirements and the Subdivision Works Certificate | \$ 12,500<br><br>(at 15 September 2022)    |
| Monetary Contribution - Maintenance of the Drainage Reserve and Bioretention Basin                      | Ongoing maintenance (30 years) of Drainage Reserve and the Bioretention Basin  | \$ 41,834.06<br><br>(at 15 September 2022) |
| Monetary Contribution – Stormwater drainage   | Capitalisation and first renewal of the Bioretention Basin (30 years)  | \$ 26,093.52<br><br>(at 15 September 2022) |
| Monetary Contribution – Public Benefit  | Monetary contribution for the Goulburn Waterworks Plan of Management   | \$ 15,000<br><br>(at 15 September 2022)    |

As security for the Developer’s obligations to pay the Contributions, the Planning Agreement will be registered on the title of the Land and the Developer will provide Council with bank guarantees to ensure completion of the works and maintenance obligations.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable).

## **5 Assessment of the merits of the Planning Agreement**

---

### **5.1 The planning purposes served by the Planning Agreement**

In accordance with section 7.4 of the EPA Act, the Planning Agreement promotes the following public purpose:

- (1) Provision of infrastructure to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure;
- (2) Enables the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities;
- (3) Provides for the dedication of land for Drainage Reserve; and

### **5.2 How the Planning Agreement promotes the public interest**

In accordance with the objects of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By providing certainty as to provision of the Contributions;
- (2) The proper management, development and conservation of land;
- (3) The promotion and co-ordination of the orderly and economic use and development of land; and
- (4) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment, and are invited to make comment on the Planning Agreement.

### **5.3 The impact of the Planning Agreement**

The overall impacts of the Planning Agreement are positive as it will:

- (1) Enable the land to be developed, therefore, increasing the availability of suitable residential land in (Insert location) for future housing needs;
- (2) Enable the land to be developed, which in turn will upgrade the local road network in the vicinity of the development; and
- (3) Enhance the natural environment through the construction and long-term maintenance of the Drainage Reserve and stormwater treatment and management devices.

**5.4 How the Planning Agreement promotes Council's guiding principles**

The Planning Agreement promotes Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW) to enable Councils to manage lands and other assets so that current and future local community needs can be met in an affordable way.

**6 Identification of whether the Planning Agreement conforms with the Council's capital works program**

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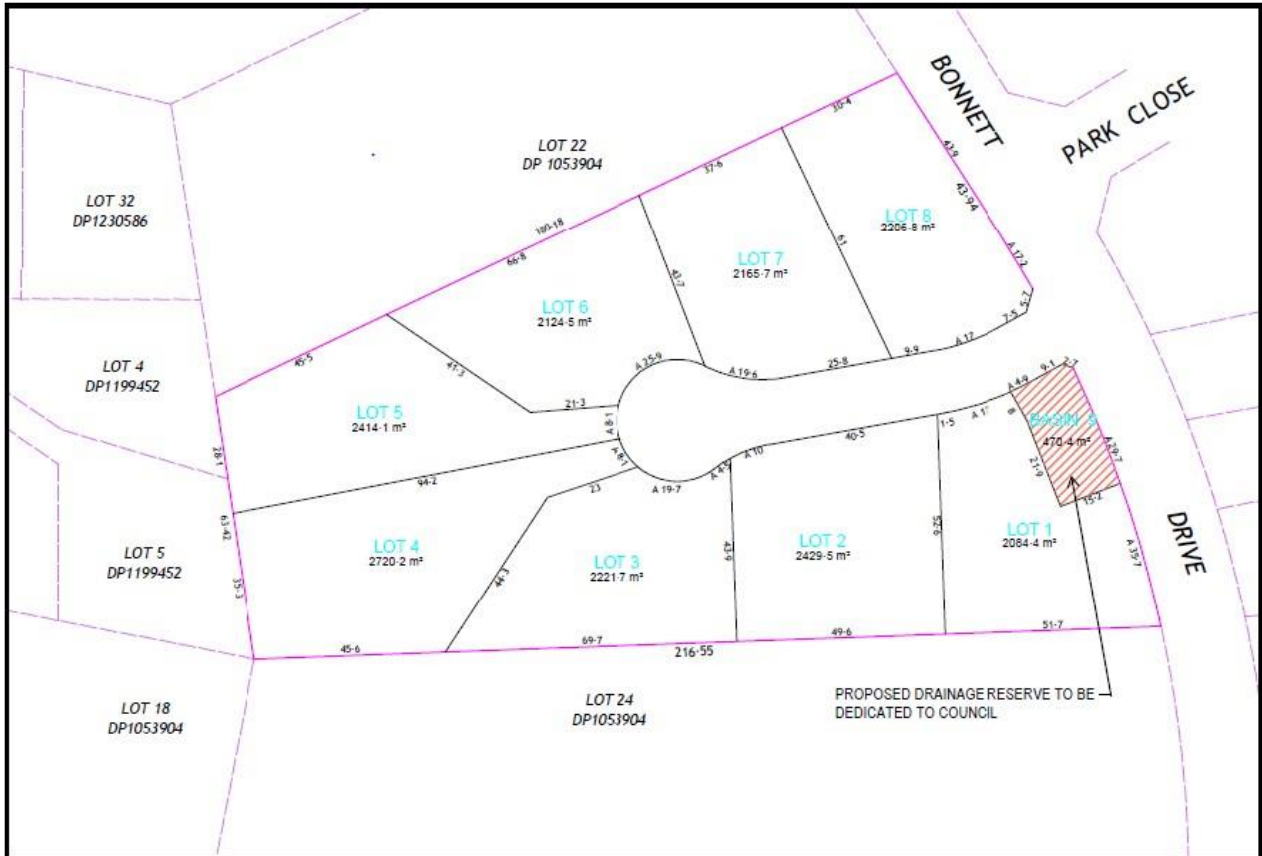
The works are not dissimilar to Council's capital works program, therefore, the Planning Agreement conforms with Council's capital works program

**7 Requirements of the Planning Agreement**

---

The following requirements of the Agreement must be complied with before:

- (1) A Subdivision Works Certificate is issued: Payment of security value.
- (2) A Subdivision Certificate is issued: Completion of Developer's Works, dedication of the designated land and payment of monetary contributions.







T02003-SK101/A: PLAN SHOWING LAND TO BE DEDICATED TO GOULBURN MULWAREE COUNCIL AS PART OF PLANNING AGREEMENT REV/0010/2122 - 35 BONNETT DRIVE, GOULBURN

**16.3 HUME LINK PROJECT - ACQUISITION OF EASEMENTS OVER COUNCIL LAND**

**Author:** Business Manager Property & Community Services  
 Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Certificate of Compensation Assessment [↓](#) 
  2. Indicative Easement Plan [↓](#) 
  3. Map 1 [↓](#) 
  4. Map 2 [↓](#) 

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 22. Our Infrastructure IN7 Secure improvements for, and future proof, telecommunications infrastructure.   |
| <b>Cost to Council:</b>                  | All costs associated with preparation and registration of a Plan of Easement, valuations and Council’s legal fees and disbursements will be met by Transgrid.<br><br>Revenue received for the compensation will be placed in the water fund cash reserves. |
| <b>Use of Reserve Funds:</b>             | Nil.   |

**RECOMMENDATION**

That;

1. The report from the Business Manager Property & Community Services on the Hume Link Project – Acquisition of Easement over Council land be received.
  
2. Council accepts the amount of compensation offered and the general terms of the proposed acquisition of easement by Transgrid over Council land located at Pejar Dam, Crookwell Road, Wayo comprised in the following folio identifiers;
  - Lot 1 DP252214
  - Lot 10 DP252214
  - Lot 11 DP252214
  - Lot 24 DP252214, and;
  - Lot 26 DP252214
  
3. The Chief Executive Officer be authorised to sign all documentation associated with Transgrid’s proposed acquisition of easement over the parcels of land referred to in point 2 above as Council’s authorised delegate under s377 of the *Local Government Act 1993*.

**BACKGROUND**

Transgrid, as part of its HumeLink, Project have approached Council to acquire a 70-metre-wide easement within a 200-metre indicative corridor over Council’s property at Pejar Dam, Crookwell

Road, Wayo which compromises of Lot 26 DP252212, Lot 11 DP252214, Lot 10 DP252214, Lot 1 DP252214 and Lot 24 DP252214 (refer attached indicative easement plan and maps).

The Humelink project is the construction of the proposed 360km new 500 kilovolt high voltage electricity transmission lines and associated infrastructure between Wagga Wagga, Bannaby and Maragle. The aims of the transmission lines are to increase transfer capacity between southern NSW and the major load centres within NSW, namely Sydney, Newcastle and Wollongong; improve stability and reliability in the network; and to facilitate transition of the network to new generation sources.

The proposed transmission line is located across 5 local government areas, not including Goulburn Mulwaree. The transmission line is located adjacent to the current power line that crosses Pejar Dam.

## REPORT

Pursuant to the *Electricity Network Assets (Authorised Transactions) Act 2015*, The Electricity Transmission Ministerial Holding Corporation (ETMHC) has on behalf of the State of New South Wales, entered into a 99-year Head Lease of the Electricity Network Assets held with Transgrid as Lessee. Transgrid has entered into a sublease of its interests in the lease to NSW Electricity Networks Operations Pty Limited.

Transgrid has full power and authority to exercise ETMHC's land acquisition functions pursuant to *section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015*.

Transgrid have appointed a valuation specialist firm, Knight Frank who have assessed an amount of \$41,000 in compensation to be paid to Council under the *Land Acquisition (Just Terms Compensation) Act 1991*. A copy of the Certificate of Compensation Assessment prepared by Knight Frank in August 2023 is attached for information.

There is no cost to Council in relation to the proposed easement acquisition with Transgrid also paying Council's reasonable legal fees and disbursements.

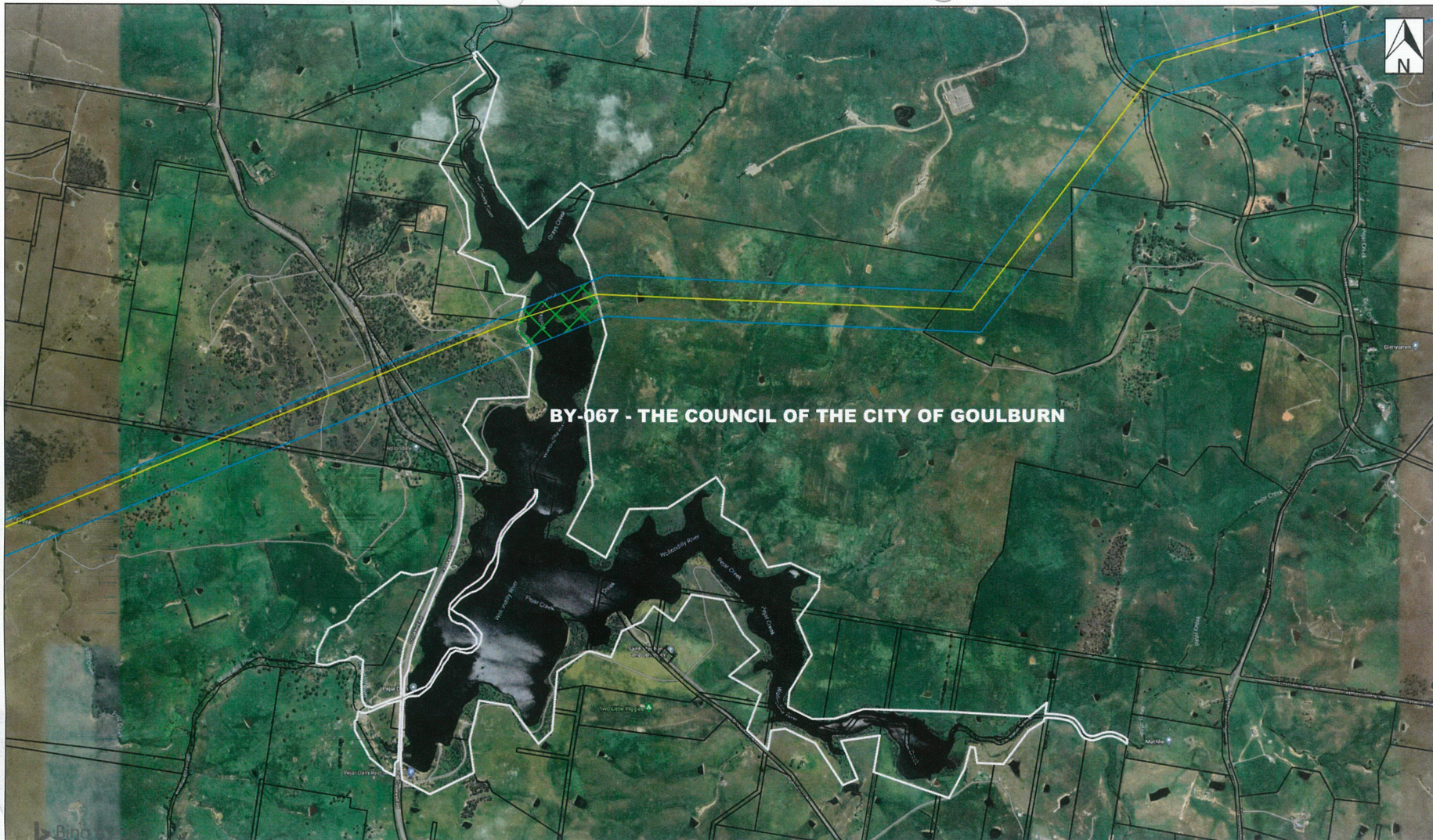


**CERTIFICATE OF COMPENSATION ASSESSMENT**

|                                  |  |   |
|----------------------------------|--|---|
| <b>Holding Number</b>            | BY-067   |   |
| <b>Address</b>                   | Lot 1 & Ors Crookwell Road, Wayo, NSW, 2580  |   |
| <b>Parent Title Details</b>      | Lots 1, 2 & 25 DP252214, Includes Lots 8-13 & 25/252057; 6, 10, 11, 16-24, 26, 27, 33 & 38/ 252214; 1/588100; 31/604275; 1 & 2/620514; 14-16/733432  |   |
| <b>Property Owner</b>            | Goulburn City Council  |   |
| <b>Parent Site Land Area</b>     | 283.77 hectares (701 acres)  |   |
| <b>Date of Assessment</b>        | August 2023  |   |
| <b>Property Description</b>      | The subject property consists of a large irregular shaped land holding of multiple Titles that is collectively known as Pejar Dam. The property is situated approximately 25 kilometres by road north-west of Goulburn, and within an area administered by Goulburn Mulwaree Council.  |   |
| <b>Planning</b>                  | The land is zoned C3 Environmental Management under Goulburn Mulwaree LEP 2009.  |   |
| <b>Proposed Easement</b>         | The proposed easement for the 500kV Transmission Line to be created upon the subject property will traverse the property for a distance of approximately 396 metres, with a consistent maximum width of 70 metres providing an estimated total area of 2.77 hectares, or 1.0% of the parent site land area. There are no tower structures to become permanently sited within the proposed easement area.   |   |
| <b>Valuation Approaches</b>      | <p><u>Piecemeal Calculations</u></p> <p>The basis of our assessment of compensation for the proposed partial acquisition is twofold in this instance including a 'Piecemeal' approach and a 'Before and After' comparison approach.</p> <p>The 'Piecemeal' approach takes into account the value of the land to be acquired as well as the diminished value of the residue land and any improvements. We consider that the 'Piecemeal' approach addresses the real impact to the subject property as a direct consequence of the proposed easement.</p> <p>The second approach carried out in our assessment of compensation is the 'Before and After' method of valuation, whereby we have firstly determined the Market Value of the property immediately 'Before' creation of the proposed easement and then assessed the Market Value of the property immediately 'After' creation of the proposed easement. The difference between these assessments represents a guide as to the fair compensation to be paid for the proposed easement, as well as a relevant check to the 'Piecemeal' method outlined above.</p> |   |
| <b>Assessment Summary</b>        | The total compensation calculated primarily on a Piecemeal basis equates to \$41,000. This amount incorporates Section 55(a) Market Value and Section 55(f) Injurious Affectation based on a 'Blot on Title' allowance, under the Land Acquisition (Just Terms Compensation) Act, 1991.  |   |
| <b>Section 55(d) Disturbance</b> | TBD on an audited claim basis.   |   |
| <b>Assessed Compensation</b>     | <b>\$41,000 (Forty One Thousand Dollars)</b>   |   |
| <b>Valuer's Details</b>          | <b>LEIGH BRIDGES FAPI MRICS</b><br>Director<br>Certified Practising Valuer<br>API Reg No. 68994  | <b>TREVOR GOOD FAPI</b><br>Director<br>Certified Practising Valuer<br>API Reg No. 67576 |

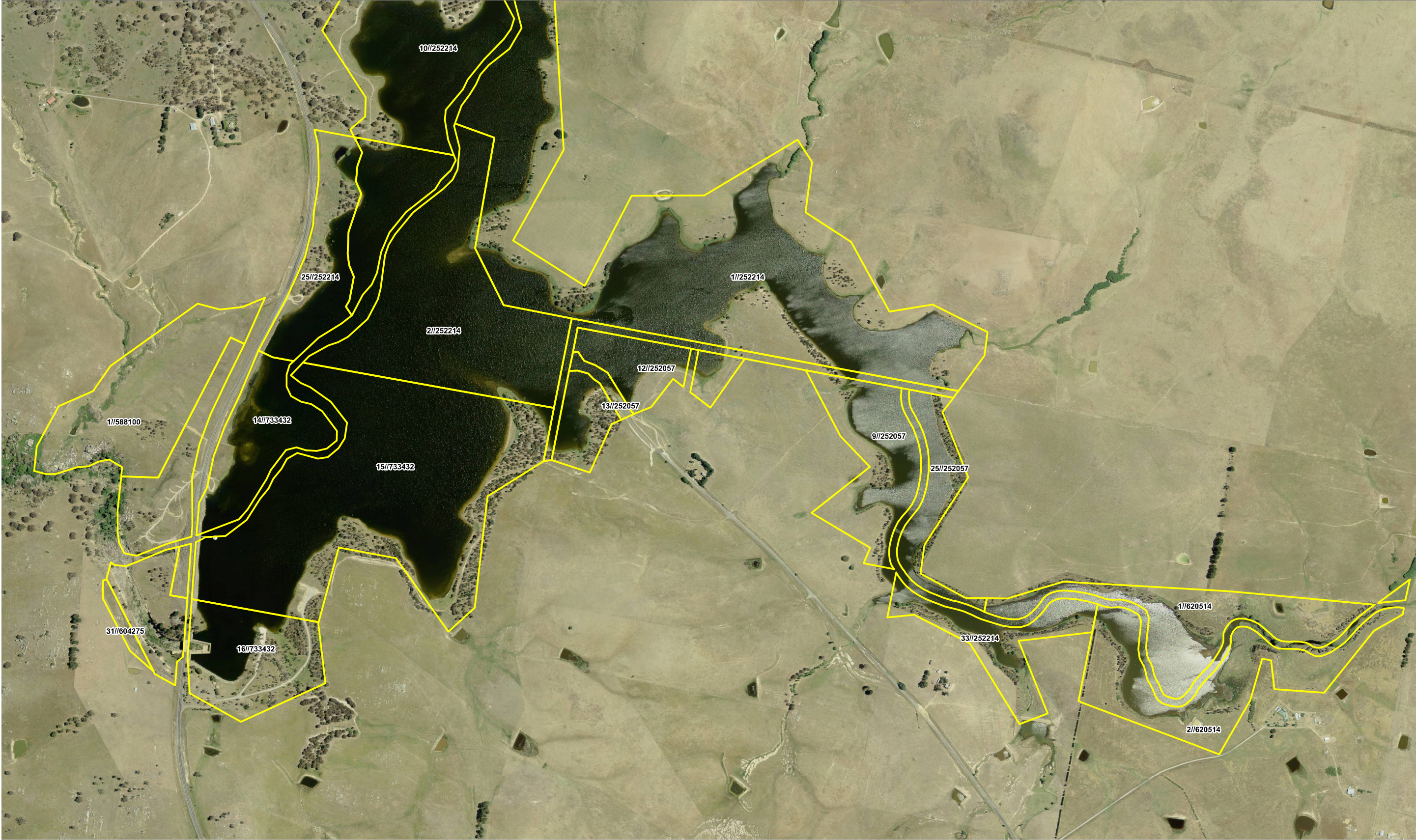






|  |  |  |  |  |  |                              |  |                                 |                |                 |
|--|--|--|--|--|--|------------------------------|--|---------------------------------|----------------|-----------------|
| <b>HumeLink</b><br>Property Holding<br>Land Parcel<br>200m Indicative Corridor V10 |  | Indicative Centreline V3-2<br>200m Indicative Corridor impacted area |  | <p>Property of TransGrid. No warranty is given that the information shown is complete or accurate. The location of property boundaries shown are approximate only.</p> |  | <b>Do Not Scale</b>          |  | <b>Indicative Easement Plan</b> |                |                 |
| Produced from TSS - GSA  |  |  |  |  |  | <b>Holding Number BY-067</b> |  | 2022-077<br>Prefix              | 1<br>Sheet No. | 00<br>Amendment |





**16.4 ENDEAVOUR INDUSTRIES - RECYCLING SERVICE CONTRACT**

**Author:** Director Utilities  
**Authoriser:** Aaron Johansson, Chief Executive Officer  
**Attachments:** Nil

|  |   |
|--|---|
| <b>Link to Community Strategic Plan:</b> | 21. Our Infrastructure IN6 Implement safe, accessible, and efficient management and recycling options for general waste, green waste, and sewage. |
| <b>Cost to Council:</b>                  | \$615,553.55 per year. This work is funded through in the domestic waste budget.  |
| <b>Use of Reserve Funds:</b>             | Nil   |

**RECOMMENDATION**

That

1. The report from the Director Utilities on the Endeavour Industries Recyclable Waste Acceptance and Processes Services Contract be received.
2. Council approve the extension of the contact for five years with the requested 8% increase in price.
3. The Chief Executive Officer have the delegation to approve future price adjustments in line with the provisions in the contract.

**BACKGROUND**

Council approved a contract titled *Recyclable Waste Acceptance and Processing Services Agreement* with Endeavour Industries Pty Ltd, at the 20 November 2018 Council meeting for the provision of recycling processing services for Council. This was a five-year contract with the provision of one extension for up to a further five years.

Council approved this contract as a single source contract under section 55 (3)(i) of the *Local Government Act 1993* based on the following factors that were outlined in the 20 November 2018 Council report:

1. *The closest existing recycling facilities to Goulburn are located in Canberra and Sydney.*
2. *Our current operations are based on collecting our recycling using Council collection vehicles and emptying these vehicles at the local recycling centre between collection runs. To transport waste to either the Canberra or Sydney facilities would require additional collection trucks and operators for the transport of each load directly to Sydney or Canberra. Alternately transfer facilities and additional larger trucks could be used for transport. This would involve less truck movements however this option would require a covered pad and a loader and operator to transfer the recycling into the larger truck. These are both high cost options.*
3. *The long distance transport of recycling is contrary to Council's sustainability action plan and has environmental and social impacts.*
4. *Endeavour is a not for profit charity providing assisted employment services to disabled members of the community. Endeavour's recycling service is based on Council's contract and without this contract, Endeavour would not provide this service and many of their employees may lose their employment. Unfortunately, there are currently limited other opportunities for assisted workers to find alternate employment in Goulburn.*

These reasons for exemption are still relevant. At this stage, there is currently no option for recycling in Canberra due to a fire at the Hume MRF over the Christmas break in 2022 that has temporarily shut the Canberra facility. All recycling that was previously processed in Canberra is temporarily being transported to Sydney for processing while they rebuild their facility.

## **REPORT**

Council is nearing the completion of the five year contract, Recyclable Waste Acceptance and Processing Services Agreement, with Endeavour Industries for the provision of recycling services for Council. The contract allows for the extension of the contract once for up to a five year term. This requires a Council resolution as the original resolution did not delegate the approval of any extension to the General Manager / Chief Executive Officer.

Endeavour Industries have sought the extension of the contract for an additional five year period under this contract.

Endeavour Industries have provided a continued, reliable service to Council over the last five years, only briefly ceasing operations during covid when the uncertainties around the covid risk to their employees was unknown. Endeavour industries have the capacity to continue to provide the weekly processing of recycled materials collected each fortnight for Council.

Endeavour Industries provide local opportunities for staff and also assisted workers to complete essential and meaningful work where they are supported. This in turn provides a reliable recycling service for our community that is within our current staffing and resourcing levels.

Endeavour Industries were successful in obtaining Building Better Regions Funding to assist with the replacement of their MRF, recycling bins and the installation of a second baling press. This work cost around \$570,000 and was completed earlier year. This provides Endeavour Industries a safer work environment for the sorting process and streamlines the process further improving their productivity.

Endeavour Industries have completed major upgrade works at their facilities over the past five years to their processing facilities and management systems given the high risk nature of this work. This has included changes in processing, improved amenities for staff and the replacement of machinery.

Unlike many larger processing facilities, Endeavour Industries hand sort the recycling and this provides an excellent product, free of contaminants, for reuse. While this comes at a cost, for the scale of service we require, this is a good option to optimise reuse options for the recycled product. This allows Endeavour to continue to find markets for their recycled products.

Endeavour Industries meet the processing recycling needs of Council while offering local employment options for our community and for assisted workers who may not otherwise be employed. Currently, there is no nearby option for recycling, the Canberra option is no longer available due to a fire at their facility on Boxing Day in 2022.

Endeavour Industries have requested an 8% increase to their price. The contract has provisions for annual increases due to CPI and increased costs for meeting the contract. This is the first increase sought since the contract was awarded in November 2018. This increase is based on the increases in CPI since the contract was awarded in 2018 and the increased costs in operation including fuel prices, insurances, salaries and general costs.

**16.5 VP 374635 DECCAN STREET & CLINTON STREET - AC WORKS**

**Author:** Projects Engineer - Operations  
 Director Operations

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. VP374635-Evaluation Report Signed.pdf - Confidential

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 18. Our Infrastructure IN3 Maintain and improve road infrastructure and connectivity.  |
| <b>Cost to Council:</b>                  | Project funding<br>Clinton Street - Two funding sources:<br>1. Australian Government’s Heavy Vehicle Safety and Productivity Program for \$2,386,494<br>2. Goulburn Mulwaree Council for \$596,624<br>Deccan Street - Two funding sources:<br>1. NSW Government’s Fixing Local Roads Program for \$1,567,100<br>2. Goulburn Mulwaree Council for \$522,366 |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That

1. The report from the Project Engineer – Operations on the Deccan and Clinton Streets – AC Works contract be received.
2. The Request for Quotation from Downer EDI Works Pty Ltd be accepted for VP374635 for the Deccan and Clinton Streets, AC Works, at a tender price of \$3,251,252.44 (GST inclusive) as outlined in the specification and documents in VP374635.

**BACKGROUND**

On 3 November 2021 Council was successful in obtaining funding and approval to undertake deep lift asphalt works on Deccan Street between Goldsmith Street and Clinton Street under the NSW Government’s Fixing Local Roads Program.

Additional funding and approval were received on 4 January 2023 to undertake deep lift asphalt works on Clinton Street between Cowper Street and Deccan Street under the Australian Government’s Heavy Vehicle Safety and Productivity Program,

It is anticipated to deliver these works before Christmas 2023

**REPORT**

Request for Quotations (RFQ) were called for on the 29 August 2023 through VP374635. The RFQ process was conducted in accordance with the requirements of the Local Government Act 1993, Local Government (General) Regulation 2005 and the Tendering Guidelines of NSW Local Government (General) Regulation 2009

RFQ documents were sent to four members of the Prescribed Bitumen, Emulsions + Asphalt Materials Panel (LGP213-2) Panel.

The RFQ closed on 19 September 2023. Submissions were received from three contractors. A detailed evaluation of the submissions was undertaken in line with the approved RFQ Plan. Submissions were ranked at the conclusion of the evaluation process. A detailed evaluation is attached to this report.

Following the completion of the evaluation process, the Evaluation Panel recommends Downer EDI Works Pty Ltd as the preferred contractor in accordance with the documentation for VP374635. This recommendation is based on Downer EDI Works Pty Ltd being the highest-ranking proponent at the completion of the evaluation process, combining both the non-price and price criteria.

Downer EDI Works Pty Ltd have undertaken similar works within many Councils and TfNSW and have testimonials to support their work. As the RFQ was conducted via VendorPanel all organisations have been prequalified.

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.



**16.6 VP342994 - SPRAYED BITUMINOUS SURFACING**

**Author:** Business Manager Works  
 Director Operations

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. VP342994 Response Evaluations Signed - Confidential
  2. VP342994 Evaluation Report Signed - Confidential

|  |   |
|--|---|
| <b>Link to Community Strategic Plan:</b> | 18. Our Infrastructure IN3 Maintain and improve road infrastructure and connectivity. |
| <b>Cost to Council:</b>                  | To be funded from current and future capital and operational budgets.                 |
| <b>Use of Reserve Funds:</b>             | Nil   |

**RECOMMENDATION**

That

1. The report from the Business Manager of Works on the Sprayed Bituminous Surfacing contract be received.
2. Council approves to establish Roadworx Surfacing Pty Ltd as the bitumen surfacing service provider to Council for a period of 24 months with the option to extend for an additional two one year extensions.
3. Council delegate authority to the Chief Executive Officer to extend this contract by up to two one year extensions subject to satisfactory performance.

**BACKGROUND**

Council’s annual capital works program utilises sprayed bitumen to establish wearing surfaces on rural and urban roads. The FY24 and FY25 capital works program includes resealing of urban and rural roads and reconstruction of sections of the urban and rural road network.

The application of bitumen is a specialist service therefore Council seeks external suppliers to provide the service.

**REPORT**

Requests for Quotations (RFQ) were called 18 August 2023 through VendorPanel (LGP Contracts) VP342994. The RFQ process was carried out in accordance with the requirements of the Local Government Act 1993, Local Government (General) Regulation 2005 and the Tendering Guidelines of NSW Local Government (General) Regulation 2009.

RFQ documentation was sent to five members of the Prescribed Bitumen, Emulsions + Asphalt Materials Panel (LGP213-2) Panel.

The RFQ closed on 19 September 2023. Submissions were received from four contractors. A detailed evaluation of the submissions was undertaken in line with the approved buyer plan. Submissions were ranked at the conclusion of the evaluation process. A detailed evaluation is attached to this report.

Following the completion of the evaluation process, the Evaluation Panel recommends Roadworx Surfacing Pty Ltd as the preferred contractor in accordance with the documentation for VP342994. This recommendation is based on Roadworx Surfacing Pty Ltd being the highest ranking proponent at the completion of the evaluation process, combining both the non-price and price criteria.

Roadworx Surfacing Pty Ltd have undertaken similar works within many Councils and TfNSW and have testimonials to support their work. As the RFQ was conducted via VendorPanel all contractors have been prequalified.

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.

**16.7 VP358594 PLANT 0080 PATCH TRUCK**

**Author:** Operations Centre Manager  
 Director Operations

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. RFQ Plant 80 Patch Truck Signed Evaluation Summary Report 20230926.pdf - Confidential
  2. RFQ Plant 80 Patch Truck Signed Final Evaluation 20230926.pdf - Confidential

|  |   |
|--|---|
| <b>Link to Community Strategic Plan:</b> | 18. Our Infrastructure IN3 Maintain and improve road infrastructure and connectivity.                                   |
| <b>Cost to Council:</b>                  | This purchase is for \$648,185.00 (excl. GST) and to be funded from within the 2023/24 Heavy Fleet Replacement Program. |
| <b>Use of Reserve Funds:</b>             | Plant Replacement Reserve – balance as at 30 June 2023 is \$1,925,572.  |

**RECOMMENDATION**

That

1. The report of the Operations Centre Manager for the replacement of Plant 0080 Patch Truck be received
2. Council approves the purchase from Ausroad Manufacturing Pty Ltd for an Isuzu FXY 240-350 Truck with an Ausroad Jetmaster Body at a cost of \$648,185.00 (excl. GST).
3. Unexpended funds be carried forward to 2024-2025 financial year budget and additional funds are allocated from the Plant Replacement Reserve to fund the budget shortfall.
4. Funds be allocated from Plant Reserve within the 2024/25 Budget to fund additional \$88,185.00 excl. GST from original 2023/24 Heavy Fleet Replacement Program Budget.

**BACKGROUND**

This report summarises quotations received for the supply of a Patching Truck to replace the current unit (Plant 0080) that is at the end of its useful life.

Plant 0080 is currently 10 years old and has over 178,000kms. This vehicle is used by Council’s Operations team to support the Works Maintenance crews with routine sealing, edge repair, and remediation of road damage.

**REPORT**

Request for Quotations (RFQ) were called on 11 July 2023 through under VP 358594. The RFQ process was conducted in accordance with the requirements of the Local Government Act 1993, Local Government (General) Regulation 2005 and the Tendering Guidelines of NSW Local Government (General) Regulation 2009

The RFQ closed on 1 August 2023. One submission was received from the following company.

| Company                       | Address                                  |
|-------------------------------|--|
| Ausroad Manufacturing Pty Ltd | 56 Overlord Place, ACACIA RIDGE QLD 4110 |

A detailed evaluation of the submission was undertaken in line with the approved RFQ Plan. A detailed evaluation is attached to this report.

Following the completion of the request for quotation evaluation process, the panel recommended that the submission from Ausroad Manufacturing Pty Ltd be approved as the preferred supplier in accordance with the documentation for VP 358594 – Plant 0080 Patching Truck, as it was ranked first in the overall value for money rankings.

Forecasted budget for this plant was \$560,000 excl. GST. The time between the original estimates being obtained and the RFQ being undertaken has resulted in a quotation of \$648,185.00 excl GST which is a shortfall of \$88,185.00 excl GST.

The preferred supplier has advised that delivery time for this vehicle is up to 60 weeks from the placement of an order. Given that this item of plant will not be finalised until after the 30 June 2024, it is requested that unexpended funds from this purchase be carried forward to 2024-2025 financial year budget and additional funds are allocated from the Plant Replacement Reserve to fund the budget shortfall.

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.

**16.8 VP379771 GOULBURN MULWAREE COUNCIL RUG CONSTRUCTION AC AND SEAL WORK**

**Author:** Director Utilities

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. **VP379771 RFQ Evaluation Report GMC RUG Construction AC and Seal Work - Confidential**

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 21. Our Infrastructure IN6 Implement safe, accessible, and efficient management and recycling options for general waste, green waste, and sewage.  |
| <b>Cost to Council:</b>                  | To be funded from the RUG Construction budget.<br>The cost of this work is \$363,549.81 incl. GST.   |
| <b>Use of Reserve Funds:</b>             | The project is funded by LRCI (Local Roads and Community Infrastructure) funding \$1,034,951; Waste Less Recycle More Initiative for Improved Systems for Household Problem Waste Funding \$180,000; Waste Management Centre reserves for WMC Improvements; WMC Tip Replacement and Special Project reserves; and Domestic Waste Reserves. |

**RECOMMENDATION**

That

1. The report from the Director Utilities on the Goulburn Mulwaree Council RUG Construction AC Seal Works be received.
2. The RFQ from Downer EDI Pty Ltd be accepted in accordance with the specifications and tender documents for VP379771 for the lump sum price of \$363,549.81 (incl GST).

**BACKGROUND**

Quotations were called for the completion of the Asphalt and seal works as required for the RUG construction.

**REPORT**

Requests for quotation were called under Vendorpanel contract LGP 213-2 Bitumen, Emulsions and Asphalt Materials on 18 September 2023. This process is in accordance with the requirements of the *Local Government Act 1993*, *Local Government (General) Regulation 2005* and the Tendering Guidelines of NSW Local Government (General) Regulation 2009.

Council’s RFQ documents were provided to three members of the panel and two quotations were received for this work. An evaluation process was completed by the panel in accordance with the approved tender plan. The evaluation report is provided with this Council report.

Quotations were received from:

- Denrith Pty Ltd - 282 Carrick Road Goulburn, NSW, 2580
- Downer EDI Pty Ltd - 36 Sawmill Street Hume, ACT 2920

Following the completion of the evaluation process, The Panel recommends Downer Pty Ltd to be the preferred tenderer in accordance with the documentation for VP379771. This recommendation is based on Downer Pty Ltd Pty Ltd being the highest-ranking proponent at the completion of the evaluation process combining both the non-price and price criteria.

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.

**16.9 REQUEST FOR FINANCIAL ASSISTANCE - ROTARY CLUB OF GOULBURN**

**Author:** Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. **Application for Financial Assistance - Rotary Club of Goulburn Inc.**  
 
  2. **Booking Quote**  

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | CSP Strategy C02 – Encourage and facilitate active and creative participation in community life.   |
| <b>Cost to Council:</b>                  | 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 2023/24 Financial Year. Approval of the recommendations contained within this Business Paper would leave a remaining amount of \$30,400 for future contributions. |
| <b>Use of Reserve Funds:</b>             | Not applicable. Budgeted amount funded from revenue.   |

**RECOMMENDATION**

That

1. The report from the Director Corporate & Community Services on the Request for Financial Assistance – Rotary Club of Goulburn be received.
2. Council provides in-kind support of \$1,191.00 (inc. GST), representing 50% of the quoted fees for the use of the Recreation Area and Peden Pavilion and the full amount of waste bin hire/empty and amenity cleaning to be funded via transfer from the Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy 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**

The Rotary Club of Goulburn are seeking financial assistance in the form of “in-kind” support for the use of the Recreation Area and Peden Pavilion for the Goulburn Car and Motorcycle Show to be held on Saturday 25<sup>th</sup> November 2023.

The Goulburn Car and Motorcycle Show has been held since 2017 and is organised by an active group of local community members. The show is a fundraising event with all funds raised being donated to a local charitable organisation. The show has become a popular annual event amongst car and motorcycle enthusiasts attracting entrants and visitors from far and wide.

The amount sought is \$1,191 (inc. GST) made up of:

- 50% venue hire fees \$577
- Waste provision and amenity cleaning \$614

A copy of their application and a quote for hire fees is attached to this report. Given the benefit that this event provides to the community it is recommended that \$1,191 “in-kind” support be approved. This represents 50% of the fees payable for the event which is in accordance with the Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy.





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

### Applicant / Organisation Details

|                        |                              |
|------------------------|------------------------------|
| <b>Name:</b>           | Rotary Club of Goulburn Inc. |
| <b>Address:</b>        | PO BOX 140 Goulburn NSW 2580 |
| <b>Contact Person:</b> | Dick Kearins                 |
| <b>Telephone:</b>      | 0428 220 799                 |
| <b>Email Address:</b>  | glbrotary@gmail.com          |

### Amount Applied for (including GST if applicable)

\$ 1,191  
\$ \_\_\_\_\_

### 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

**Other Grant Funding**

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

No other grant funding has been sought, but the Car & Motorcycle Show committee are actively seeking sponsorship from local business to help support the event.

**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)

The Goulburn Car and Motorcycle Show is organised by an active group of local community members who are passionate about this event. As they are not a formal body, this event is auspiced and actively supported by the Rotary Club of Goulburn Inc. All income and expenditure related to the event is managed through the Rotary Club of Goulburn Inc. bank accounts, including the distribution of any proceeds from the event.

The 2023 Goulburn Car & Motorcycle Show will be held at Goulburn Recreation Area on Saturday 25th November, and is expected to attract visitors from far and wide. The 2022 event attracted thousands of visitors to Wakefield Park, with car and bike entries having to be capped at 500 in order to be able to effectively manage the event. This has grown from 80 cars in the first event Show held in 2017.

The 2022 Show resulted in \$10,000 being raised and donated to support Goulburn PCYC's Rise Up Programs for Youth. All funds raised from the 2023 event will be donated to a local charitable organisation/s.

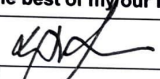
We are seeking support from Goulburn Mulwaree Council to assist with 50% venue hire (\$577) and 100% (\$614) of the costs of cleaning and waste provision/removal, totalling \$1,191.

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?
- 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?

| <b>Declaration</b>  |  |           |  |
|---|--|-----------|--|
| I/We certify that, to the best of my/our knowledge, the information of this application is true and correct |  |           |  |
| Signature   |  | Signature |  |
| Name  | WALLY LAWSON   | Name      |  |
| Position  | Secretary  | 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](http://www.goulburn.nsw.gov.au)*

Booking Quote 4647



Locked Bag No. 22  
GOULBURN NSW 2580

20 Jul 2023

ANDREW DOUGHTY  
GOULBURN CAR & MOTORCYCLE SHOW

Dear ANDREW,

**Subject: Booking Enquiry & Quote**

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

**Booking particulars**

|                          |                                |
|--------------------------|--------------------------------|
| Booking Reference Number | 70518 to 72503 inclusive       |
| Event Description        | Goulburn Car & Motorcycle Show |
| Booking Status           | Confirmed                      |
| Phone number on file     |                                |

**Booking Details**

| Facility Booked                          | Date        | From     | To       | Charges (inc GST) |
|--|-------------|----------|----------|-------------------|
| Area E Showmans Guild Parking            | 25 Nov 2023 | 08:00 AM | 03:00 PM | \$167.00          |
| Area H and J                             | 25 Nov 2023 | 08:00 AM | 03:00 PM | \$587.00          |
| Area P and Q Peden Pavilion and Skillion | 25 Nov 2023 | 08:00 AM | 03:00 PM | \$400.00          |

**Total Bookings \$: \$1 154.00**

**Other Booking Charges**

| Additional Charges               | Qty | Hours | \$ per hour | Charges (inc GST) |
|----------------------------------|-----|-------|-------------|-------------------|
| Recreation Area 240L Bin Empty   | 10  |       | \$22.00     | \$220.00          |
| Recreation Area Amenity Cleaning | 2   |       | \$197.00    | \$394.00          |

**Total Additional Charges: \$614.00**

**GRAND TOTAL GST \$160.72**  
**GRAND TOTAL (inc GST) \$1 768.00**

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

Yours faithfully

ANNE RUDELL  
Goulburn Mulwaree Council

**16.10 REQUEST FOR FINANCIAL ASSISTANCE - CONVOY FOR KIDS GOULBURN**

**Author:** Brendan Hollands, Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

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

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | CSP Strategy C02 – Encourage and facilitate active and creative participation in community life.   |
| <b>Cost to Council:</b>                  | 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 2023/24 financial year. Approval of the recommendations contained within this meeting’s agenda would leave a remaining amount of \$30,400 for future contributions. |
| <b>Use of Reserve Funds:</b>             | Not Applicable. Budgeted amount funded from revenue.   |

|  |
|--|
| <p><b>RECOMMENDATION</b></p> <p>That</p> <ol style="list-style-type: none"> <li>1. The report of the Director of Corporate &amp; Community Services on Requests for Financial Assistance –Convoy for Kids Goulburn be received.</li> <li>2. Council provide the following in-kind support to the Convoy for Kids Goulburn to the value of \$2,887.00 to be funded from the Financial Assistance budget: <ul style="list-style-type: none"> <li>• 50% Hire Fees for Recreation Area \$377.00</li> <li>• Amenity Cleaning, bin hire, waste removal \$2,510.00</li> </ul> </li> </ol> |
|--|

**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 Convoy for Kids Goulburn seeking financial assistance for their annual truck convoy through Goulburn to be held on Saturday 11<sup>th</sup> November 2023. A copy of the application is attached for your consideration.

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 \$2,887.00 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.....\$377.00

---

Bin hire, amenity cleaning & waste removal .....\$2,510.00



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

### Applicant / Organisation Details

|                        |                                       |
|------------------------|---------------------------------------|
| <b>Name:</b>           | Convoy For Kids Goulburn              |
| <b>Address:</b>        | 17090 Hume Highway, Goulburn NSW 2580 |
| <b>Contact Person:</b> | Emily Townsend                        |
| <b>Telephone:</b>      | 0488 298 246                          |
| <b>Email Address:</b>  | 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  
Effective from 19 July 2022 to 30 June 2025

Application for Financial Assistance

**Other Grant Funding**

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

|     |
|-----|
| N/A |
|-----|

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

Page 3 of 5

Application for Financial Assistance

**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 4000 people to go through our gates on the day. We have booked well-established act - Bluey & Bingo along with well-known local artists to attract both local residents and visitors to the town.

The Convoy will depart from 10am on Saturday 11th November 2023, & will conclude at the Goulburn Showground, where our Carnival is set to kick off.

We are attempting a new 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. We have booked triple the amount of rides and entertainment than we have had in previous years.

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 and are continuously looking for new ways to raise funds.

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  
 Effective from 19 July 2022 to 30 June 2025

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?
- 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?

| <b>Declaration</b>  |  |           |  |
|---|--|-----------|--|
| 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](http://www.goulburn.nsw.gov.au)*

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

Booking Quote 4151



Locked Bag No. 22  
GOULBURN NSW 2580

26 Sep 2023

CONVOY FOR KIDS GOULBURN  
EMILY TOWNSEND  
PO BOX 1218  
GOULBURN NSW 2580

Dear Emily,

**Subject: Booking Enquiry & Quote**

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

**Booking particulars**

|                          |                          |
|--------------------------|--------------------------|
| Booking Reference Number | 60560 to 60563 inclusive |
| Event Description        | Convoy 4 Kids            |
| Booking Status           | Confirmed                |
| Phone number on file     |                          |

**Booking Details**

| Facility Booked                  | Date        | From     | To       | Charges (inc GST) |
|----------------------------------|-------------|----------|----------|-------------------|
| Area H Picnic Area Dog Obedience | 10 Nov 2023 | 10:00 AM | 05:00 PM | \$0.00            |
| Area E Showmans Guild Parking    | 11 Nov 2023 | 10:00 AM | 05:00 PM | \$167.00          |
| Area H and J                     | 11 Nov 2023 | 10:00 AM | 05:00 PM | \$587.00          |

**Total Bookings \$: \$754.00**

**Other Booking Charges**

| Additional Charges                           | Qty | Hours | \$ per hour | Charges (inc GST) |
|--|-----|-------|-------------|-------------------|
| Recreation Area Amenity Cleaning             | 8   |       | \$197.00    | \$1 576.00        |
| Recreation Area 240L Bin Empty               | 12  |       | \$22.00     | \$264.00          |
| Recreation Area 240L Delivery & Pick Up Fee  | 2   |       | \$74.00     | \$148.00          |
| Recreation Area 1100L Bin Hire               | 7   |       | \$14.00     | \$98.00           |
| Recreation Area 1100L Bin Empty              | 7   |       | \$32.00     | \$224.00          |
| Recreation Area 1100L Delivery & Pick Up Fee | 2   |       | \$100.00    | \$200.00          |

**Total Additional Charges: \$2 510.00**

**GRAND TOTAL GST \$296.71**

**GRAND TOTAL (inc GST) \$3 264.00**

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

**16.11 GENERAL PURPOSE FINANCIAL STATEMENTS AND SPECIAL PURPOSE STATEMENTS 2022/23**

**Author:** Business Manager Finance & Customer Service  
 Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Statement by Councillors and Management GPFS  
  2. Statement by Councillors and Management SPFS  
  3. General Purpose Financial Statements (separately enclosed) 
  4. Special Purpose Financial Statements (separately enclosed) 

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | Delivery Plan Action CL1.2 - Ensure the long term financial sustainability of Council through effective and prudent financial management (CSP Strategy CL1 - Effect resourceful and respectful leadership and attentive representation of the community) |
| <b>Cost to Council:</b>                  | Annual cost to Council for external audit is approximately \$140,000. This amount is included in the budget.   |
| <b>Use of Reserve Funds:</b>             | Not Applicable   |

**RECOMMENDATION**

That

1. The report from the Director Corporate & Community Services on the General Purpose Financial Statements and Special Purpose Statements 2022/23 be received.
2. The Statements under s413(2) Local Government Act 1993 be endorsed and signed off by the Mayor, Deputy Mayor, General Manager and Responsible Accounting Officer to enable the Independent Auditors reports to be issued
3. Council approve the Financial Statements for lodgement with the Office of Local Government
4. Council approve the Financial Statements to be placed on public exhibition with the Audited Financial Statements to be presented to Council at the first available meeting following receipt of the Auditors Report.

**BACKGROUND**

Prior to the issuing of the following reports:

- Independent Auditor’s Report on the general purpose financial statements
- Report on the Conduct of the Audit
- Independent Auditor’s Report on the special purpose financial statements,

Council needs to endorse the Statement by Councillors and Management relating to the Goulburn Mulwaree Council Annual Financial Statements and Special Purpose Statements for the year ended 30 June 2023.

**REPORT**

Council’s draft Annual Financial Statements and Special Purpose Statements for the 2022/23 Financial Year have been prepared and are included in the enclosures.

These statements are still subject to audit and, while we believe that the version provided will not require material changes if material changes do eventuate, an extraordinary meeting may be required to sign off on the updated statements.

The draft set of financial statements have been reviewed and endorsed by Council's Audit Risk and Improvement Committee subject to some minor changes which have already been made in the copy of the statements provided.

In accordance with the Local Government Act 1993 the reports are required to be completed, audited and lodged with the Office of Local Government within four months of the close of the financial year.

At the request of our auditors, Audit Office NSW, Council will seek approval for an extension for the submission of the Audited Financial Statements until 30 November 2023.

Once the Audit Reports have been received, Council will lodge the Financial Statements with the Office of Local Government and place them on public exhibition.

Despite the request for the extension of time, it is still hoped that the Auditors report will be received in time to enable the Audited Statements to be presented, as originally planned, at the Council meeting on 21 November 2023. If the Auditors report is not received in time, the Audited Statements will be presented to Council at its meeting on 19 December 2023.

## Goulburn Mulwaree Council

### General Purpose Financial Statements

for the year ended 30 June 2023

---

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

**The attached general purpose financial statements have been prepared in accordance with:**

- the *Local Government Act 1993* and the regulations made thereunder,
- the Australian Accounting Standards and other pronouncements of the Australian Accounting Standards Board
- the Local Government Code of Accounting Practice and Financial Reporting.

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

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

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

**Signed in accordance with a resolution of Council made on 17 October 2023.**

---

Cr Peter Walker

**Mayor**

17 October 2023

---

Cr Steve Ruddell

**Deputy Mayor**

17 October 2023

---

Aaron Johansson

**Chief Executive Officer**

17 October 2023

---

Brendan Hollands

**Responsible Accounting Officer**

17 October 2023



## Goulburn Mulwaree Council

### Special Purpose Financial Statements

for the year ended 30 June 2023

---

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

The attached special purpose financial statements have been prepared in accordance with:

- NSW Government Policy Statement, *Application of National Competition Policy to Local Government*
- Division of Local Government Guidelines, *Pricing and Costing for Council Businesses: A Guide to Competitive Neutrality*
- The Local Government Code of Accounting Practice and Financial Reporting
- Sections 3 and 4 of the NSW Department of Planning and Environment, *Water's Regulatory and assurance framework for local water utilities*.

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

- present fairly the operating result and financial position for each of Council's declared business activities for the year,
- accord with Council's accounting and other records; and
- present overhead reallocation charges to the water and sewerage businesses as fair and reasonable.

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

Signed in accordance with a resolution of Council made on 17 October 2023.

---

Cr Peter Walker

**Mayor**

17 October 2023

---

Cr Steve Ruddell

**Deputy Mayor**

17 October 2023

---

Aaron Johansson

**Chief Executive Officer**

17 October 2023

---

Brendan Hollands

**Responsible Accounting Officer**

17 October 2023

**16.12 DEBTORS OUTSTANDING**

**Author:** Revenue Officer - Debtors  
 Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** Nil

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Not Applicable   |

**RECOMMENDATION**

That the report from the Revenue Officer on Debtor Collections be received.

**BACKGROUND**

The purpose of this report is to advise on the status of debtor collections as at 3 October 2023.

**REPORT**

The following table summarises the debtor balances as at 3 October 2023;

|                                      | <b>Amount</b>         |
|--------------------------------------|-----------------------|
| Debtor Outstanding at 01/07/2023     | \$1,429,039.12        |
| Invoices Raised 2023/2024            | \$5,333,032.64        |
| <b>Total Collectable (A)</b>         | <b>\$6,762,711.76</b> |
| Less Debtors Collected               | -\$4,296,361.10       |
| <b>Total Amount Outstanding</b>      | <b>\$2,465,710.66</b> |
| Less Amount Not Yet Due              | -\$1,140,885.64       |
| Total Overdue Amount (B)             | \$1,324,825.02        |
| Debtors Outstanding Percentage (B/A) | 20%                   |

Analysis of the outstanding debts show:

|                                 |                       |             |
|---------------------------------|-----------------------|-------------|
| Not Yet Due                     | \$1,140,885.64        | 46%         |
| Overdue > 30 Days               | \$63,358.90           | 3%          |
| Overdue > 60 Days               | \$352,493.48          | 14%         |
| Overdue > 90 Days               | \$908,972.64          | 37%         |
| <b>Total Amount Outstanding</b> | <b>\$2,465,710.66</b> | <b>100%</b> |

**Overdue Debtors >\$5,000**

| Debtor Number | Balance      | Balance_90   | Balance_60 | Balance_30  | Comment  |
|---------------|--------------|--------------|------------|-------------|--|
| 3004419       | \$944,981.51 | \$884,231.98 | 0.00       | \$60,749.53 | Council staff are in conversation with the company to finalise this matter.  |
| 3005943       | \$25,653.61  | \$25,653.61  | 0.00       | 0.00        | Repair works to fix drillers line through sewer line at 23 Hume Street. Company has advised this will be paid, however they are claiming this through their insurance. Many further phone calls and emails have been made/sent, still awaiting payment. Have been corresponding with the insurance company for payment. Update 5.7.23 is that the claim is currently being reviewed. A Draft Deed of Release was emailed to Council for review 19.4.23. Many more emails back and forth, still no payment received. Letter from Outstanding Collections sent, still awaiting finalisation.   |
| 3006576       | \$7,051.66   | \$7051.66    | 0.00       | 0.00        | An internal audit of compliance with conditions of consent identified that Development Contributions were not paid in relation to this development 6.3.23 Invoiced Gs94A Development Contributions levied under the Goulburn Mulwaree Local Infrastructure Contributions for CDC/0033/2021 49 Fitzroy St. No contact has been made by the owner regarding the payment of the invoice. Emails, statements, Letters of demand have been sent monthly. New email sent, if no contact by 17th July 2023, will be sent to the collections agency to follow up. Sent to Outstanding Collections. Letter of Demand and Summons Warning Letter sent. Debtor contacted Council, said he is not in position to pay presently and is looking at selling the property. Planning advised to hold off any further action until mid October 2023. |

**16.13 RATES OUTSTANDING REPORT**

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

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.   |
| <b>Cost to Council:</b>                  | Outstanding rates continue to accrue interest at a rate of 5% above the rate at which Council could invest its money.<br>Rates outstanding remain a charge on the land and are always collectable. |
| <b>Use of Reserve Funds:</b>             | Not Applicable   |

**RECOMMENDATION**

That the report from the Revenue Coordinator on Rates Outstanding be received.

**BACKGROUND**

The purpose of this report is to advise on the status of rates collections as at 4 October 2023.

**REPORT**

The following table summarises rates transactions and collections processed up to 4 October 2023.

|  | <b>Amount</b>    |
|--|------------------|
| Rates and Charges Outstanding at 1 July 2023 | -144,965.65      |
| Levies and Write Offs                        | \$29,187,308.48  |
| Total Collectable                            | \$29,042,342.83  |
| Rates and Charges Collected                  | -\$11,325,808.50 |
| Pre payments                                 | \$236,055.10     |
| Amount Outstanding                           | \$17,952,589.43  |
| Percentage of Rates and Charges Outstanding  | <b>62%</b>       |

The percentage recorded here shows that the rates are being collected in line with expectations. The outstanding rates currently stand at 62% which indicates the outstanding debt percentage remains low.

Analysis of the outstanding debts shows there are a total of 403 properties with an outstanding debt of more than \$500. Council posted 423 Letters of Demand on 19 September 2023 for all properties with arrears that had not contacted Council to enter into suitable payment arrangements.

It should be noted a considerable number of ratepayers have entered into repayment arrangements in accordance with Council’s Policy.

Overdue amounts are further dissected below:

| Debt Range      | No of Properties | Total Debt for Range | Average Debt |
|-----------------|------------------|----------------------|--------------|
| \$150-\$499     | 890              | \$293,936            | \$330        |
| \$500-\$2,000   | 343              | \$301,974            | \$880        |
| \$2,001-\$5,000 | 60               | \$189,690            | \$3,161      |
| Above \$5,000   | 29               | \$326,581            | \$11,261     |

**OUTSTANDING BALANCES >\$5,000**

| Property No. | Balance     | Action Taken                        |
|--------------|-------------|-------------------------------------|
| 1016870      | \$5,026.39  | Current debt recovery               |
| 1006508      | \$5,029.83  | Payment arrangement                 |
| 1006861      | \$5,067.87  | Payment arrangement                 |
| 1008636      | \$5,154.84  | N/A - Postponed rates               |
| 1005867      | \$5,328.83  | Current debt recovery               |
| 1020824      | \$5,618.07  | 1st instalment outstanding          |
| 1005354      | \$5,680.63  | N/A – Postpone rates                |
| 1024133      | \$6,317.90  | Payment arrangement                 |
| 1021189      | \$6,320.81  | Current debt recovery               |
| 1020821      | \$6,436.23  | 1st instalment outstanding          |
| 1021400      | \$6,675.92  | Current debt recovery               |
| 1020005      | \$6,938.30  | Current debt recovery - Liquidation |
| 1020006      | \$6,938.30  | Current debt recovery - Liquidation |
| 1020007      | \$6,938.30  | Current debt recovery - Liquidation |
| 1020008      | \$6,938.30  | Current debt recovery - Liquidation |
| 1007833      | \$7,069.71  | Current debt recovery               |
| 1004192      | \$7,223.67  | N/A – Postponed rates               |
| 1020822      | \$7,494.34  | 1st instalment outstanding          |
| 1003523      | \$7,830.31  | Payment arrangement                 |
| 1020851      | \$8,018.91  | Current debt recovery               |
| 1001810      | \$9,295.52  | N/A – Postponed rates               |
| 1002524      | \$9,973.25  | Current Debt recovery               |
| 1020004      | \$10,331.40 | Current debt recovery - Liquidation |
| 1020819      | \$12,163.58 | 1st instalment outstanding          |
| 1020840      | \$19,159.97 | 1st instalment outstanding          |
| 1020327      | \$24,786.01 | 1st instalment outstanding          |

|         |                     |   |
|---------|---------------------|---|
| 1002184 | \$25,939.48         | Current debt recovery                                 |
| 1010110 | \$27,375.39         | Current debt recovery                                 |
| 1004839 | \$59,509.90         | Current debt recovery - Investigating rating category |
|         | <b>\$326,581.96</b> |   |

**16.14 MONTHLY FINANCIAL REPORT**

**Author:** Business Manager Finance & Customer Service

Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Monthly Financial Report [↓](#) 

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That the report by the Director Corporate & Community Services on the Monthly Financial Report be received.

**BACKGROUND**

To provide details on Council’s actual income and expenditure compared to the estimate of Council’s income and expenditure.

This report is made in compliance with the requirements of the *Local Government (General) Regulation 2005 – Reg 202 (a)*, relating to Council's responsible accounting officer to maintain a system for budgetary control.

**REPORT**

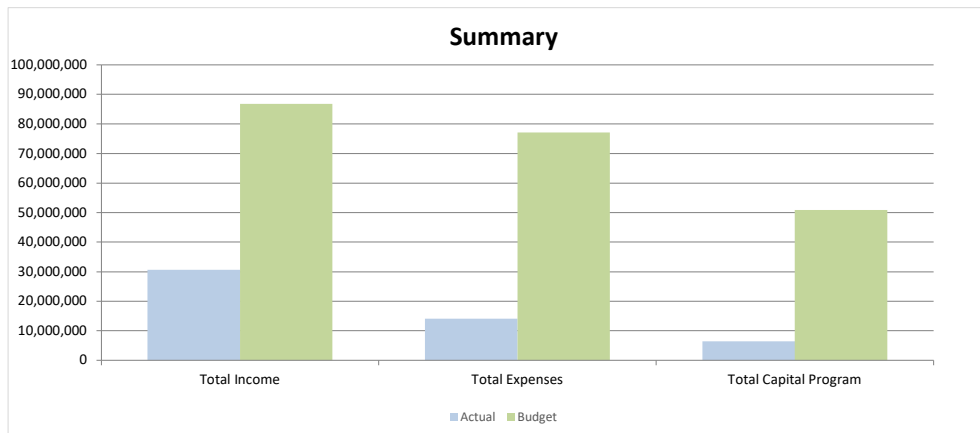
The Attachment includes the Capital Expenditure Year-to-Date Reports by Directorate along with reports comparing Council’s year-to-date income and expenditure against the annual budget for each of the funds for the 2023/24 financial year.



**Council Summary Report by Fund for 2023/24**  
for YTD Period Ending September

Date Report Run: 03-Oct-2023

| Description                                    | Original Budget<br>24PJOB | Actual YTD        | PJ Commit         | Works Commit       | Total Actual YTD   | Current Budget<br>24PJCO | % of Time:         |               |
|--|---------------------------|-------------------|-------------------|--------------------|--------------------|--------------------------|--------------------|---------------|
|  |                           |                   |                   |                    |                    |                          | \$ Variance        | % of Budget   |
| <b>Income</b>                                  |                           |                   |                   |                    |                    |                          |                    | <b>26%</b>    |
| Rates & Annual Charges                         | 24,061,340                | 23,936,877        | 0                 | 0                  | 23,936,877         | 24,061,340               | 124,463            | 99%           |
| User Charges & Fees                            | 8,931,836                 | 2,319,330         | 0                 | 0                  | 2,319,330          | 8,931,836                | 6,612,506          | 26%           |
| Interest & Investment Revenue                  | 785,000                   | 87,571            | 0                 | 0                  | 87,571             | 785,000                  | 697,429            | 11%           |
| Other Revenues                                 | 1,567,761                 | 426,526           | 0                 | 0                  | 426,526            | 1,567,761                | 1,141,235          | 27%           |
| Operating Grants & Contributions               | 11,878,327                | 1,801,155         | 0                 | 0                  | 1,801,155          | 11,909,327               | 10,108,172         | 15%           |
| Internal Income                                | 21,643,853                | 0                 | 0                 | 0                  | 0                  | 22,103,496               | 22,103,496         | 0%            |
| <b>Total Income</b>                            | <b>68,868,116</b>         | <b>28,571,460</b> | <b>0</b>          | <b>0</b>           | <b>28,571,460</b>  | <b>69,358,759</b>        | <b>40,787,300</b>  | <b>41%</b>    |
| <b>Expense</b>                                 |                           |                   |                   |                    |                    |                          |                    |               |
| Employee costs                                 | 27,255,573                | 6,847,318         | 2,506             | 2,153              | 6,851,977          | 27,242,086               | 20,390,109         | 25%           |
| Materials & Contracts                          | 17,055,491                | 6,784,799         | 1,274,288         | 3,129,056          | 11,188,142         | 17,212,524               | 6,024,382          | 65%           |
| Borrowing Costs                                | 748,024                   | 111,282           | 0                 | 0                  | 111,282            | 748,024                  | 636,742            | 15%           |
| Depreciation & Impairment                      | 17,412,649                | 0                 | 0                 | 0                  | 0                  | 17,412,649               | 17,412,649         | 0%            |
| Other Expenses                                 | 1,463,718                 | 350,298           | 0                 | 0                  | 350,298            | 1,463,718                | 1,113,419          | 24%           |
| Internal Expenses                              | 13,010,975                | 0                 | 0                 | 0                  | 0                  | 13,010,975               | 13,010,975         | 0%            |
| <b>Total Expense</b>                           | <b>76,946,429</b>         | <b>14,093,697</b> | <b>1,276,794</b>  | <b>3,131,208</b>   | <b>18,501,699</b>  | <b>77,089,975</b>        | <b>58,588,276</b>  | <b>24%</b>    |
| <b>Operating Surplus/(Deficit) before Capi</b> | <b>-8,078,312</b>         | <b>14,477,763</b> | <b>-1,276,794</b> | <b>-3,131,208</b>  | <b>10,069,761</b>  | <b>-7,731,215</b>        | <b>-17,800,976</b> | <b>-130%</b>  |
| <b>Capital Income</b>                          |                           |                   |                   |                    |                    |                          |                    |               |
| Capital Grants & Contributions                 | 26,024,444                | 2,093,830         | 0                 | 0                  | 2,093,830          | 26,782,259               | 24,688,429         | 8%            |
| <b>Operating Surplus/(Deficit) after Capi</b>  | <b>17,946,132</b>         | <b>16,571,593</b> | <b>-1,276,794</b> | <b>-3,131,208</b>  | <b>12,163,590</b>  | <b>19,051,044</b>        | <b>6,887,453</b>   | <b>64%</b>    |
| <b>Non Cash</b>                                |                           |                   |                   |                    |                    |                          |                    |               |
| Depreciation & Impairment                      | 17,412,649                | 0                 | 0                 | 0                  | 0                  | 17,412,649               | 17,412,649         | 0%            |
| <b>Total Non Cash</b>                          | <b>17,412,649</b>         | <b>0</b>          | <b>0</b>          | <b>0</b>           | <b>0</b>           | <b>17,412,649</b>        | <b>0</b>           | <b>0%</b>     |
| <b>Investing Fund Flows</b>                    |                           |                   |                   |                    |                    |                          |                    |               |
| Capital Works                                  | -45,897,278               | -6,403,190        | 0                 | -14,100,279        | -20,503,468        | -50,887,671              | -30,384,203        | 40%           |
| Asset Sales                                    | 640,000                   | 123,053           | 0                 | 0                  | 123,053            | 640,000                  | 516,947            | 19%           |
| <b>Total Investing Fund Flows</b>              | <b>-45,257,278</b>        | <b>-6,280,137</b> | <b>0</b>          | <b>-14,100,279</b> | <b>-20,380,415</b> | <b>-50,247,671</b>       | <b>-29,867,256</b> | <b>41%</b>    |
| <b>Financing Fund Flows</b>                    |                           |                   |                   |                    |                    |                          |                    |               |
| Loan Principal                                 | -1,816,872                | -439,242          | 0                 | 0                  | -439,242           | -1,816,872               | -1,377,630         | 24%           |
| Proceeds from Borrowings                       | 4,000,000                 | 0                 | 0                 | 0                  | 0                  | 4,000,000                | 4,000,000          | 0%            |
| <b>Total Financing Fund Flows</b>              | <b>2,183,128</b>          | <b>-439,242</b>   | <b>0</b>          | <b>0</b>           | <b>-439,242</b>    | <b>2,183,128</b>         | <b>2,622,370</b>   | <b>-20%</b>   |
| <b>Net Inc/(Dec) in Funds before Transfers</b> | <b>-7,715,370</b>         | <b>9,852,214</b>  | <b>-1,276,794</b> | <b>-17,231,487</b> | <b>-8,656,067</b>  | <b>-11,600,851</b>       | <b>-2,944,784</b>  | <b>75%</b>    |
| <b>Reserve Movements</b>                       |                           |                   |                   |                    |                    |                          |                    |               |
| Transfers to Internal Reserves                 | 191,583                   | -73,412           | 0                 | 0                  | -73,412            | 200,613                  | 274,025            | -37%          |
| Transfers to Developer Contributions           | -2,819,500                | -418,945          | 0                 | 0                  | -418,945           | -2,819,500               | -2,400,555         | 15%           |
| Transfers to Other External Reserves           | 0                         | 9,650             | 0                 | 0                  | 9,650              | 0                        | -9,650             | 0%            |
| Transfers from Internal Reserves               | 5,119,834                 | 0                 | 0                 | 0                  | 0                  | 7,168,588                | 7,168,588          | 0%            |
| Transfers from Developer Contributions         | 2,033,321                 | 0                 | 0                 | 0                  | 0                  | 2,631,290                | 2,631,290          | 0%            |
| Transfers from Other External Reserves         | 3,287,285                 | 0                 | 0                 | 0                  | 0                  | 4,677,066                | 4,677,066          | 0%            |
| <b>Total Reserve Movements</b>                 | <b>7,812,523</b>          | <b>-482,707</b>   | <b>0</b>          | <b>0</b>           | <b>-482,707</b>    | <b>11,858,057</b>        | <b>12,340,764</b>  | <b>-4%</b>    |
| <b>Net Inc/(Dec) in Unrestricted Funds</b>     | <b>97,153</b>             | <b>9,369,507</b>  | <b>-1,276,794</b> | <b>-17,231,487</b> | <b>-9,138,774</b>  | <b>257,206</b>           | <b>9,395,979</b>   | <b>-3553%</b> |



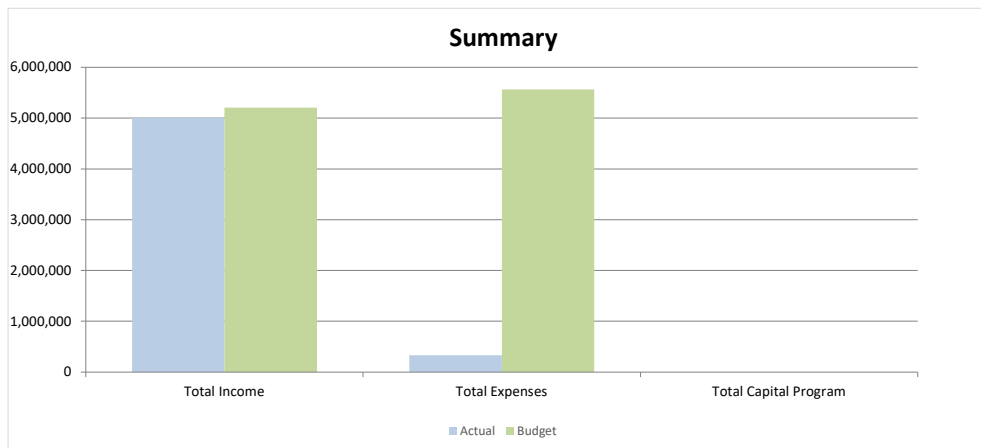




**Council Summary Report by Fund for 2023/24**  
for YTD Period Ending September

Date Report Run: 03-Oct-2023

| Description                                     | Original Budget 24PJOB | Actual YTD       | PJ Commit | Works Commit    | Total Actual YTD | Current Budget 24PJCO | % of Time:        |               |
|---|------------------------|------------------|-----------|-----------------|------------------|-----------------------|-------------------|---------------|
|   |                        |                  |           |                 |                  |                       | \$ Variance       | 26%           |
| <b>Income</b>                                   |                        |                  |           |                 |                  |                       |                   |               |
| Rates & Annual Charges                          | 5,073,679              | 5,064,874        | 0         | 0               | 5,064,874        | 5,073,679             | 8,805             | 100%          |
| Interest & Investment Revenue                   | 95,000                 | -71,843          | 0         | 0               | -71,843          | 95,000                | 166,843           | -76%          |
| Other Revenues                                  | 38,059                 | 12,914           | 0         | 0               | 12,914           | 38,059                | 25,145            | 34%           |
| <b>Total Income</b>                             | <b>5,206,738</b>       | <b>5,005,945</b> | <b>0</b>  | <b>0</b>        | <b>5,005,945</b> | <b>5,206,738</b>      | <b>200,793</b>    | <b>96%</b>    |
| <b>Expense</b>                                  |                        |                  |           |                 |                  |                       |                   |               |
| Employee costs                                  | 994,908                | 150,446          | 0         | 0               | 150,446          | 994,908               | 844,462           | 15%           |
| Materials & Contracts                           | 1,028,455              | 184,550          | 0         | 114,941         | 299,491          | 1,033,105             | 733,614           | 29%           |
| Depreciation & Impairment                       | 753                    | 0                | 0         | 0               | 0                | 753                   | 753               | 0%            |
| Internal Expenses                               | 3,073,656              | 0                | 0         | 0               | 0                | 3,533,299             | 3,533,299         | 0%            |
| <b>Total Expense</b>                            | <b>5,097,772</b>       | <b>334,996</b>   | <b>0</b>  | <b>114,941</b>  | <b>449,936</b>   | <b>5,562,065</b>      | <b>5,112,128</b>  | <b>8%</b>     |
| <b>Operating Surplus/(Deficit) before Capi</b>  | <b>108,966</b>         | <b>4,670,949</b> | <b>0</b>  | <b>-114,941</b> | <b>4,556,008</b> | <b>-355,327</b>       | <b>-4,911,335</b> | <b>-1282%</b> |
| <b>Capital Income</b>                           |                        |                  |           |                 |                  |                       |                   |               |
| <b>Operating Surplus/(Deficit) after Capitz</b> | <b>108,966</b>         | <b>4,670,949</b> | <b>0</b>  | <b>-114,941</b> | <b>4,556,008</b> | <b>-355,327</b>       | <b>-4,911,335</b> | <b>-1282%</b> |
| <b>Non Cash</b>                                 |                        |                  |           |                 |                  |                       |                   |               |
| Depreciation & Impairment                       | 753                    | 0                | 0         | 0               | 0                | 753                   | 753               | 0%            |
| <b>Total Non Cash</b>                           | <b>753</b>             | <b>0</b>         | <b>0</b>  | <b>0</b>        | <b>0</b>         | <b>753</b>            | <b>0</b>          | <b>0%</b>     |
| <b>Investing Fund Flows</b>                     |                        |                  |           |                 |                  |                       |                   |               |
| Capital Works                                   | 0                      | 0                | 0         | 0               | 0                | 0                     | 0                 | 0%            |
| Asset Sales                                     | 0                      | 0                | 0         | 0               | 0                | 0                     | 0                 | 0%            |
| <b>Total Investing Fund Flows</b>               | <b>0</b>               | <b>0</b>         | <b>0</b>  | <b>0</b>        | <b>0</b>         | <b>0</b>              | <b>0</b>          | <b>0%</b>     |
| <b>Financing Fund Flows</b>                     |                        |                  |           |                 |                  |                       |                   |               |
| <b>Total Financing Fund Flows</b>               | <b>0</b>               | <b>0</b>         | <b>0</b>  | <b>0</b>        | <b>0</b>         | <b>0</b>              | <b>0</b>          | <b>0%</b>     |
| <b>Net Inc/(Dec) in Funds before Transfers</b>  | <b>109,719</b>         | <b>4,670,949</b> | <b>0</b>  | <b>-114,941</b> | <b>4,556,008</b> | <b>-354,574</b>       | <b>-4,910,582</b> | <b>-1285%</b> |
| <b>Reserve Movements</b>                        |                        |                  |           |                 |                  |                       |                   |               |
| Transfers from Other External Reserves          | 75,000                 | 0                | 0         | 0               | 0                | 79,650                | 79,650            | 0%            |
| <b>Total Reserve Movements</b>                  | <b>75,000</b>          | <b>0</b>         | <b>0</b>  | <b>0</b>        | <b>0</b>         | <b>79,650</b>         | <b>79,650</b>     | <b>0%</b>     |
| <b>Net Inc/(Dec) in Unrestricted Funds</b>      | <b>184,719</b>         | <b>4,670,949</b> | <b>0</b>  | <b>-114,941</b> | <b>4,556,008</b> | <b>-274,924</b>       | <b>-4,830,932</b> | <b>-1657%</b> |

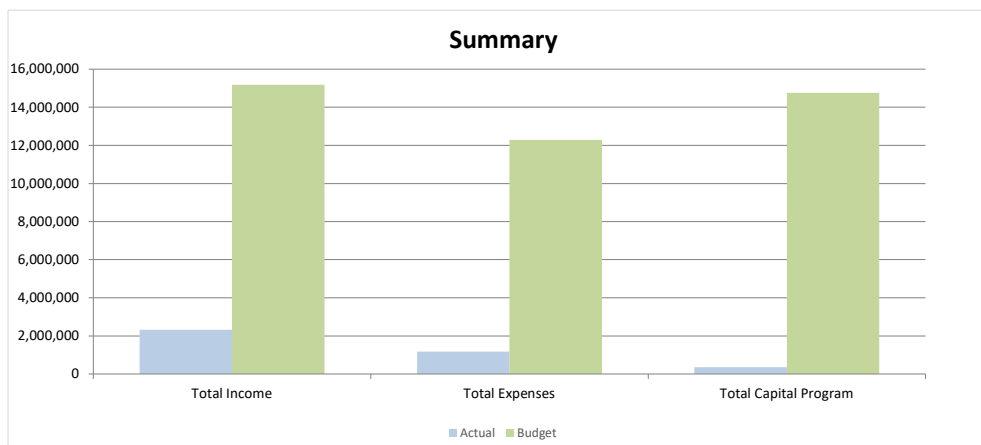




**Council Summary Report by Fund for 2023/24**  
for YTD Period Ending September

Date Report Run: 03-Oct-2023

| Description                                     | Original Budget 24PJOB | Actual YTD       | PJ Commit | Works Commit      | Total Actual YTD  | Current Budget 24PJCO | % of Time:         |     | % of Budget  |
|---|------------------------|------------------|-----------|-------------------|-------------------|-----------------------|--------------------|-----|--------------|
|   |                        |                  |           |                   |                   |                       | \$ Variance        | 26% |              |
| <b>Income</b>                                   |                        |                  |           |                   |                   |                       |                    |     |              |
| Rates & Annual Charges                          | 2,891,921              | 697,824          | 0         | 0                 | 697,824           | 2,891,921             | 2,194,097          |     | 24%          |
| User Charges & Fees                             | 8,168,463              | 1,747,280        | 0         | 0                 | 1,747,280         | 8,168,463             | 6,421,183          |     | 21%          |
| Interest & Investment Revenue                   | 965,000                | -300,615         | 0         | 0                 | -300,615          | 965,000               | 1,265,615          |     | -31%         |
| Other Revenues                                  | 107,827                | 35,933           | 0         | 0                 | 35,933            | 107,827               | 71,894             |     | 33%          |
| Operating Grants & Contributions                | 45,240                 | 0                | 0         | 0                 | 0                 | 45,240                | 45,240             |     | 0%           |
| <b>Total Income</b>                             | <b>12,178,451</b>      | <b>2,180,422</b> | <b>0</b>  | <b>0</b>          | <b>2,180,422</b>  | <b>12,178,451</b>     | <b>9,998,029</b>   |     | <b>18%</b>   |
| <b>Expense</b>                                  |                        |                  |           |                   |                   |                       |                    |     |              |
| Employee costs                                  | 2,056,578              | 648,815          | 0         | 0                 | 648,815           | 2,056,578             | 1,407,763          |     | 32%          |
| Materials & Contracts                           | 3,815,960              | 455,298          | 0         | 445,419           | 900,717           | 3,768,909             | 2,868,193          |     | 24%          |
| Borrowing Costs                                 | 762,226                | 76,691           | 0         | 0                 | 76,691            | 762,226               | 685,535            |     | 10%          |
| Depreciation & Impairment                       | 2,993,171              | 0                | 0         | 0                 | 0                 | 2,993,171             | 2,993,171          |     | 0%           |
| Internal Expenses                               | 2,698,408              | 0                | 0         | 0                 | 0                 | 2,698,408             | 2,698,408          |     | 0%           |
| <b>Total Expense</b>                            | <b>12,326,343</b>      | <b>1,180,804</b> | <b>0</b>  | <b>445,419</b>    | <b>1,626,223</b>  | <b>12,279,293</b>     | <b>10,653,069</b>  |     | <b>13%</b>   |
| <b>Operating Surplus/(Deficit) before Capi</b>  | <b>-147,892</b>        | <b>999,618</b>   | <b>0</b>  | <b>-445,419</b>   | <b>554,199</b>    | <b>-100,842</b>       | <b>-655,041</b>    |     | <b>-550%</b> |
| <b>Capital Income</b>                           |                        |                  |           |                   |                   |                       |                    |     |              |
| Capital Grants & Contributions                  | 684,050                | 139,442          | 0         | 0                 | 139,442           | 637,000               | 497,558            |     | 22%          |
| <b>Operating Surplus/(Deficit) after Capita</b> | <b>536,158</b>         | <b>1,139,059</b> | <b>0</b>  | <b>-445,419</b>   | <b>693,640</b>    | <b>536,158</b>        | <b>-157,482</b>    |     | <b>129%</b>  |
| <b>Non Cash</b>                                 |                        |                  |           |                   |                   |                       |                    |     |              |
| Depreciation & Impairment                       | 2,993,171              | 0                | 0         | 0                 | 0                 | 2,993,171             | 2,993,171          |     | 0%           |
| <b>Total Non Cash</b>                           | <b>2,993,171</b>       | <b>0</b>         | <b>0</b>  | <b>0</b>          | <b>0</b>          | <b>2,993,171</b>      | <b>0</b>           |     | <b>0%</b>    |
| <b>Investing Fund Flows</b>                     |                        |                  |           |                   |                   |                       |                    |     |              |
| Capital Works                                   | -14,194,786            | -350,657         | 0         | -1,012,842        | -1,363,499        | -14,753,618           | -13,390,119        |     | 9%           |
| Asset Sales                                     | 0                      | 0                | 0         | 0                 | 0                 | 0                     | 0                  |     | 0%           |
| <b>Total Investing Fund Flows</b>               | <b>-14,194,786</b>     | <b>-350,657</b>  | <b>0</b>  | <b>-1,012,842</b> | <b>-1,363,499</b> | <b>-14,753,618</b>    | <b>-13,390,119</b> |     | <b>9%</b>    |
| <b>Financing Fund Flows</b>                     |                        |                  |           |                   |                   |                       |                    |     |              |
| Loan Principal                                  | -432,227               | -108,868         | 0         | 0                 | -108,868          | -432,227              | -323,359           |     | 25%          |
| <b>Total Financing Fund Flows</b>               | <b>-432,227</b>        | <b>-108,868</b>  | <b>0</b>  | <b>0</b>          | <b>-108,868</b>   | <b>-432,227</b>       | <b>-323,359</b>    |     | <b>25%</b>   |
| <b>Net Inc/(Dec) in Funds before Transfers</b>  | <b>-11,097,684</b>     | <b>679,534</b>   | <b>0</b>  | <b>-1,458,261</b> | <b>-778,727</b>   | <b>-11,656,515</b>    | <b>-10,877,788</b> |     | <b>7%</b>    |
| <b>Reserve Movements</b>                        |                        |                  |           |                   |                   |                       |                    |     |              |
| Transfers to Developer Contributions            | -402,000               | -95,616          | 0         | 0                 | -95,616           | -402,000              | -306,384           |     | 24%          |
| Transfers from Internal Reserves                | 260,000                | 0                | 0         | 0                 | 0                 | 260,000               | 260,000            |     | 0%           |
| Transfers from Developer Contributions          | 2,201,365              | 0                | 0         | 0                 | 0                 | 2,201,365             | 2,201,365          |     | 0%           |
| Transfers from Other External Reserves          | 7,847,656              | 0                | 0         | 0                 | 0                 | 8,406,488             | 8,406,488          |     | 0%           |
| <b>Total Reserve Movements</b>                  | <b>9,907,021</b>       | <b>-95,616</b>   | <b>0</b>  | <b>0</b>          | <b>-95,616</b>    | <b>10,465,853</b>     | <b>10,561,469</b>  |     | <b>-1%</b>   |
| <b>Net Inc/(Dec) in Unrestricted Funds</b>      | <b>-1,190,663</b>      | <b>583,918</b>   | <b>0</b>  | <b>-1,458,261</b> | <b>-874,343</b>   | <b>-1,190,662</b>     | <b>-316,319</b>    |     | <b>73%</b>   |

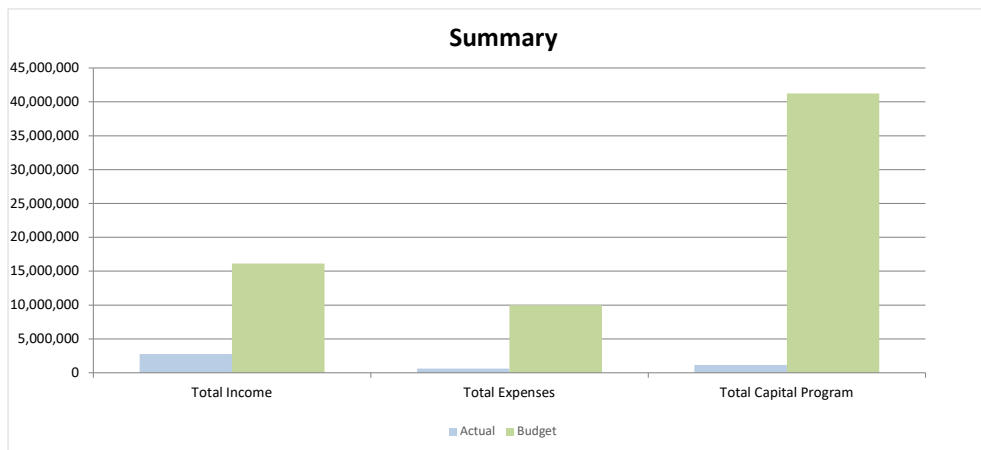




**Council Summary Report by Fund for 2023/24**  
for YTD Period Ending September

Date Report Run: 03-Oct-2023

| Description                                     | Original Budget<br>24PJOB | Actual YTD        | PJ Commit | Works Commit      | Total Actual YTD  | Current Budget<br>24PJCO | % of Time: 26%     |             |
|---|---------------------------|-------------------|-----------|-------------------|-------------------|--------------------------|--------------------|-------------|
|   |                           |                   |           |                   |                   |                          | \$ Variance        | % of Budget |
| <b>Income</b>                                   |                           |                   |           |                   |                   |                          |                    |             |
| Rates & Annual Charges                          | 10,614,022                | 2,643,217         | 0         | 0                 | 2,643,217         | 10,614,022               | 7,970,805          | 25%         |
| User Charges & Fees                             | 2,105,167                 | 476,761           | 0         | 0                 | 476,761           | 2,105,167                | 1,628,406          | 23%         |
| Interest & Investment Revenue                   | 1,120,000                 | -544,018          | 0         | 0                 | -544,018          | 1,120,000                | 1,664,018          | -49%        |
| Other Revenues                                  | 14,742                    | 21,289            | 0         | 0                 | 21,289            | 14,742                   | -6,547             | 144%        |
| <b>Total Income</b>                             | <b>13,853,931</b>         | <b>2,597,250</b>  | <b>0</b>  | <b>0</b>          | <b>2,597,250</b>  | <b>13,853,931</b>        | <b>11,256,681</b>  | <b>19%</b>  |
| <b>Expense</b>                                  |                           |                   |           |                   |                   |                          |                    |             |
| Employee costs                                  | 2,091,595                 | 337,997           | 0         | 0                 | 337,997           | 2,091,595                | 1,753,599          | 16%         |
| Materials & Contracts                           | 3,454,735                 | 281,000           | 0         | 1,891,037         | 2,172,037         | 3,454,735                | 1,282,698          | 63%         |
| Borrowing Costs                                 | 84,157                    | -16,976           | 0         | 0                 | -16,976           | 84,157                   | 101,133            | -20%        |
| Depreciation & Impairment                       | 2,274,422                 | 0                 | 0         | 0                 | 0                 | 2,274,422                | 2,274,422          | 0%          |
| Internal Expenses                               | 2,107,993                 | 0                 | 0         | 0                 | 0                 | 2,107,993                | 2,107,993          | 0%          |
| <b>Total Expense</b>                            | <b>10,012,902</b>         | <b>602,022</b>    | <b>0</b>  | <b>1,891,037</b>  | <b>2,493,059</b>  | <b>10,012,902</b>        | <b>7,519,844</b>   | <b>25%</b>  |
| <b>Operating Surplus/(Deficit) before Capi</b>  | <b>3,841,029</b>          | <b>1,995,228</b>  | <b>0</b>  | <b>-1,891,037</b> | <b>104,191</b>    | <b>3,841,029</b>         | <b>3,736,837</b>   | <b>3%</b>   |
| <b>Capital Income</b>                           |                           |                   |           |                   |                   |                          |                    |             |
| Capital Grants & Contributions                  | 12,965,452                | 157,458           | 0         | 0                 | 157,458           | 13,764,047               | 13,606,589         | 1%          |
| <b>Operating Surplus/(Deficit) after Capite</b> | <b>16,806,481</b>         | <b>2,152,687</b>  | <b>0</b>  | <b>-1,891,037</b> | <b>261,650</b>    | <b>17,605,076</b>        | <b>17,343,426</b>  | <b>1%</b>   |
| <b>Non Cash</b>                                 |                           |                   |           |                   |                   |                          |                    |             |
| Depreciation & Impairment                       | 2,274,422                 | 0                 | 0         | 0                 | 0                 | 2,274,422                | 2,274,422          | 0%          |
| <b>Total Non Cash</b>                           | <b>2,274,422</b>          | <b>0</b>          | <b>0</b>  | <b>0</b>          | <b>0</b>          | <b>2,274,422</b>         | <b>0</b>           | <b>0%</b>   |
| <b>Investing Fund Flows</b>                     |                           |                   |           |                   |                   |                          |                    |             |
| Capital Works                                   | -39,062,795               | -1,167,408        | 0         | -969,118          | -2,136,526        | -41,240,026              | -39,103,500        | 5%          |
| Asset Sales                                     | 0                         | 0                 | 0         | 0                 | 0                 | 0                        | 0                  | 0%          |
| <b>Total Investing Fund Flows</b>               | <b>-39,062,795</b>        | <b>-1,167,408</b> | <b>0</b>  | <b>-969,118</b>   | <b>-2,136,526</b> | <b>-41,240,026</b>       | <b>-39,103,500</b> | <b>5%</b>   |
| <b>Financing Fund Flows</b>                     |                           |                   |           |                   |                   |                          |                    |             |
| Loan Principal                                  | -33,609                   | -12,614           | 0         | 0                 | -12,614           | -33,609                  | -20,995            | 38%         |
| <b>Total Financing Fund Flows</b>               | <b>-33,609</b>            | <b>-12,614</b>    | <b>0</b>  | <b>0</b>          | <b>-12,614</b>    | <b>-33,609</b>           | <b>-20,995</b>     | <b>38%</b>  |
| <b>Net Inc/(Dec) in Funds before Transfers</b>  | <b>-20,015,501</b>        | <b>972,665</b>    | <b>0</b>  | <b>-2,860,155</b> | <b>-1,887,490</b> | <b>-21,394,137</b>       | <b>-19,506,646</b> | <b>9%</b>   |
| <b>Reserve Movements</b>                        |                           |                   |           |                   |                   |                          |                    |             |
| Transfers to Developer Contributions            | -530,000                  | -156,130          | 0         | 0                 | -156,130          | -530,000                 | -373,870           | 29%         |
| Transfers from Developer Contributions          | 3,428,152                 | 0                 | 0         | 0                 | 0                 | 3,892,477                | 3,892,477          | 0%          |
| Transfers from Other External Reserves          | 32,968,265                | 0                 | 0         | 0                 | 0                 | 34,178,573               | 34,178,573         | 0%          |
| <b>Total Reserve Movements</b>                  | <b>35,866,417</b>         | <b>-156,130</b>   | <b>0</b>  | <b>0</b>          | <b>-156,130</b>   | <b>37,541,050</b>        | <b>37,697,180</b>  | <b>0%</b>   |
| <b>Net Inc/(Dec) in Unrestricted Funds</b>      | <b>15,850,916</b>         | <b>816,535</b>    | <b>0</b>  | <b>-2,860,155</b> | <b>-2,043,620</b> | <b>16,146,913</b>        | <b>18,190,533</b>  | <b>-13%</b> |

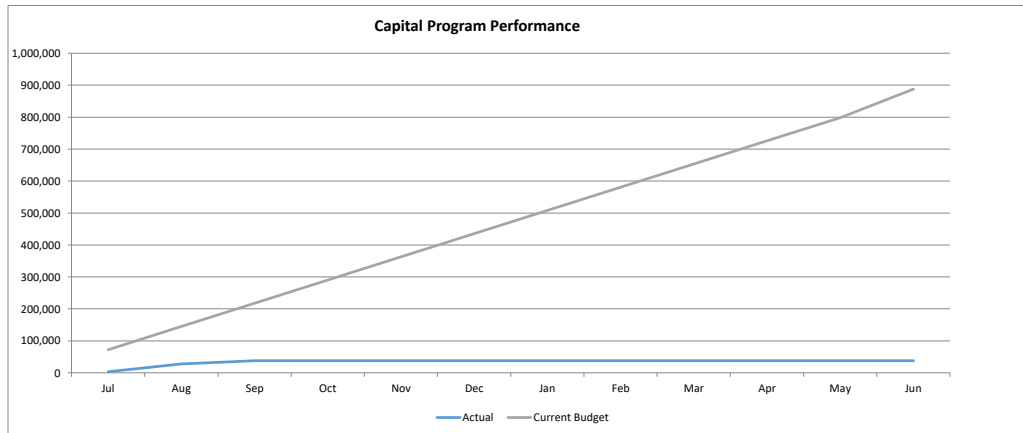




Corporate and Community Services Capital Report by Business Unit for 2023/24  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

| Description  | Renewal %    | Original Budget 24PJOB | Actual YTD    | PJ Commit | Works Commit   | Total Actual YTD | Current Budget 24PJCO | \$ Variance    | % of Time: | Status                               | Comments   |
|--|--------------|------------------------|---------------|-----------|----------------|------------------|-----------------------|----------------|------------|--------------------------------------|--|
|  |              |                        |               |           |                |                  |                       |                | 26%        |                                      |  |
| <b>140 - Innovation &amp; Technology</b>             |              |                        |               |           |                |                  |                       |                |            |                                      |  |
| IT Renewal Assets                                    | Renewal 100% | 420,000                | 23,820        | 0         | 38,386         | 62,206           | 420,000               | 357,794        | 15%        | On time, on budget                   |  |
| Contingency  | Renewal 0%   | 50,000                 | 0             | 0         | 0              | 0                | 50,000                | 50,000         | 0%         | Not due to commence                  |  |
| 56 Clinton St IT Upgrade                             | Renewal 100% | 71,000                 | 0             | 0         | 0              | 0                | 71,000                | 71,000         | 0%         | Not due to commence                  |  |
|  |              | 541,000                | 23,820        | 0         | 38,386         | 62,206           | 541,000               | 478,794        | 11%        |                                      |  |
| <b>180 - Marketing &amp; Culture</b>                 |              |                        |               |           |                |                  |                       |                |            |                                      |  |
| VIC Replacement Assets                               | Renewal 100% | 30,000                 | 0             | 0         | 0              | 0                | 30,000                | 30,000         | 0%         | Not due to commence                  |  |
| Book Resources Gbn Library                           | Renewal 100% | 125,000                | 22,750        | 0         | 97,848         | 120,598          | 125,000               | 4,402          | 96%        | On time, on budget                   | Annual resource allocation for the full financial year                                   |
| Art Gallery Acquisitions                             | Renewal 0%   | 10,000                 | 0             | 0         | 0              | 0                | 10,000                | 10,000         | 0%         | Not due to commence                  |  |
| Public Art and Street Art                            | Renewal 0%   | 25,000                 | 0             | 0         | 759            | 759              | 25,000                | 24,241         | 3%         | On time, on budget                   |  |
| Art Gallery - P&E Renewal                            | Renewal 100% | 9,000                  | 4,211         | 0         | 550            | 4,761            | 9,000                 | 4,239          | 53%        | On time, on budget                   |  |
| Museum Capital Works - Renewal                       | Renewal 100% | 15,000                 | 0             | 0         | 0              | 0                | 24,723                | 24,723         | 0%         | Not due to commence                  |  |
| Collection Conservation/Framing                      | Renewal 0%   | 5,000                  | 322           | 0         | 0              | 322              | 5,000                 | 4,678          | 6%         | On time, on budget                   |  |
| GRAG - New Gallery Development                       | Renewal 0%   | 106,956                | 5,778         | 0         | 97,887         | 103,665          | 115,056               | 11,391         | 90%        | On time, on budget                   | Grant funded project, nearing completion.  |
| St Clair Villa - Stage 2 Rising Damp                 | Renewal 100% | 294,686                | 0             | 0         | 0              | 0                | 294,686               | 294,686        | 0%         | Not due to commence                  | Tender writing underway  |
| 22-24 Rocky Hill Tower Memorial Conservation Project | Renewal 100% | 0                      | 0             | 0         | 0              | 0                | 132,250               | 132,250        | 0%         | Not due to commence                  | Early preparations underway  |
| Rocky Hill Panel Replacement - Insurance             | Renewal 0%   | 0                      | 0             | 0         | 97,855         | 97,855           | 0                     | -97,855        | 0%         | On time, on budget                   | Subject of a successful insurance claim. Funds to arrive in budget once works completed. |
| Waterworks Boiler Repairs                            | Renewal 100% | 0                      | 0             | 0         | 13,636         | 13,636           | 0                     | -13,636        | 0%         | On time, on budget                   | Emergency repairs, currently unfunded. Pending final costs to lodge insurance claim.     |
|  |              | 620,642                | 33,061        | 0         | 308,536        | 341,596          | 770,715               | 429,119        | 44%        |                                      |  |
| <b>270 - Property &amp; Community Services</b>       |              |                        |               |           |                |                  |                       |                |            |                                      |  |
| GPAC Capital Upgrades/Plant & Equipment              | Renewal 0%   | 20,000                 | 1,620         | 0         | 10,127         | 11,747           | 20,000                | 8,253          | 59%        | On time, on budget                   |  |
| Creative Capital Funding - GPAC (G)                  | Renewal 0%   | 0                      | -1,335        | 0         | 0              | -1,335           | 0                     | 1,335          | 0%         | Quarterly review, carryover required | Unexpended grant funding to be included in September QBR                                 |
|  |              | 20,000                 | 286           | 0         | 10,127         | 10,413           | 20,000                | 9,587          | 52%        |                                      |  |
| <b>Total Capital Program</b>                         |              | <b>1,181,642</b>       | <b>57,166</b> | <b>0</b>  | <b>357,049</b> | <b>414,215</b>   | <b>1,331,715</b>      | <b>917,500</b> | <b>0%</b>  |                                      |  |

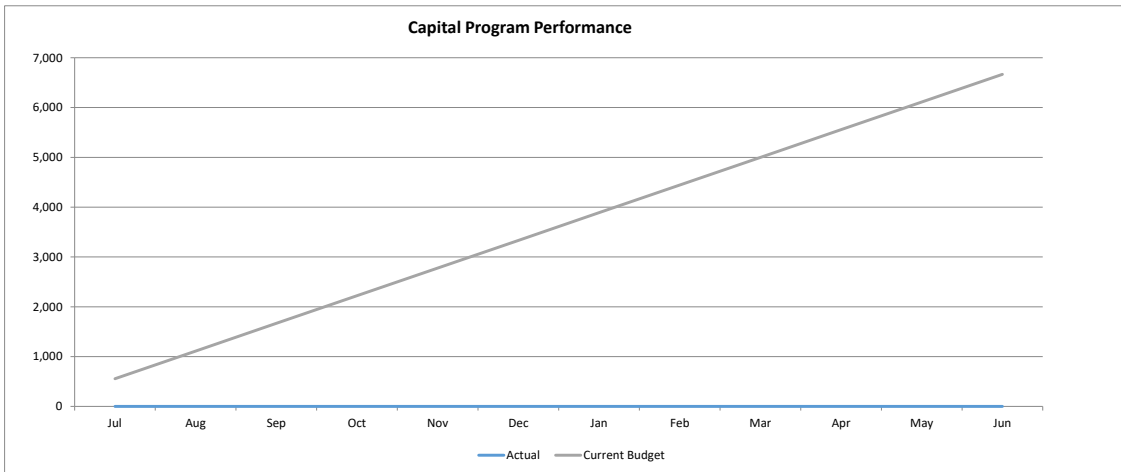




**Planning & Environment Capital Report by Business Unit for 2023/24**  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

| Description                  | Renewal %    | Original Budget<br>24PJOB | Actual YTD | PJ Commit | Works Commit | Total Actual YTD | Current Budget<br>24PJCO | \$ Variance   | % of Time: 24% |             | Status        | Comments |
|------------------------------|--------------|---------------------------|------------|-----------|--------------|------------------|--------------------------|---------------|----------------|-------------|---------------|----------|
|                              |              |                           |            |           |              |                  |                          |               | % of Budget    | % of Budget |               |          |
| 190 - Environment & Health   |              |                           |            |           |              |                  |                          |               |                |             |               |          |
| CAF Renewal Assets           | Renewal 100% | 10,000                    | 0          | 0         | 0            | 0                | 10,000                   | 10,000        |                | 0%          | Not commenced |          |
|                              |              | 10,000                    | 0          | 0         | 0            | 0                | 10,000                   | 10,000        |                | 0%          |               |          |
| <b>Total Capital Program</b> |              | <b>10,000</b>             | <b>0</b>   | <b>0</b>  | <b>0</b>     | <b>0</b>         | <b>10,000</b>            | <b>10,000</b> |                | <b>1%</b>   |               |          |





**Planning & Environment Capital Report by Business Unit for 2023/24**  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

| Description | Renewal % | Original Budget<br>24PJOB | Actual YTD | PJ Commit | Works Commit | Total Actual YTD | Current Budget<br>24PJCO | % of Time:  |             | Status | Comments |
|-------------|-----------|---------------------------|------------|-----------|--------------|------------------|--------------------------|-------------|-------------|--------|----------|
|             |           |                           |            |           |              |                  |                          | \$ Variance | % of Budget |        |          |
|             |           |                           |            |           |              |                  |                          |             | 24%         |        |          |



**Utilities Capital Report by Business Unit for 2023/24**  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

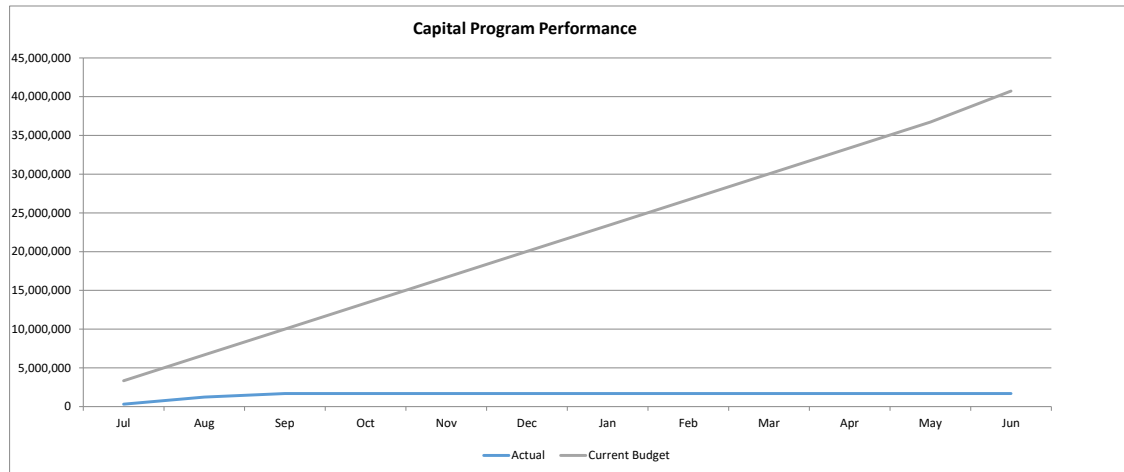
| Description  | Renewal %    | Original Budget<br>24PJOB | Actual YTD       | PJ Commit | Works Commit     | Total Actual YTD | Current Budget<br>24PJCO | \$ Variance       | % of Time: 26% |             | Status                               | Comments   |
|--|--------------|---------------------------|------------------|-----------|------------------|------------------|--------------------------|-------------------|----------------|-------------|--------------------------------------|--|
|  |              |                           |                  |           |                  |                  |                          |                   | % of Budget    | % of Budget |                                      |  |
| <b>240 - Waste Management</b>                              |              |                           |                  |           |                  |                  |                          |                   |                |             |                                      |  |
| Environmental Improvement Works Goulburn                   | Renewal 100% | 145,000                   | 415              | 0         | 21,350           | 21,765           | 181,599                  | 159,834           | 12%            | 12%         | On time, on budget                   |  |
| Environmental Improvement Works Marulan                    | Renewal 100% | 5,000                     | 0                | 0         | 0                | 0                | 174,125                  | 174,125           | 0%             | 0%          | Not commenced                        |  |
| Replacement Bins & Lifters                                 | Renewal 100% | 30,000                    | 0                | 0         | 0                | 0                | 96,000                   | 96,000            | 0%             | 0%          | Not commenced                        |  |
| Tarago WMC Improvements - Amenities CO                     | Renewal 100% | 0                         | -152             | 0         | 0                | -152             | 0                        | 152               | 0%             | 0%          | On time, on budget                   |  |
| Goulburn WMC Drilling Mud Facilities                       | Renewal 0%   | 1,830,595                 | 0                | 0         | 0                | 0                | 1,830,595                | 1,830,595         | 0%             | 0%          | Deferred                             |  |
| Goulburn WMC Improvements - New                            | Renewal 0%   | 0                         | 1,036,780        | 0         | 3,045,563        | 4,082,342        | 2,768,380                | -1,313,962        | 147%           | 147%        | Quarterly review, carryover required |  |
| Commercial Waste Tubs - Renew                              | Renewal 100% | 35,000                    | 0                | 0         | 0                | 0                | 35,000                   | 35,000            | 0%             | 0%          | Not commenced                        |  |
| Commercial Waste Tubs - New                                | Renewal 0%   | 5,000                     | 0                | 0         | 0                | 0                | 5,000                    | 5,000             | 0%             | 0%          | Not commenced                        |  |
| Tarago WMC Improvements                                    | Renewal 100% | 5,000                     | 0                | 0         | 0                | 0                | 5,000                    | 5,000             | 0%             | 0%          | On time, on budget                   |  |
|  |              | <b>2,055,595</b>          | <b>1,037,043</b> | <b>0</b>  | <b>3,066,913</b> | <b>4,103,956</b> | <b>5,095,699</b>         | <b>991,743</b>    | <b>81%</b>     | <b>81%</b>  |                                      |  |
| <b>250 - Water Services</b>                                |              |                           |                  |           |                  |                  |                          |                   |                |             |                                      |  |
| Goulburn WTP Raw Water Augmentation                        | Renewal 0%   | 5,627,130                 | 11,458           | 0         | 69,783           | 81,241           | 5,627,130                | 5,545,889         | 1%             | 1%          | On time, on budget                   |  |
| Goulburn Reticulation Renewal                              | Renewal 100% | 1,000,000                 | 201,808          | 0         | 798,192          | 1,000,000        | 1,000,000                | 0                 | 100%           | 100%        | On time, on budget                   |  |
| Water Connections - Private Works                          | Renewal 100% | 235,000                   | 16,709           | 0         | 1,209            | 17,918           | 235,000                  | 217,082           | 8%             | 8%          | On time, on budget                   |  |
| Water Meter Replacement                                    | Renewal 100% | 60,000                    | 27,657           | 0         | 0                | 27,657           | 60,000                   | 32,343            | 46%            | 46%         | On time, on budget                   |  |
| Marulan WTP Renewal  | Renewal 100% | 5,247,656                 | 77,114           | 0         | 138,670          | 215,784          | 5,438,501                | 5,222,717         | 4%             | 4%          | On time, on budget                   |  |
| Marulan PS Pontoon Design & Replacement/Sandbasing of Bank | Renewal 100% | 0                         | 0                | 0         | 0                | 0                | 339,734                  | 339,734           | 0%             | 0%          | On time, on budget                   |  |
| Bradfordville Main Relocation                              | Renewal 100% | 1,000,000                 | 0                | 0         | 0                | 0                | 1,000,000                | 1,000,000         | 0%             | 0%          | Not Commenced                        |  |
| Lab Equipment Renewal                                      | Renewal 100% | 20,000                    | 3,317            | 0         | 0                | 3,317            | 20,000                   | 16,683            | 17%            | 17%         | On time, on budget                   |  |
| Water Treatment Security                                   | Renewal 100% | 0                         | 0                | 0         | 0                | 0                | 28,253                   | 28,253            | 0%             | 0%          | On time, on budget                   |  |
| Asset Renewals - Goulburn Water Treatment Plant            | Renewal 100% | 130,000                   | 0                | 0         | 0                | 0                | 130,000                  | 130,000           | 0%             | 0%          | On time, on budget                   | Standing project number for any urgent replacement of assets |
| Asset Renewals - Marulan Water Treatment Plant             | Renewal 100% | 10,000                    | 0                | 0         | 0                | 0                | 10,000                   | 10,000            | 0%             | 0%          | On time, on budget                   | Standing project number for any urgent replacement of assets |
| Goulburn WTP Clarifiers Rehabilitation                     | Renewal 100% | 350,000                   | 0                | 0         | 0                | 0                | 350,000                  | 350,000           | 0%             | 0%          | On time, on budget                   |  |
| Rossi - Sooley Pipeline Valves                             | Renewal 100% | 385,000                   | 0                | 0         | 0                | 0                | 385,000                  | 385,000           | 0%             | 0%          | On time, on budget                   |  |
| Treated Water Chlorine Analysis                            | Renewal 0%   | 100,000                   | 0                | 0         | 0                | 0                | 100,000                  | 100,000           | 0%             | 0%          | On time, on budget                   |  |
| Water Distribution Plant & Equipment                       | Renewal 0%   | 30,000                    | 7,939            | 0         | 9,356            | 17,295           | 30,000                   | 12,705            | 58%            | 58%         | On time, on budget                   |  |
|  |              | <b>14,194,786</b>         | <b>346,003</b>   | <b>0</b>  | <b>1,017,210</b> | <b>1,363,212</b> | <b>14,753,618</b>        | <b>13,390,406</b> | <b>9%</b>      | <b>9%</b>   |                                      |  |
| <b>260 - Waste Water Services</b>                          |              |                           |                  |           |                  |                  |                          |                   |                |             |                                      |  |
| Marulan Pump Station Improvements                          | Renewal 100% | 937,446                   | 362,098          | 0         | 262,364          | 624,462          | 704,168                  | 79,706            | 89%            | 89%         | On time, on budget                   |  |
| Goulburn Mains Rehabilitation                              | Renewal 100% | 1,000,000                 | 205,181          | 0         | 485,709          | 690,891          | 1,000,000                | 309,109           | 69%            | 69%         | On time, on budget                   |  |
| Sewer Connections - Private Works                          | Renewal 100% | 90,000                    | 0                | 0         | 909              | 909              | 90,000                   | 89,091            | 1%             | 1%          | On time, on budget                   |  |
| Marulan WWTP - Renewal                                     | Renewal 100% | 16,954,147                | 48,680           | 0         | 22,648           | 71,328           | 17,133,800               | 17,062,472        | 0%             | 0%          | On time, on budget                   |  |
| STWRIS Stage 2 Reuse Irrigation Scheme (G)                 | Renewal 0%   | 0                         | 251,073          | 0         | 35,233           | 286,306          | 253,031                  | -33,275           | 113%           | 113%        | On time, expected to be overspent    | Quarterly review required.                                   |
| Nth Gbn PS Rising Main-Capacity & Storage                  | Renewal 100% | 200,000                   | 0                | 0         | 0                | 0                | 491,201                  | 491,201           | 0%             | 0%          | Not Commenced                        |  |
| SN Growing Local Economies Common St (G)                   | Renewal 0%   | 0                         | 283,953          | 0         | 15,876           | 299,829          | 775,510                  | 475,681           | 39%            | 39%         | On time, on budget                   |  |
| Rec Area Sewer Pump Station Construction                   | Renewal 100% | 0                         | 0                | 0         | 17,595           | 17,595           | 182,077                  | 164,482           | 10%            | 10%         | On time, on budget                   |  |
| Sewer Distribution Plant & Equipment                       | Renewal 0%   | 10,000                    | 0                | 0         | 0                | 0                | 10,000                   | 10,000            | 0%             | 0%          | On time, on budget                   |  |
| May St SPS Upgrade   | Renewal 100% | 700,000                   | 0                | 0         | 0                | 0                | 795,370                  | 795,370           | 0%             | 0%          | On time, on budget                   |  |
| MIn CED Decommission Project                               | Renewal 100% | 3,000,000                 | 0                | 0         | 0                | 0                | 3,000,000                | 3,000,000         | 0%             | 0%          | On time, on budget                   |  |
| Goulburn WWTP Security                                     | Renewal 0%   | 0                         | 0                | 0         | 0                | 0                | 43,076                   | 43,076            | 0%             | 0%          | On time, on budget                   |  |
| WWTP Lab Equipment   | Renewal 100% | 20,000                    | 0                | 0         | 0                | 0                | 20,000                   | 20,000            | 0%             | 0%          | On time, on budget                   |  |
| Dewatering Processing Equipment Goulburn                   | Renewal 0%   | 690,000                   | 0                | 0         | 0                | 0                | 690,000                  | 690,000           | 0%             | 0%          | On time, on budget                   | As part of upgrade of Goulburn WWTP Stage 2                  |
| Asset Renewals - Goulburn Sewer Pump Stations              | Renewal 100% | 25,000                    | 0                | 0         | 0                | 0                | 25,000                   | 25,000            | 0%             | 0%          | On time, on budget                   | Standing project number for any urgent replacement of assets |
| Asset Renewals - Marulan Sewer Pump Stations               | Renewal 100% | 20,000                    | 0                | 0         | 0                | 0                | 20,000                   | 20,000            | 0%             | 0%          | On time, on budget                   | Standing project number for any urgent replacement of assets |
| Kenmore Hospital PS Power                                  | Renewal 0%   | 0                         | 0                | 0         | 0                | 0                | 190,591                  | 190,591           | 0%             | 0%          | On time, on budget                   |  |
| Asset Renewals - Goulburn Waste Water Treatment Plant      | Renewal 100% | 125,000                   | 0                | 0         | 0                | 0                | 125,000                  | 125,000           | 0%             | 0%          | On time, on budget                   | Standing project number for any urgent replacement of assets |



**Utilities Capital Report by Business Unit for 2023/24**  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

| Description  | Renewal %    | Original Budget<br>24PJOB | Actual YTD       | PJ Commit | Works Commit     | Total Actual YTD | Current Budget<br>24PJCO | \$ Variance       | % of Time: 26% |             | Status             | Comments   |
|--|--------------|---------------------------|------------------|-----------|------------------|------------------|--------------------------|-------------------|----------------|-------------|--------------------|--|
|  |              |                           |                  |           |                  |                  |                          |                   | % of Budget    | % of Budget |                    |  |
| Asset Renewals - Marulan Waste Water Treatment Plant | Renewal 100% | 25,000                    | 0                | 0         | 0                | 0                | 25,000                   | 25,000            | 0%             | 0%          | On time, on budget | Standing project number for any urgent replacement of assets |
| The Avenue Repair Works                              | Renewal 0%   | 450,502                   | 0                | 0         | 0                | 0                | 450,502                  | 450,502           | 0%             | 0%          | On time, on budget |  |
| Goulburn WWTP Extension                              | Renewal 0%   | 14,815,700                | 0                | 0         | 133,089          | 133,089          | 15,215,700               | 15,082,611        | 1%             | 1%          | On time, on budget |  |
|  |              | 39,062,795                | 1,150,985        | 0         | 973,423          | 2,124,408        | 41,240,026               | 39,115,618        | 5%             | 5%          |                    |  |
| <b>Total Capital Program</b>                         |              | <b>55,313,176</b>         | <b>2,534,031</b> | <b>0</b>  | <b>5,057,545</b> | <b>7,591,576</b> | <b>61,089,343</b>        | <b>53,497,767</b> | <b>0%</b>      | <b>0%</b>   |                    |  |







**Operations Capital Report by Business Unit for 2023/24**  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

| Description   | Renewal %    | Original Budget<br>24PJOB | Actual YTD | PJ Commit | Works Commit | Total Actual YTD | Current Budget<br>24PJCO | % of Time: 26% |             | Status                               | Comments   |
|---|--------------|---------------------------|------------|-----------|--------------|------------------|--------------------------|----------------|-------------|--------------------------------------|--|
|   |              |                           |            |           |              |                  |                          | \$ Variance    | % of Budget |                                      |  |
| <b>200 - Projects</b>                                 |              |                           |            |           |              |                  |                          |                |             |                                      |  |
| 18-22 North Gbn Employment Precinct and Roundabout1   | Renewal 0%   | 4,462,971                 | 1,093,704  | 0         | 3,480,642    | 4,574,346        | 4,462,971                | -111,375       | 102%        | Late, expected to be overspent       | Awaiting arrival of Substation - currently in Sydney.              |
| Towrang Road Bridge Replacement                       | Renewal 100% | 0                         | 500        | 0         | 0            | 500              | 69,434                   | 68,934         | 1%          | Completed                            | Finalisation Stage   |
| Hockey Redevelopment - New Amenities (G)              | Renewal 0%   | 400,000                   | 561,875    | 0         | 663,305      | 1,225,179        | 400,000                  | -825,179       | 306%        | Quarterly review, carryover required | To be completed in Q2  |
| Hockey Redevelopment - Existing Amenities Refurb (G)  | Renewal 100% | 200,000                   | 131,210    | 0         | 95,701       | 226,911          | 200,000                  | -26,911        | 113%        | Quarterly review, carryover required | Occupancy Certificate Issued.                                      |
| Wollondilly Walking Track - Cemetery St (G)           | Renewal 0%   | 650,000                   | 361,301    | 0         | 342,836      | 704,138          | 742,748                  | 38,610         | 95%         | On time, on budget                   | River crossing structure complete.                                 |
| RHL Mogo Road - HI Quality S94                        | Renewal 100% | 0                         | 7,704      | 0         | 350,312      | 358,017          | 104,231                  | -253,786       | 343%        | Completed                            |  |
| Shared Path - Mulwaree High to Middle Arm (G)         | Renewal 0%   | 0                         | 32,700     | 0         | 0            | 32,700           | 10,421                   | -22,279        | 314%        | Completed                            | Land acquisition complete.   |
| Upgrade Zebra Crossing - Fitzroy St (G)               | Renewal 0%   | 0                         | 2,140      | 0         | 0            | 2,140            | 0                        | -2,140         | 0%          | Completed                            |  |
| Bradfordville School Footpaths (G)                    | Renewal 0%   | 0                         | 2,675      | 0         | 0            | 2,675            | 0                        | -2,675         | 0%          | Completed                            |  |
| Kinghorne/Albert Roundabout - Blackspot (G)           | Renewal 50%  | 520,339                   | 2,655      | 0         | 506,905      | 509,559          | 562,542                  | 52,983         | 91%         | Late, expected to be on budget       | Construction underway. Gas relocation may cause delays.            |
| Jerrara Road Upgrade - Blackspot (G)                  | Renewal 50%  | 0                         | 1,413      | 0         | 6,224        | 7,636            | 0                        | -7,636         | 0%          | Quarterly review, carryover required |  |
| Deccan Street Rehabilitation - FLR (G)                | Renewal 100% | 329,818                   | 16,362     | 0         | 0            | 16,362           | 329,818                  | 313,456        | 5%          | Not due to commence                  | Proposed scope change.   |
| BLER - Tallong Village Project - Capital              | Renewal 0%   | 0                         | 2,216      | 0         | 0            | 2,216            | 0                        | -2,216         | 0%          | Quarterly review, carryover required |  |
| BLER - Tarago Village Projects - Capital              | Renewal 0%   | 0                         | 587        | 0         | 0            | 587              | 0                        | -587           | 0%          | Quarterly review, carryover required |  |
| Mayfield Road Bridge Replacement                      | Renewal 100% | 2,138,000                 | 1,079      | 0         | 3,585        | 4,664            | 2,138,000                | 2,133,336      | 0%          | On time, on budget                   |  |
| North Park Pavillion - LRCI/RSFF (G)                  | Renewal 0%   | 0                         | 63,898     | 0         | 0            | 63,898           | 0                        | -63,898        | 0%          | Quarterly review, carryover required |  |
| Carr Confoy Netball Court Resurfacing - SCCF (G)      | Renewal 100% | 699,998                   | 8,057      | 0         | 0            | 8,057            | 692,214                  | 684,157        | 1%          | Not due to commence                  | Recommendation to Council at in September meeting. Award Contract. |
| Bradley Street Drainage Upgrade Works                 | Renewal 100% | 1,240,000                 | 522,793    | 0         | 0            | 522,793          | 1,162,519                | 639,726        | 45%         | On time, on budget                   |  |
| Bourke St Wombat Crossing (G)                         | Renewal 0%   | 0                         | 24,269     | 0         | 0            | 24,269           | 0                        | -24,269        | 0%          | Completed                            |  |
| Playground - Tony Onions Park - Everyone Can Play (G) | Renewal 10%  | 0                         | 14,232     | 0         | 0            | 14,232           | 15,683                   | 1,451          | 91%         | Completed                            |  |
| Cullulla Road Causeway Renewal S 94                   | Renewal 100% | 0                         | 19,519     | 0         | 0            | 19,519           | 0                        | -19,519        | 0%          | Quarterly review, carryover required |  |
| BMX Track Upgrade                                     | Renewal 100% | 0                         | 101,902    | 0         | 6,000        | 107,902          | 101,452                  | -6,450         | 106%        | Completed                            |  |
| Carr Confoy Pavillion (G)                             | Renewal 50%  | 7,350,854                 | 30,972     | 0         | 68,077       | 99,049           | 7,368,009                | 7,268,960      | 1%          | On time, on budget                   | Request for Tender released.                                       |
| 21-22 Jerrara-Oallen Ford Road Rehabilitation         | Renewal 100% | 0                         | 10,865     | 0         | 12,053       | 22,918           | 518,563                  | 495,645        | 4%          | Completed                            |  |
| Streets as shared spaces                              | Renewal 0%   | 0                         | 27,320     | 0         | 0            | 27,320           | 0                        | -27,320        | 0%          | Quarterly review, carryover required |  |
| Riverside Park Pump Track Project                     | Renewal 0%   | 0                         | 21,554     | 0         | 22,526       | 44,080           | 46,414                   | 2,334          | 95%         | On time, on budget                   | Pump track completed, Investigate additional path way.             |
| GMC Emergency Operations Centre                       | Renewal 0%   | 489,320                   | 30,676     | 0         | 26,020       | 56,696           | 489,320                  | 432,624        | 12%         | Late, expected to be overspent       | Tenders rejected, negotiations undertaken.                         |
| Goulburn Waterworks - Access Inclusion RTAF           | Renewal 50%  | 0                         | 0          | 0         | 0            | 0                | 0                        | 0              | 0%          | Completed                            | Finalising grant fund reporting                                    |
| Riverside Park Amenities & Park Infrastructure        | Renewal 100% | 139,575                   | 29,313     | 0         | 6,327        | 35,640           | 71,565                   | 35,925         | 50%         | Completed                            |  |
| Carr Confoy Netball Courts Lighting Upgrade           | Renewal 100% | 286,800                   | 0          | 0         | 0            | 0                | 286,800                  | 286,800        | 0%          | Not due to commence                  | Award Contract.  |
| 22/23 Marulan Soccer Fields Lighting/Drainage Upgrade | Renewal 100% | 423,852                   | 2,738      | 0         | 0            | 2,738            | 423,852                  | 421,114        | 1%          | Not due to commence                  |  |
| 22/23 Eastgrove Shared Pathway                        | Renewal 100% | 2,015,000                 | 542        | 0         | 0            | 542              | 2,050,442                | 2,049,900      | 0%          | On time, on budget                   |  |
| 22/23 Prell Oval Amenities Block                      | Renewal 100% | 219,776                   | 570        | 0         | 217,089      | 217,659          | 219,776                  | 2,117          | 99%         | On time, on budget                   | Toilet block order placed  |
| South Goulburn Shared Pathway                         | Renewal 80%  | 2,756,900                 | 0          | 0         | 0            | 0                | 2,756,900                | 2,756,900      | 0%          | On time, on budget                   |  |
| Range Rd Causeway                                     | Renewal 100% | 636,714                   | 0          | 0         | 0            | 0                | 0                        | 0              | 0%          | On time, on budget                   | In design phase  |
| 23/24 Range Rd Causeway Replacement                   | Renewal 100% | 0                         | 16,270     | 0         | 6,003        | 22,273           | 636,714                  | 614,441        | 3%          | Completed                            | Dupication of project codes (190454)                               |
| Future Grant Funded Projects - Project Management     | Renewal 0%   | 1,000,000                 | 0          | 0         | 0            | 0                | 1,000,000                | 1,000,000      | 0%          | Not due to commence                  |  |
| Tarago Village Projects (Veolia Host Fee)             | Renewal 100% | 150,000                   | 0          | 0         | 0            | 0                | 150,000                  | 150,000        | 0%          | Not due to commence                  |  |
|   |              | 26,109,917                | 3,143,613  | 0         | 5,813,606    | 8,957,219        | 27,010,388               | 18,053,169     | 33%         |                                      |  |
| <b>210 - Operations</b>                               |              |                           |            |           |              |                  |                          |                |             |                                      |  |
| Gravel Resheeting                                     | Renewal 100% | 500,000                   | 303,650    | 0         | 194,035      | 497,686          | 644,775                  | 147,089        | 77%         | On time, on budget                   |  |
| Guardrails - Sealed Rural - Local                     | Renewal 100% | 160,000                   | 0          | 0         | 0            | 0                | 160,000                  | 160,000        | 0%          | Not due to commence                  |  |
| RHL Collector Rd - Veolia Sec94                       | Renewal 100% | 300,000                   | 14,003     | 0         | 0            | 14,003           | 300,000                  | 285,997        | 5%          | Quarterly review, carryover required |  |
| Rural Resealing                                       | Renewal 100% | 157,584                   | 884        | 0         | 294,077      | 294,962          | 157,584                  | -137,377       | 187%        | Not due to commence                  |  |
| Urban Resealing                                       | Renewal 100% | 430,000                   | 0          | 0         | 44,057       | 44,057           | 430,000                  | 385,943        | 10%         | Not due to commence                  |  |



Operations Capital Report by Business Unit for 2023/24  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

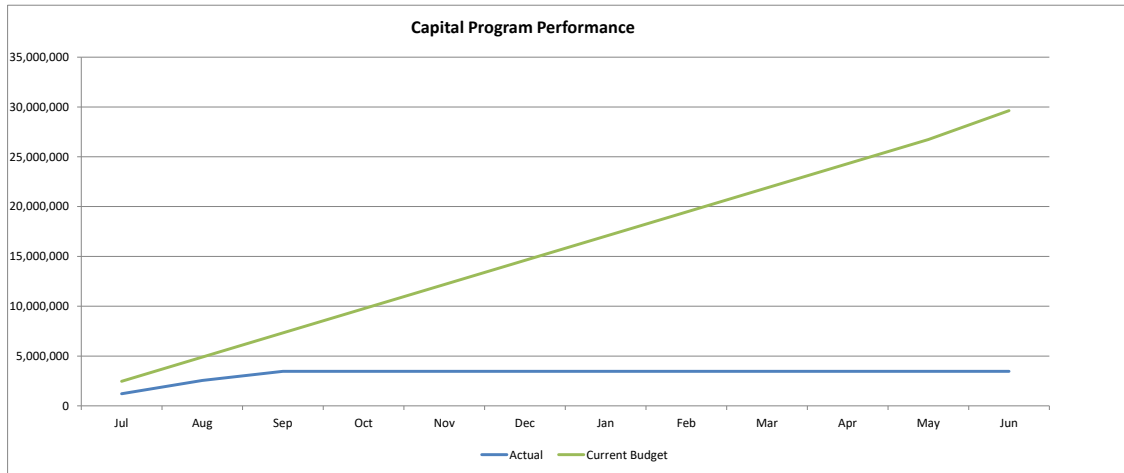
| Description  | Renewal %    | Original Budget<br>24PJOB | Actual YTD       | PJ Commit | Works Commit     | Total Actual YTD | Current Budget<br>24PJCO | \$ Variance      | % of Time: 26% |  | Status                               | Comments  |
|--|--------------|---------------------------|------------------|-----------|------------------|------------------|--------------------------|------------------|----------------|--|--------------------------------------|---|
|  |              |                           |                  |           |                  |                  |                          |                  | % of Budget    |  |                                      |   |
| St Lighting and Traffic facilities                       | Renewal 0%   | 25,000                    | 1,086            | 0         | 0                | 1,086            | 25,000                   | 23,914           | 4%             |  | On time, on budget                   |   |
| Light Fleet Replacements                                 | Renewal 0%   | 720,626                   | 293,894          | 0         | 294,323          | 588,217          | 720,626                  | 132,409          | 82%            |  | On time, on budget                   |   |
| Minor Plant Replacements                                 | Renewal 0%   | 79,498                    | 12,400           | 0         | 0                | 12,400           | 79,498                   | 67,098           | 16%            |  | On time, on budget                   |   |
| Heavy Fleet Replacements                                 | Renewal 0%   | 4,695,901                 | 0                | 0         | 1,354,139        | 1,354,139        | 4,695,901                | 3,341,762        | 29%            |  | On time, on budget                   |   |
| Footpath Replacement                                     | Renewal 100% | 150,000                   | 0                | 0         | 0                | 0                | 229,479                  | 229,479          | 0%             |  | Not due to commence                  |   |
| REGIONAL ROAD BLOCK GRANT - Future years (G)             | Renewal 100% | 425,000                   | 0                | 0         | 0                | 0                | 425,000                  | 425,000          | 0%             |  | Not due to commence                  |   |
| Hetherington St Depot Workshop Renewal                   | Renewal 100% | 0                         | 0                | 0         | 35,196           | 35,196           | 0                        | -35,196          | 0%             |  | Not due to commence                  |   |
| Bus Shelters - New                                       | Renewal 0%   | 25,000                    | 0                | 0         | 0                | 0                | 25,000                   | 25,000           | 0%             |  | Not due to commence                  |   |
| Urban Road Rehabilitation                                | Renewal 100% | 0                         | 0                | 0         | 9,240            | 9,240            | 0                        | -9,240           | 0%             |  | Not due to commence                  |   |
| Gravel Pit Rehab/Improvements                            | Renewal 50%  | 20,000                    | 4,224            | 0         | 293              | 4,516            | 20,000                   | 15,484           | 23%            |  | On time, on budget                   |   |
| Kerb & Gutter Replacement                                | Renewal 100% | 150,000                   | 873              | 0         | 3,648            | 4,521            | 159,103                  | 154,582          | 3%             |  | On time, on budget                   |   |
| Drainage General Rural                                   | Renewal 0%   | 0                         | 0                | 0         | 0                | 0                | 94,908                   | 94,908           | 0%             |  | Not due to commence                  |   |
| SRP Auburn St Pedestrian Safety (G)                      | Renewal 0%   | 0                         | 17,422           | 0         | 20,872           | 38,294           | 0                        | -38,294          | 0%             |  | Quarterly review, carryover required | Cushions installed at Bourke St roundabout.                         |
| Windellama Road - Fixing Local Rds (G)                   | Renewal 90%  | 0                         | 67,553           | 0         | 122,682          | 190,235          | 0                        | -190,235         | 0%             |  | Quarterly review, carryover required | Works commenced on Stage 5, section 1, site establishment underway. |
| Village Footpaths - LRCI3 (G)                            | Renewal 0%   | 0                         | 92,803           | 0         | 113,492          | 206,294          | 0                        | -206,294         | 0%             |  | Quarterly review, carryover required |   |
| Middle Arm Road Rehabilitation 22/23                     | Renewal 100% | 0                         | 0                | 0         | 0                | 0                | 159,976                  | 159,976          | 0%             |  | Quarterly review, carryover required |   |
| Highland Way - RRBG/RRRP 22/23                           | Renewal 100% | 0                         | 4,972            | 0         | 36,864           | 41,836           | 0                        | -41,836          | 0%             |  | On time, on budget                   |   |
| Garroorigang Stormwater Improvements                     | Renewal 100% | 0                         | 220,699          | 0         | 0                | 220,699          | 227,780                  | 7,081            | 97%            |  | Completed                            |   |
| Urban Stormwater Drainage Upgrade                        | Renewal 50%  | 0                         | 27,721           | 0         | 33,474           | 61,195           | 0                        | -61,195          | 0%             |  | Quarterly review, carryover required |   |
| Recreation Area Drainage Improvements                    | Renewal 10%  | 0                         | 2,420            | 0         | 307              | 2,727            | 0                        | -2,727           | 0%             |  | On time, on budget                   |   |
| Run-o-Waters Second Access                               | Renewal 0%   | 2,000,000                 | 0                | 0         | 0                | 0                | 2,000,000                | 2,000,000        | 0%             |  | Not due to commence                  |   |
| Currawang Road Rehab                                     | Renewal 100% | 0                         | 1,376            | 0         | 19,984           | 21,360           | 154,098                  | 132,738          | 14%            |  | On time, on budget                   |   |
| FLR Windellama Rd Rehabilitation Stage 5                 | Renewal 100% | 4,159,500                 | 86,453           | 0         | 8,700            | 95,153           | 4,159,500                | 4,064,347        | 2%             |  | On time, on budget                   |   |
| 22/23 CBD/ South Goulburn Connection Pathway             | Renewal 0%   | 0                         | 262              | 0         | 0                | 262              | 0                        | -262             | 0%             |  | On time, on budget                   |   |
| Urban Road Rehabilitation - LRCI4                        | Renewal 100% | 273,442                   | 0                | 0         | 0                | 0                | 273,442                  | 273,442          | 0%             |  | Not due to commence                  |   |
| Rural Roads Rehabilitation - LRCI4                       | Renewal 100% | 345,000                   | 0                | 0         | 0                | 0                | 345,000                  | 345,000          | 0%             |  | Not due to commence                  |   |
| 23/24 West Goulburn Freight Route-Clinton Street Upgrade | Renewal 10%  | 0                         | 28,733           | 0         | 0                | 28,733           | 0                        | -28,733          | 0%             |  | Quarterly review, carryover required | Intersection treatment option analysis underway.                    |
| 22/23 Goulburn Mulwaree Pothole Repairs & Heavy Patching | Renewal 40%  | 0                         | 750,755          | 0         | 1,491,913        | 2,242,668        | 0                        | -2,242,668       | 0%             |  | Quarterly review, carryover required |   |
| <b>220 - Community Facilities</b>                        |              | <b>14,616,551</b>         | <b>1,932,183</b> | <b>0</b>  | <b>4,077,297</b> | <b>6,009,479</b> | <b>15,486,670</b>        | <b>9,477,191</b> | <b>39%</b>     |  |                                      |   |
| Outdoor/Indoor Ancillary Area Renewals                   | Renewal 100% | 20,000                    | 0                | 0         | 12,800           | 12,800           | 20,000                   | 7,200            | 64%            |  | Not due to commence                  |   |
| Plant & Equipment - Aquatic Centre                       | Renewal 100% | 20,000                    | 9,563            | 0         | 22,313           | 31,875           | 26,475                   | -5,400           | 120%           |  | On time, on budget                   | Reactive project, expenditure occurs as required                    |
| Recreation Area Improvements                             | Renewal 100% | 25,000                    | 0                | 0         | 15,017           | 15,017           | 25,000                   | 9,983            | 60%            |  | Not due to commence                  |   |
| Belmore Park Improvements                                | Renewal 100% | 69,750                    | 6,530            | 0         | 0                | 6,530            | 69,750                   | 63,220           | 9%             |  | On time, on budget                   | Reactive project, expenditure occurs as required                    |
| CBD Asset Renewals                                       | Renewal 100% | 33,823                    | 0                | 0         | 0                | 0                | 33,823                   | 33,823           | 0%             |  | Not due to commence                  |   |
| Memorial Gardens Beams                                   | Renewal 0%   | 25,000                    | 0                | 0         | 0                | 0                | 25,000                   | 25,000           | 0%             |  | Not due to commence                  |   |
| Building Asset Replacement                               | Renewal 100% | 70,000                    | 15,403           | 0         | 3,102            | 18,506           | 70,000                   | 51,494           | 26%            |  | On time, on budget                   | Reactive project, expenditure occurs as required                    |
| Civic Centre Furniture & Fittings                        | Renewal 100% | 30,000                    | 9,911            | 0         | 0                | 9,911            | 30,000                   | 20,089           | 33%            |  | On time, on budget                   | Reactive project, expenditure occurs as required                    |
| Other Parks/Reserves Replacements                        | Renewal 100% | 20,000                    | 0                | 0         | 0                | 0                | 20,000                   | 20,000           | 0%             |  | Not due to commence                  |   |
| City Wide Creek Bed Improvements                         | Renewal 100% | 40,000                    | 48               | 0         | 0                | 48               | 40,000                   | 39,952           | 0%             |  | Not due to commence                  |   |
| Civic Centre Renewal - Air Conditioner                   | Renewal 100% | 140,000                   | 3,200            | 0         | 0                | 3,200            | 140,000                  | 136,800          | 2%             |  | On time, on budget                   |   |
| City Entrances   | Renewal 100% | 20,000                    | 0                | 0         | 0                | 0                | 20,000                   | 20,000           | 0%             |  | On time, on budget                   |   |
| Active Recreation Facilities Renewal Future Years        | Renewal 100% | 50,000                    | 0                | 0         | 13,636           | 13,636           | 58,472                   | 44,836           | 23%            |  | On time, on budget                   | Reactive project, expenditure occurs as required                    |
| Hetherington Street Depot Improvements                   | Renewal 100% | 100,000                   | 0                | 0         | 0                | 0                | 100,000                  | 100,000          | 0%             |  | Not due to commence                  |   |
| Copford Reach Improvements                               | Renewal 0%   | 200,650                   | 2,325            | 0         | 72,165           | 74,490           | 198,200                  | 123,710          | 38%            |  | On time, on budget                   |   |
| Cemetery Signage Upgrades                                | Renewal 0%   | 10,000                    | 0                | 0         | 9,036            | 9,036            | 10,000                   | 964              | 90%            |  | Not due to commence                  |   |
| Marulan Pre-School Asbestos Removal                      | Renewal 100% | 49,050                    | 0                | 0         | 0                | 0                | 49,050                   | 49,050           | 0%             |  | Not due to commence                  |   |
| Wollondilly River Rejuvenation Project                   | Renewal 50%  | 0                         | 30,725           | 0         | 31,093           | 61,818           | 0                        | -61,818          | 0%             |  | Quarterly review, carryover required | Works commenced.  |



**Operations Capital Report by Business Unit for 2023/24**  
for YTD Period Ending September

Date Report Run: 27-Sep-2023

| Description   | Renewal %    | Original Budget<br>24PJOB | Actual YTD       | PJ Commit | Works Commit      | Total Actual YTD  | Current Budget<br>24PJCO | \$ Variance       | % of Time: 26% |             | Status                               | Comments  |
|---|--------------|---------------------------|------------------|-----------|-------------------|-------------------|--------------------------|-------------------|----------------|-------------|--------------------------------------|---|
|   |              |                           |                  |           |                   |                   |                          |                   | % of Budget    | % of Budget |                                      |   |
| Bladwell Park Infrastructure Upgrade                | Renewal 100% | 290,300                   | 9,997            | 0         | 0                 | 9,997             | 290,300                  | 280,303           | 3%             | 3%          | Not due to commence                  | RFQ closed, tender evaluation in progress.                  |
| Japanese Garden Enhancement Stage 2                 | Renewal 50%  | 700,000                   | 31,708           | 0         | 32,993            | 64,701            | 717,129                  | 652,428           | 9%             | 9%          | Not due to commence                  | Reviewing construction methodology                          |
| Carr Confoy Cricket Patches & Practice Fac Refurb   | Renewal 100% | 0                         | 1,755            | 0         | 37,520            | 39,275            | 0                        | -39,275           | 0%             | 0%          | Quarterly review, carryover required | Physical works complete. Awaiting invoices to be processed. |
| Gbn Mul High Blackberry Eradication - Equipment Cap | Renewal 0%   | 0                         | 0                | 0         | 52,808            | 52,808            | 0                        | -52,808           | 0%             | 0%          | Completed                            | Finalising grant reporting                                  |
| <b>230 - Asset &amp; Design</b>                     |              | <b>1,913,573</b>          | <b>121,164</b>   | <b>0</b>  | <b>302,484</b>    | <b>423,648</b>    | <b>1,943,199</b>         | <b>1,519,551</b>  | <b>22%</b>     | <b>22%</b>  |                                      |   |
| Survey Equipment                                    | Renewal 100% | 10,000                    | 175              | 0         | 4,310             | 4,485             | 10,000                   | 5,515             | 45%            | 45%         | On time, on budget                   |   |
|   |              | <b>10,000</b>             | <b>175</b>       | <b>0</b>  | <b>4,310</b>      | <b>4,485</b>      | <b>10,000</b>            | <b>5,515</b>      | <b>45%</b>     | <b>45%</b>  |                                      |   |
| <b>Total Capital Program</b>                        |              | <b>42,650,041</b>         | <b>5,197,135</b> | <b>0</b>  | <b>10,197,696</b> | <b>15,394,831</b> | <b>44,450,257</b>        | <b>29,055,426</b> | <b>0%</b>      | <b>0%</b>   |                                      |   |



**16.15 STATEMENT OF INVESTMENTS & BANK BALANCES**

**Author:** Business Manager Finance & Customer Service

Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Statement of Investments & Bank Balances  

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That the report on the Statement of Investments and Bank Balances be noted.

**BACKGROUND**

To report on the Investment Performance and Bank Balances as at 3 October 2023.

**REPORT**

**1. Monthly Investment Performance Indicators**

Attached are the Investment Performance Indicators which compares Council’s portfolio against the Investment Policies Term Mix and Benchmark Interest Rates Performance indicators. Also attached is Council’s Investment Portfolio. Please note all interest rates and market values quoted in the Investment Portfolio Attachment are based on the latest available data.

Please note there is now one area where Council’s portfolio is outside of policy:

**Benchmark Interest Rate Performance** – with the recent and ongoing increases to the official cash rate, the 90-day BBSW has also increased significantly. There only 2 investments coming in under the benchmark of the 12 month average 90 day BBSW rate which are 2 2 year Term Deposits maturing early in 2024. The weighted average interest rate of our current portfolio is 4.13% which is well above the current benchmark of 3.49%

**2. Statement of Investments and Bank Balances**

The amount of investments and bank balances reported to Council as at the end of August 2023 was \$129,301,638 meaning that this month’s balance of \$128,617,005 equates to a decrease of \$684,633 in investments and cash held.

The following table outlines the reasons for this increase.

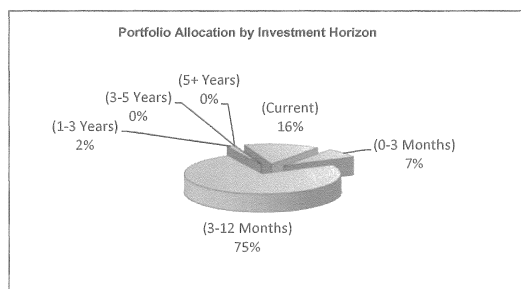
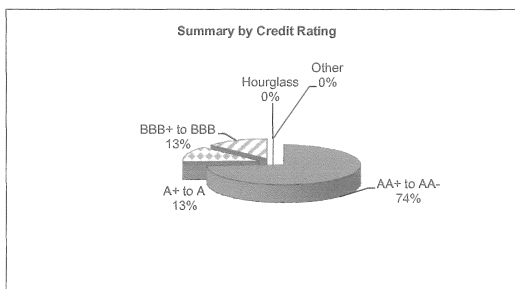
|  |           |                  |
|--|-----------|------------------|
| <b>Receipts</b>                                      |           |                  |
| Rates & Water Receipts                               | 4,215,647 |                  |
| Financial Assistance Grant                           |           |                  |
| Sundry Debtors                                       | 619,098   |                  |
| Grants & Contributions Received                      | 168,811   |                  |
| Loan borrowing received                              |           |                  |
| Other Income (including interest)                    | 2,259,438 |                  |
| <b>Total Receipts</b>                                |           | <b>7,262,994</b> |
| <b>Payments</b>                                      |           |                  |
| Salaries and Wages                                   | 5,580,290 |                  |
| Payments to Creditors                                | 2,367,337 |                  |
| <b>Total Payments</b>                                |           | <b>7,947,627</b> |
| <b>Increase/(Decrease) in Cash &amp; Investments</b> |           | <b>-684,633</b>  |

Performance Indicators - Investments and Interest Earned - As at 3 October 2023

| Diversification & Credit Risk |                          |                    |           |             |             |         |      |
|-------------------------------|--------------------------|--------------------|-----------|-------------|-------------|---------|------|
| Rating                        | Long Term Ratings        | Short Term Rating  | Long Term | Short Term  | Total       | Total % | Max  |
| Scale                         | (Standard & Poors)       | (Standard & Poors) | Actual    | Actual      | Actual      | Actual  |      |
| 1                             | AA+ to AA-               | A1+                | 0         | 93,657,739  | 93,657,739  | 74.24%  | 100% |
| 2                             | A+ to A                  | A1                 | 0         | 16,000,000  | 16,000,000  | 12.68%  | 100% |
| 3                             | BBB+ to BBB              | A2                 | 0         | 16,500,000  | 16,500,000  | 13.08%  | 30%  |
| 4                             | Hourglass                |                    | 0         | 0           | 0           | 0.00%   | 0%   |
| 5                             | Other                    |                    | 0         | 0           | 0           | 0.00%   | 5%   |
|                               |                          |                    | 0         | 126,157,739 | 126,157,739 | 100.00% |      |
| 1                             | Within Policy Guidelines |                    |           |             |             |         |      |
| 2                             | Within Policy Guidelines |                    |           |             |             |         |      |
| 3                             | Within Policy Guidelines |                    |           |             |             |         |      |
| 4                             | Within Policy Guidelines |                    |           |             |             |         |      |
| 5                             | Within Policy Guidelines |                    |           |             |             |         |      |

| Portfolio - Term Mix |                          |               |               |         |         |
|----------------------|--------------------------|---------------|---------------|---------|---------|
|                      |                          | Actual        | Actual %      | Maximum |         |
| A                    | At Call                  | (Current)     | 19,657,739.16 | 15.58%  | 100.00% |
| B                    | Working Capital          | (0-3 Months)  | 9,500,000.00  | 7.53%   | 90.00%  |
| C                    | Short Term               | (3-12 Months) | 95,000,000.00 | 75.30%  | 80.00%  |
| D                    | Medium Term              | (1-3 Years)   | 2,000,000.00  | 1.59%   | 30.00%  |
| E                    | Medium To Long Term      | (3-5 Years)   | -             | 0.00%   | 30.00%  |
| F                    | Long Term                | (5+ Years)    | -             | 0.00%   | 0.00%   |
|                      |                          |               | 126,157,739   |         |         |
| A                    | Within Policy Guidelines |               |               |         |         |
| B                    | Within Policy Guidelines |               |               |         |         |
| C                    | Within Policy Guidelines |               |               |         |         |
| D                    | Within Policy Guidelines |               |               |         |         |
| E                    | Within Policy Guidelines |               |               |         |         |
| F                    | Within Policy Guidelines |               |               |         |         |

| Benchmark Interest Rates Performance |  |             |                |
|--------------------------------------|--|-------------|----------------|
| 1                                    | <b>Benchmark Rate - Average for 2022/23</b>              |             |                |
|                                      | Benchmark Rate -Average for 2022/2023                    |             | 3.4993%        |
|                                      | Portfolio Over Benchmark                                 | 71,477,500  | 67.12%         |
|                                      | Portfolio under Benchmark                                | 35,022,500  | 32.88%         |
|                                      | Total  | 106,500,000 |                |
|                                      | Excludes At Call   | 19,657,739  |                |
|                                      | Total including At Call                                  | 126,157,739 |                |
| 2                                    | <b>Average Benchmark Rate for Financial Year</b>         |             |                |
|                                      | Benchmark - 90 Day BBSW Average for July 2023            |             | 4.3064%        |
|                                      | Benchmark - 90 Day BBSW Average for August 2023          |             | 4.1616%        |
|                                      | Benchmark - 90 Day BBSW Average for September 2022       |             | 4.1301%        |
|                                      | Benchmark - 90 Day BBSW Average for October 2022         |             | 2.9704%        |
|                                      | Benchmark - 90 Day BBSW Average for November 2022        |             | 3.6670%        |
|                                      | Benchmark - 90 Day BBSW Average for December 2022        |             | 3.1604%        |
|                                      | Benchmark - 90 Day BBSW Average for January 2022         |             | 3.3161%        |
|                                      | Benchmark - 90 Day BBSW Average for February 2022        |             | 3.4591%        |
|                                      | Benchmark - 90 Day BBSW Average for March 2022           |             | 3.6643%        |
|                                      | Benchmark - 90 Day BBSW Average for April 2022           |             | 3.6672%        |
|                                      | Benchmark - 90 Day BBSW Average for May 2022             |             | 3.8897%        |
|                                      | Benchmark - 90 Day BBSW Average for June 2022            |             | 1.5993%        |
|                                      | <b>Average Benchmark Rate for Financial Year to Date</b> |             | <b>3.4993%</b> |



### Statement of Investment and Bank Balances as at 3 October 2023

| Description   | Maturity Date | Investment Type | Rating | Current Interest Rate | Amount Invested |
|---|---------------|-----------------|--------|-----------------------|-----------------|
| Comm Bank - Cash Management Account                                     |               | AC              | A1+    | 0.10%                 | 19,657,739      |
| Natonal Australia Bank 732 Day Term Deposit - Curve Rolled From Inv0790 | 26/02/2024    | TD              | A1+    | 1.70%                 | 4,000,000       |
| ING Bank Australia 733 Day TD - Curve                                   | 19/03/2024    | TD              | A1     | 2.02%                 | 2,000,000       |
| National Australia Bank 365 Day TD - Curve                              | 16/11/2023    | TD              | A1+    | 4.28%                 | 5,000,000       |
| BankVic 365D TD - IAM   | 7/12/2023     | TD              | A2     | 4.60%                 | 2,500,000       |
| AMP 367 Day TD - Income AM  | 11/12/2023    | TD              | A2     | 4.35%                 | 2,000,000       |
| ING Bank of Australia 364 Day TD - Curve                                | 19/01/2024    | TD              | A1     | 4.45%                 | 1,000,000       |
| ING Bank of Australia 365 Day TD - Curve                                | 2/02/2024     | TD              | A1     | 4.55%                 | 2,000,000       |
| Defence Bank 365D TD - Curve  | 15/02/2024    | TD              | A2     | 5.00%                 | 1,000,000       |
| Commonwealth Bank of Australia 365 Day TD - CBA Rolled from 0796        | 16/02/2024    | TD              | A1+    | 4.90%                 | 10,000,000      |
| ING Bank Australia 365 Day TD - IAM Rolled from INV0797                 | 22/02/2024    | TD              | A1     | 4.95%                 | 2,000,000       |
| ING Bank of Australia 364 Day TD - Curve                                | 1/03/2024     | TD              | A1     | 4.98%                 | 1,000,000       |
| Commonwealth Bank of Australia 365D TD                                  | 6/03/2024     | TD              | A1+    | 4.82%                 | 10,000,000      |
| AMP 365D TD - Curve   | 15/03/2024    | TD              | A2     | 4.75%                 | 3,000,000       |
| ING Bank of Australia 365 Day TD - Curve                                | 28/03/2024    | TD              | A1     | 4.70%                 | 3,000,000       |
| BankVic 365D TD - Curve   | 18/04/2024    | TD              | A2     | 4.80%                 | 3,000,000       |
| ING Bank of Australia 365 Day TD - Curve                                | 17/05/2024    | TD              | A1     | 4.93%                 | 3,000,000       |
| Commonwealth Bank of Australia 3654 Day TD - CBA                        | 7/06/2024     | TD              | A1+    | 5.40%                 | 15,000,000      |
| NAB 365 Day TD - NAB 9295 1144  | 3/06/2024     | TD              | A1+    | 5.00%                 | 10,000,000      |
| Bank of Queensland 364 Day TD - Curve                                   | 21/06/2024    | TD              | A2     | 5.55%                 | 2,000,000       |
| Westpac 365 Day TD  | 27/06/2024    | TD              | A1+    | 5.38%                 | 5,000,000       |
| Commonwealth Bank of Australia 365 Day TD - CBA                         | 28/06/2024    | TD              | A1+    | 5.45%                 | 10,000,000      |
| Heritage and People Choice 365 Day TD - Curve                           | 24/07/2024    | TD              | A2     | 5.65%                 | 3,000,000       |
| Commonwealth Bank of Australia 365 Day TD - CBA                         | 8/08/2024     | TD              | A1+    | 5.52%                 | 5,000,000       |
| ING Bank of Australia 728 Day TD - Curve                                | 25/09/2025    | TD              | A1     | 5.35%                 | 2,000,000       |
| <b>Total Investments Held</b>   |               |                 |        | \$                    | 126,157,739     |

| Total Investments Held                    |              |
|---|--------------|
| Balance as per Passbook-Commonwealth Bank | 1,502,217.20 |
| Add: Outstanding deposits                 | 75,372.65    |
| Less: Unpresented cheques                 | 28,610.53    |
|   | 126,157,739  |

|   |                       |
|---|-----------------------|
| Balance as per Cash Book-Commonwealth Bank      | 1,548,979.32          |
| Add- Trust Fund                                 | 910,286.43            |
| <b>Total Cash &amp; Investments @ 3/10/2023</b> | <b>128,617,004.91</b> |



**16.16 REVIEW OF UNREASONABLE COMPLAINANT CONDUCT POLICY**

**Author:** Business Manager Governance

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Unreasonable Conduct by Customers Policy for Business Paper 20231017.pdf [↓](#) 

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That

1. The report Review of Unreasonable Complainant Conduct Policy by Business Manager Governance be received.
2. The Unreasonable Conduct by Customers Policy be placed on public exhibition for 28 days and if no submissions are received, be adopted.

**BACKGROUND**

The Unreasonable Complainant Conduct Policy was reviewed and adopted by Council on 4 October 2022.

**REPORT**

The Unreasonable Complainant Conduct Policy has been reviewed to address the increased rates of customer aggression and other forms of unreasonable conduct by customers when interacting with Council.

The Unreasonable Complainant Conduct Policy which focusses on unreasonable complainant conduct, that is specifically in relation to complaints made to Council, has been reviewed and renamed to Unreasonable Conduct by Customers Policy.

The reviewed Policy provides a framework within which Council will manage unreasonable conduct by customers for all requests, enquiries, complaints, and interactions with Council. The amendments to the Policy are as follows:

- References to complainants have been replaced with customers.
- References to complaints have remained with the addition of requests and/or interactions with Council.

The reviewed Policy which incorporates all unreasonable customer interaction with Council is essential to ensure Council takes care of the health, safety and security of staff, delegates of Council and its customers. It is recommended that the reviewed Policy renamed as Unreasonable Conduct by Customers Policy be adopted.



## **Unreasonable Conduct by Customers Policy**



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### POLICY OBJECTIVE

The objective of this policy is to provide customers and all Council staff the framework within which Goulburn Mulwaree Council (Council) will manage unreasonable conduct by customers ('UCC').

### LEGISLATIVE PROVISIONS

*Work Health and Safety Act 2011*

### POLICY STATEMENT

#### 1. Introduction

Council is committed to being accessible and responsive to all customers who approach our office for assistance with a request for service, request for information or with a complaint.

At the same time the success of our office depends on:

- our ability to do our work and perform our functions in the most effective and efficient ways possible
- the health, safety and security of our staff, and
- our ability to allocate our resources fairly across all the requests we receive.

When customers behave unreasonably in their dealings with us, their conduct can significantly affect our success. As a result, Council will take proactive and decisive action to manage any conduct by customers that negatively and unreasonably affects us and will support our staff to do the same in accordance with this policy.

#### 2. Objectives

##### 2.1 Policy aims

This policy has been developed to assist all staff to better manage unreasonable conduct by customers ('UCC'). It aims to help staff:

- feel confident and supported in taking action to manage UCC
- act fairly, consistently, honestly and appropriately when responding to UCC
- understand their roles and responsibilities in relation to the management of UCC and how this policy will be used
- understand the types of circumstances when it may be appropriate to manage UCC using one or more of the following mechanisms:
  - the strategies provided in the Managing Unreasonable Complainant Conduct Practice Manual (3rd edition) including the strategies to change or restrict a customer's access to our services
  - alternative dispute resolution strategies to deal with conflicts involving customers and members of Council
  - legal instruments such as trespass laws/legislation to prevent a customer from coming onto our premises, and orders to protect specific staff from any actual or apprehended personal violence, intimidation or stalking
- understand the criteria we will consider before we decide to change or restrict a customer's access to our services
- be aware of the processes that will be followed to record and report UCC incidents and the procedures for consulting and notifying customers about any proposed actions or decisions to change or restrict their access to our services



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

- understand the procedures for reviewing decisions made under this policy, including specific timeframes for review.

### 3. Defining Unreasonable Conduct by Customers

#### 3.1 Unreasonable conduct by customers

Most customers act reasonably and responsibly in their interactions with us, even when they are experiencing high levels of distress, frustration and anger about their request or complaint.

However, despite our best efforts to help them, in a very small number of cases some customers behave in ways that are inappropriate and unacceptable. They can be aggressive and verbally abusive towards our staff, threaten harm and violence or bombard our offices with unnecessary and excessive phone calls and emails. They may make inappropriate demands on our time and our resources or refuse to accept our decisions and recommendations in relation to their requests or complaints. When customers behave in these ways, we consider their conduct to be 'unreasonable'.

Unreasonable conduct by customers ('UCC') is any behaviour which, because of its nature or frequency raises substantial health, safety, resource or equity issues for Council, our staff, other service users and customers or the customer himself/herself.

UCC can be divided into five categories of conduct:

- Unreasonable persistence
- Unreasonable demands
- Unreasonable lack of cooperation
- Unreasonable arguments
- Unreasonable behaviours

#### 3.2 Unreasonable persistence

Unreasonable persistence is continued, incessant and unrelenting conduct by a customer that has a disproportionate and unreasonable impact on Council, staff, services, time and/or resources. Some examples of unreasonably persistent behaviour include:

- An unwillingness or inability to accept reasonable and logical explanations including final decisions that have been comprehensively considered and dealt with (even when it is evident the customer does understand the information provided).
- Persistently demanding a review simply because it is available and without arguing or presenting a case for one.
- Targeting Council with multiple requests about a range of issues, whether related or not, which separately or together require an unreasonable allocation of Council resources.
- Pursuing and exhausting all available review options, even after we have explained that a review is not warranted, and refusing to accept we cannot or will not take further action on their request or complaint.
- Reframing a request or complaint in an effort to get it taken up again.
- Multiple and repeated phone calls, visits, letters, emails (including cc'd correspondence) after we have repeatedly asked them not to.
- Contacting different people within or outside Council to get a different outcome or a more sympathetic response to their request or complaint – this is known as internal and external 'forum shopping'.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### 3.3 Unreasonable demands

Unreasonable demands are any demands expressly made by a customer that have a disproportionate and unreasonable impact on Council, staff, services, time and/or resources.

Some examples of unreasonable demands include:

- Issuing instructions and making demands about how to handle their request or complaint, the priority it should be given, or the outcome that was/should be achieved.
- Insisting on talking to a Senior Manager, Director, the Chief Executive Officer or the Mayor personally when it is not appropriate or warranted.
- Emotional blackmail and manipulation resulting in intimidation, harassment, shaming, seduction or portraying themselves as being victimised when this is not the case.
- Insisting on outcomes that are not possible or appropriate in the circumstances, for example asking for someone to be sacked or prosecuted, or for an apology or compensation when there is no reasonable basis for this.
- Demanding services that are of a nature or scale that we cannot provide, even after we have explained to them repeatedly.
- Expecting responses to requests which separately or together require an unreasonable or unfair allocation of Council resources.

### 3.4 Unreasonable lack of cooperation

Unreasonable lack of cooperation is when a customer is unwilling or unable to cooperate with Council, our staff, or our requests and complaints process resulting in a disproportionate and unreasonable use of our services, time and/or resources.

Some examples of unreasonable lack of cooperation include:

- Sending a constant stream of complex or disorganised information without clearly defining the issue at hand or explaining how the material provided relates to their request or complaint where the customer is clearly capable of doing this.
- Providing little or no detail around their complaint or presenting information in 'drips and drabs'.
- Refusing to follow or accept our instructions, suggestions, or advice without a clear or justifiable reason for doing so.
- Arguing that a particular solution is the correct one in the face of valid contrary arguments and explanations.
- Displaying unhelpful behaviour such as withholding information, acting dishonestly and misquoting others.

### 3.5 Unreasonable arguments

Unreasonable arguments include any arguments that are not based on any reason or logic, that are incomprehensible, false or inflammatory, trivial or delirious and that disproportionately and unreasonably impact upon Council, staff, services, time, and/or resources.

Arguments are unreasonable when they:

- Fail to follow a logical sequence.
- Are not supported by any evidence and/or are based on conspiracy theories.
- Lead a customer to reject all other valid and contrary arguments
- are trivial when compared to the amount of time, resources and attention that the customer demands
- Are false, inflammatory or defamatory.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### 3.6 Unreasonable behaviour

Unreasonable behaviour is conduct that is unreasonable in all circumstances regardless of how stressed, angry or frustrated that a customer is because it unreasonably compromises the health, safety and security of our staff, other service users or the customer themselves.

Some examples of unreasonable behaviours include:

- Acts of aggression, verbal abuse, derogatory, racist, or grossly defamatory remarks
- Harassment, intimidation or physical violence
- Rude, confronting and threatening face to face or phone contact or correspondence
- Threats of harm to self or third parties, threats with a weapon or threats to damage property, including bomb threats.
- Stalking (in person or online)
- Emotional manipulation.

Council has a zero tolerance policy towards any harm, abuse or threats directed towards staff. Any conduct of this kind will be dealt with under this policy, Council's WHS Preventing and Responding to Workplace Aggression and Violence Procedure and in accordance with our duty of care and work health and safety responsibilities.

## 4. Responding to and Managing UCC

### 4.1 Changing or restricting a customer's access to our services

UCC incidents will generally be managed by limiting or adapting the ways that we interact with or deliver services to customers by restricting:

- **Who they have contact with** – for example, limiting a customer to a sole contact person/staff member in Council.
- **What they can raise with us** – for example, restricting the subject matter of communications that we will consider and respond to.
- **When they can have contact** – limiting a customer's contact with Council to a particular time, day, or length of time, or curbing the frequency of their contact with us.
- **Where they can make contact** – for example, limiting the locations where we will conduct face-to-face interviews to secured facilities or areas of the office.
- **How they can make contact** – limiting or modifying the forms of contact that the customer can have with us. This can include modifying or limiting face-to-face interviews, telephone and written communications, prohibiting access to our premises, contact through a representative only, taking no further action or terminating provision of services altogether.

When using the restrictions provided in this section, we recognise that discretion will need to be used to adapt them to suit a customer's personal circumstances, level of competency, literacy skills, and cultural background. In this regard, we also recognise that more than one strategy may be needed in individual cases to ensure their appropriateness and efficacy.

### 4.2 Who – limiting the customer to a sole contact point

Where a customer tries to forum shop internally within Council, changes their issues of request or complaint repeatedly, reframes their request or complaint, or raises an excessive number of requests or complaints, it may be appropriate to restrict their access to a single staff member (a sole contact point) who will exclusively manage their request(s) or complaint(s) and interactions with Council. This may ensure they are dealt with consistently and may minimise the incidence of misunderstandings, contradictions and manipulation.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

Customers who are restricted to a sole contact person will, however be given the contact details of one additional staff member who they can contact if their primary contact is unavailable – for example if they go on leave or are otherwise unavailable for an extended period of time.

### **4.3 What – restricting the subject matter of communications that we will consider**

Where customers repeatedly send letters, emails, or online forms that raise trivial or insignificant issues, contain inappropriate or abusive content or relate to a request/complaint that has already been comprehensively considered and/or reviewed (at least once) by Council, we may restrict the issues/subject matter the customer can raise with us or that we will respond to. For example, we may:

- Refuse to respond to correspondence that raises an issue that has already been dealt with, that raises a trivial issue, or is not supported by evidence. The customer will be advised that future correspondence of this kind will be read and filed without acknowledgement unless we decide that we need to pursue it further in which case, we may do so on our 'own motion'.
- Restrict the customer to one request/complaint or issue per month. Any attempts to circumvent this restriction, for example by raising multiple complaints/issues in the one letter/email may result in modifications or further restrictions being placed on their access.
- Return correspondence to the customer and require them to remove any inappropriate content before we will agree to consider its contents. We will also keep a copy of the inappropriate correspondence for our records to help identify repeat/further UCC incidents.

### **4.4 When – limiting when and how a customer can contact us**

If a customer's contact with Council places an unreasonable demand on our time or resources or affects the health, safety and security of our staff because it involves behaviour that is persistently rude, threatening, abusive or aggressive, we may limit when and/or how the customer can interact with us. This may include:

- Limiting their telephone calls or face-to-face interviews to a particular time of the day or days of the week.
- Limiting the length or duration of telephone calls, written correspondence or face-to-face interviews.
- Limiting the frequency of their telephone calls, written correspondence or face-to-face interviews.

For irrelevant, overly lengthy, disorganised or very frequent written correspondence we may also:

- Require the customer to clearly identify how the information or supporting materials they have sent to us relate to the central issues that we have identified in their request or complaint.
- Restrict the frequency with which customers can send emails or other written communications to Council.
- Restrict a customer to sending emails to a particular email account (e.g. Council's email address) or block their email access altogether and require that any further correspondence be sent through Australia Post only.

### **4.5 Writing only restrictions**

When a customer is restricted to 'writing only' they may be restricted to written communications through:

- Australia Post only
- Email only to a specific staff email or our general Council email account
- Some other relevant form of written contact, where applicable.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

If a customer's contact is restricted to writing only, the customer will be advised of the specific means that they can use to contact Council. If it is not appropriate for a customer to enter Council premises to hand deliver their written communication this will also be communicated to them.

Any communications that are received by Council in a manner that contravenes a 'writing only' restriction will either be returned to the customer or read and filed without acknowledgement.

### **4.6 Where – limiting face-to-face interviews**

If a customer is violent or overtly aggressive, unreasonably disruptive, threatening or demanding or makes frequent unannounced visits to Council premises, we may consider restricting our face-to-face contact with them.

These restrictions may include:

- Restricting access to particular secured premises or areas of Council such as the reception area or secured room or facility.
- Restricting their ability to attend Council premises to specified times of the day and/or days of the week only – for example, when additional security is available or to times/days that are less busy.
- Allowing them to attend Council premises on an 'appointment only' basis and only with specified staff. (for these meetings staff must always seek support and assistance of a colleague for added safety and security).
- Banning the customer from attending Council premises altogether and allowing some other form of contact – e.g. 'writing only' or 'telephone only' contact.

### **4.7 Contact through a representative only**

In cases where we cannot completely restrict our contact with a customer and their conduct is particularly difficult to manage, we may also restrict their contact to go through a support person or representative only. The support person may be someone nominated by the customer, but they must be approved by Council.

If Council determines that the representative or support person may exacerbate the situation with the customer, the customer will be asked to nominate another person and we may assist them in this regard.

### **4.8 Completely terminating a customer's access to our services**

In rare cases, and as a last resort when all other strategies have been considered, the Chief Executive Officer (CEO) may decide that it is necessary for Council to completely restrict a customer's contact or access to Council services.

A decision to have no further contact with a customer will only be made if it appears that the customer is unlikely to modify their conduct and/or their conduct poses a significant risk for our staff or other parties because it involves one or more of the following types of conduct:

- Acts of aggression, verbal or physical abuse, threats of harm, harassment, intimidation, stalking, assault.
- Damage to property while on our premises.
- Threats with a weapon or common office items that can be used to harm another person or themselves.
- Physically preventing a staff member from moving around freely either within their workspace or during an off- site visit – e.g. entrapping them in their home.
- Conduct that is otherwise unlawful.





## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

In these cases the customer will be sent a letter notifying them that their access has been restricted. The Police may also be notified in these circumstances.

A customer's access to our services and Council premises may also be restricted (directly or indirectly) using the legal mechanisms such as trespass laws and other legislation or legal orders to protect members of our staff from personal violence, intimidation or stalking by a customer.

### **5. Alternative Dispute Resolution**

#### **5.1 Using alternative dispute resolution strategies to manage conflicts with customers**

If Council determines that we cannot terminate our services to a customer in a particular case or that we or our staff bear some responsibility for causing or exacerbating their conduct, Council may consider using alternative dispute resolution strategies ('ADR') such as mediation and conciliation to resolve the conflict with the customer and attempt to rebuild our relationship with them.

However, we recognise that in UCC situations, ADR may not be an appropriate or effective strategy particularly if the customer is uncooperative or resistant to compromise. Therefore, each case will be assessed on its own facts to determine the appropriateness of this approach.

### **6. Appealing a Decision to Change or Restrict Access to Our Services**

People who have their access changed or restricted are entitled to one appeal of a decision to change or restrict their access to our services. This review will be undertaken by a senior staff member who was not involved in the original decision to change or restrict the customer's access. This staff member will consider the customer's arguments and personal circumstances, including cultural background, along with all relevant records regarding the customer's past conduct. They will advise the customer of the outcome of their appeal by letter, which must be approved by the CEO.

If a customer continues to be dissatisfied after the appeal process, they may seek an external review from an oversight agency such as the Ombudsman. The Ombudsman may accept the review (in accordance with its administrative jurisdiction) to ensure that we have acted fairly, reasonably and consistently and have observed the principles of good administrative practice including, procedural fairness.

### **7. Periodic Reviews of All Cases Where This Policy is Applied**

#### **7.1 Period for review**

All cases where this policy is used will be reviewed every 3 months or 6 months (depending on the nature of the service provided) and not more than 12 months after the service change or restriction was initially imposed or upheld.

#### **7.2 Notifying the customer of an upcoming review**

Council will invite customers to participate in the review process unless they determine that this invitation will provoke a negative response from the customer (i.e. further UCC). The invitation will be given and the review will be conducted in accordance with the customer's access restrictions.

#### **7.3 Criteria to be considered during a review**

When conducting a review Council will consider:

- Whether the customer has had any contact with the organisation during the restriction period.
- The customer's conduct during the restriction period.
- Any information or arguments put forward by the customer for review.
- Any other information that may be relevant in the circumstances.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

Sometimes a customer may not have a reason to contact Council during their restriction period. As a result, a review decision that is based primarily on the fact that the customer has not contacted Council during their restriction period may not be an accurate representation of their level of compliance/reformed behaviour. This should be taken into consideration, in relevant situations.

### **7.4 Notifying a customer of the outcome of a review**

Council will notify the customer of the outcome of their review using the appropriate/relevant method of communication as well as a written letter explaining the outcome.

## **8. Roles and Responsibilities**

### **8.1 All staff**

All staff are responsible for familiarising themselves with this policy and associated procedure as well as the Individual Rights and Mutual Responsibilities of the Parties to a Complaint in Appendix A. Staff are also encouraged to explain the contents of this document to all customers particularly those who engage in UCC or exhibit the early warning signs for UCC.

Staff are responsible for recording and reporting all UCC incidents they experience or witness (as appropriate) to their Business Manager within 24 hours of the incident occurring and ensuring details of contacts are recorded.

While effective application of this policy relies on all staff identifying and reporting UCC incidents, it must be emphasised that any strategies that effectively change or restrict a customer's access to our services must be considered at the Executive level as provided in the procedure.

### **8.2 The Business Manager Governance**

The Business Manager Governance, in consultation with relevant staff, has the responsibility and authority to provide advice to the Executive, on changing or restricting a customer's access to Council. The Business Manager Governance is also responsible for the following:

- Ensure that all relevant staff members are trained to deal with UCC.
- Support staff to apply the strategies in the policy and associated procedure.
- Record, monitor and review all cases where this policy is applied to ensure consistency, transparency and accountability for the application of this policy.
- Manage and keep a file record of all cases where this policy is applied.

### **8.3 Senior Managers**

All senior managers are responsible for supporting staff to apply the strategies in this policy. Senior managers are also responsible for ensuring compliance with the UCC Procedure and ensuring that all relevant staff are trained to deal with UCC.

### **8.4 Chief Executive Officer**

The CEO will approve any decision to completely terminate a customer's contact or access to Council.

## **9. Training and Awareness**

Council is committed to ensuring that all staff are aware of and know how to use this policy. All staff who deal with customers in the course of their work will also receive appropriate training and information on using this policy and on managing UCC on a regular basis.



**GOULBURN MULWAREE COUNCIL  
UNREASONABLE CONDUCT BY CUSTOMERS POLICY**

**10. Supporting Documents and Policies**

This policy is compliant with and supported by the following documents:

- Managing unreasonable conduct by complainants Model Policy 2021 – NSW Ombudsman
- Managing unreasonable customer conduct practice manual 2021 – NSW Ombudsman
- Complaint Handling Policy
- Work Health and Safety Policy
- Code of Conduct
- WHS Preventing and Responding to Workplace Aggression and Violence

| Version | Council Meeting Date | Resolution | Adoption Date  | Effective From  |
|---------|----------------------|------------|----------------|-----------------|
| 1       | 2 October 2018       | 2018/408   | 2 October 2018 | 9 November 2018 |
| 2       | 4 October 2022       | 2022/362   | 4 October 2022 | 1 November 2022 |
|         |                      |            |                |                 |
|         |                      |            |                |                 |
|         |                      |            |                |                 |

**All policies can be reviewed or revoked by resolution of Council at anytime.**

**DIRECTORATE:** Executive Services

**BUSINESS UNIT:** Governance



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### Appendix A

#### Individual Rights and Mutual Responsibilities of the Parties to a Complaint

In order for Goulburn Mulwaree Council (Council) to ensure that all complaints are dealt with fairly, efficiently and effectively and that work health and safety standards and duty of care obligations are adhered to, the following rights and responsibilities must be observed and respected by all of the parties to the complaint process.

#### Individual rights<sup>1</sup>

##### Customers have the right:

- to make a complaint and to express their opinions in ways that are reasonable, lawful and appropriate, regardless of cultural background, national origin, sex, sexual orientation, gender expression, disability or other cultural or personal characteristics<sup>2</sup>1F
- to a reasonable explanation of Council's complaints policy/procedures, including details of the confidentiality, secrecy or privacy rights or obligations that may apply
- to a fair and impartial assessment and, where appropriate, investigation of their complaint based on the merits of the case<sup>3</sup>
- to a fair hearing<sup>4</sup>
- to a timely response
- to be informed in at least general terms about the actions taken and outcome of their complaint<sup>5</sup>
- to have decisions that affect them explained to them
- to at least one right of review of the decision on the complaint<sup>6</sup>
- to be treated with courtesy and respect
- to communicate valid concerns and views without fear of reprisal or other unreasonable response.<sup>7</sup>

##### Staff have the right:

- to determine whether, and if so how, a complaint will be dealt with
- to finalise matters on the basis of outcomes they consider to be satisfactory in the circumstances<sup>8</sup>
- to expect honesty, cooperation and reasonable assistance from customers
- to expect honesty, cooperation and reasonable assistance from Council and people within jurisdiction who are the subject of a complaint
- to be treated with courtesy and respect
- to a safe and healthy working environment<sup>9</sup>
- to modify, curtail or decline service (if appropriate) in response to unacceptable behaviour by a customer.<sup>10</sup>

<sup>1</sup> The word 'rights' is not used here in the sense of legally enforceable rights (although some are), but in the sense of guarantees of certain standards of service and behaviour that a complaint handling system should be designed to provide to each of the parties to a complaint.

<sup>2</sup> Differences of opinion are normal: people perceive things differently, feel things differently and want different things. People have a right to their own opinions, provided those opinions are expressed in acceptable terms and in appropriate forums.

<sup>3</sup> While degrees of independence will vary between complaint handlers, all should assess complaints fairly and as impartially as possible, based on a documented process and the merits of the case.

<sup>4</sup> The 'right to be heard' refers to the opportunity to put a case to the complaint handler/decision-maker. This right can be modified, curtailed or lost due to unacceptable behaviour, and is subject to the complaint handler's right to determine how a complaint will be dealt with.

<sup>5</sup> Provided this will not prejudice on-going or reasonably anticipated investigations or disciplinary/criminal proceedings.

<sup>6</sup> Such a right of review can be provided internally to Council, for example by a person not connected to the original decision.

<sup>7</sup> Provided the concerns are communicated in the ways set out in relevant legislation, policies and/or procedures established for the making of such complaints/allegations/disclosures/etc.

<sup>8</sup> Some complaints cannot be resolved to the customer's satisfaction, whether due to unreasonable expectations or the particular facts and circumstances of the complaint [see also footnote 25].

<sup>9</sup> See for example WH&S laws and the common law duty of care on employers.

<sup>10</sup> Unacceptable behaviour includes verbal and physical abuse, intimidation, threats, etc.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### **Subjects of a complaint have the right:**

- to a fair and impartial assessment and, where appropriate, investigation of the allegations made against them
- to be treated with courtesy and respect by staff of Council
- to be informed (at an appropriate time) about the substance of the allegations made against them that are being investigated<sup>11</sup>
- to be informed about the substance of any proposed adverse comment or decision
- to be given a reasonable opportunity to put their case during the course of any investigation and before any final decision is made<sup>12</sup>
- to be told the outcome of any investigation into allegations about their conduct, including the reasons for any decision or recommendation that may be detrimental to them
- to be protected from harassment by disgruntled customers acting unreasonably.

### **Mutual Responsibilities**

#### **Customers are responsible for:**

- treating staff of Council with courtesy and respect
- clearly identifying to the best of their ability the issues of complaint, or asking for help from the staff of Council to assist them in doing so
- providing Council, to the best of their ability with all the relevant information available to them at the time of making the complaint
- being honest in all communications with Council
- informing Council of any other action they have taken in relation to their complaint<sup>13</sup>
- cooperating to the best of their ability with the staff who are assigned to assess/ investigate/resolve/determine or otherwise deal with their complaint.

If customers do not meet their responsibilities, Council may consider placing limitations or conditions on their ability to communicate with staff or access certain services.

Council has a zero tolerance policy in relation to any harm, abuse or threats directed towards its staff. Any conduct of this kind may result in a refusal to take any further action on a complaint or to have further dealings with the customer.<sup>14</sup> Any such conduct of a criminal nature will be reported to police and in certain cases legal action may also be considered.

<sup>11</sup> Other than where there is an overriding public interest in curtailing the right, for example where to do so could reasonably create a serious risk to personal safety, to significant public funds, or to the integrity of an investigation into a serious issue. Any such notifications or opportunities should be given as required by law or may be timed so as not to prejudice that or any related investigation.

<sup>12</sup> Depending on the circumstances of the case and the seriousness of the possible outcomes for the person concerned, a reasonable opportunity to put their case, or to show cause, might involve a face to face discussion, a written submission, a hearing before the investigator or decision maker, or any combination of the above.

<sup>13</sup> For example, whether they have made a similar complaint to another relevant person or body or have relevant legal proceedings on foot.

<sup>14</sup> Other than in circumstances where the organisation is obliged to have an ongoing relationship with the customer.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### Staff are responsible for:

- providing reasonable assistance to customers who need help to make a complaint and, where appropriate, during the complaint process
- dealing with all complaints, customers and people or organisations the subject of complaint professionally, fairly and impartially
- giving customers or their advocates a reasonable opportunity to explain their complaint, subject to the circumstances of the case and the conduct of the customer
- giving people or organisations the subject of complaint a reasonable opportunity to put their case during the course of any investigation and before any final decision is made<sup>15</sup>
- informing people or organisations the subject of investigation, at an appropriate time, about the substance of the allegations made against them<sup>16</sup> and the substance of any proposed adverse comment or decision that they may need to answer or address<sup>17</sup>
- keeping customers informed of the actions taken and the outcome of their complaints<sup>18</sup>
- giving customers explanations that are clear and appropriate to their circumstances, and adequately explaining the basis of any decisions that affect them
- treating customers and any people who are the subject of complaint with courtesy and respect at all times and in all circumstances
- taking all reasonable and practical steps to ensure that customers<sup>19</sup> are not subjected to any detrimental action in reprisal for making their complaint<sup>20</sup>
- giving adequate warning of the consequences of unacceptable behaviour.

If Council fails to comply with these responsibilities, customers may complain to the Chief Executive Officer via Council's Complaints Coordinator or to the NSW Ombudsman.

### Subjects of a complaint are responsible for:

- cooperating with the staff of Council who are assigned to handle the complaint, particularly where they are exercising a lawful power in relation to a person or body within their jurisdiction<sup>21</sup>
- providing all relevant information in their possession to Council or its authorised staff when required to do so by a properly authorised direction or notice
- being honest in all communications with Council and its staff
- treating the staff of Council with courtesy and respect at all times and in all circumstances
- refraining from taking any detrimental action against the customer<sup>22</sup> in reprisal for them making the complaint.<sup>23</sup>

If subjects of a complaint fail to comply with these responsibilities, action may be taken under relevant laws or codes of conduct

<sup>15</sup> See footnote 11.

<sup>16</sup> Other than where an allegation is so lacking in merit that it can be dismissed at the outset.

<sup>17</sup> See footnote 11.

<sup>18</sup> See footnote 5.

<sup>19</sup> Customers' include whistleblowers/people who make internal disclosures.

<sup>20</sup> Complaints' includes disclosures made by whistleblowers/people who make internal disclosures.

<sup>21</sup> This does not include any obligation to incriminate themselves in relation to criminal or disciplinary proceedings, unless otherwise provided by statute.

<sup>22</sup> See footnote 19.

<sup>23</sup> See footnote 20.



## GOULBURN MULWAREE COUNCIL UNREASONABLE CONDUCT BY CUSTOMERS POLICY

### **Council is responsible for:**

- maintaining an appropriate and effective complaint handling system in place for receiving, assessing, handling, recording and reviewing complaints
- making decisions about how all complaints will be dealt with
- ensuring that all complaints are dealt with professionally, fairly and impartially<sup>24</sup>
- ensuring that staff treat all parties to a complaint with courtesy and respect
- ensuring that the assessment and any inquiry into the investigation of a complaint is based on sound reasoning and logically probative information and evidence
- finalising complaints on the basis of outcomes that Council, or its responsible staff, consider to be satisfactory in the circumstances<sup>25</sup>
- implementing reasonable and appropriate policies/procedures/practices to ensure that customers<sup>26</sup> are not subjected to any detrimental action in reprisal for making a complaint<sup>27</sup>, including maintaining separate complaint files and other operational files relating to the issues raised by individuals who make complaints
- adequately considering any confidentiality, secrecy or privacy obligations or responsibilities that may arise in the handling of complaints and the conduct of investigations.

If Council fails to comply with these responsibilities, customers may complain to the Chief Executive Officer via Council's Complaints Coordinator or to the NSW Ombudsman.

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<sup>24</sup> See footnote 3.

<sup>25</sup> Once made, complaints are effectively 'owned' by the complaint handler who is entitled to decide (subject to any statutory provisions that may apply) whether, and if so how, each complaint will be dealt with, who will be the case officer/investigator/decision-maker/etc, the resources and priority given to actioning the matter, the powers that will be exercised, the methodology used, the outcome of the matter, etc. Outcomes arising out of a complaint may be considered by the complaint handler to be satisfactory whether or not the customers, any subjects of complaint or the organisation concerned agrees with or is satisfied with that outcome.

<sup>26</sup> See footnote 19.

<sup>27</sup> See footnote 20.

**16.17 REVIEW OF RISK MANAGEMENT POLICY**

**Author:** Business Manager Governance

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Risk Management Policy V1.2.23 for Business Paper 20231017.pdf 
  2. Submissions to Risk Management Policy 20230912.pdf 

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That

1. The report Review of Risk Management Policy by Business Manager Governance be received.
2. The Risk Management Policy resolved by Council on 15 August 2023 be adopted without any amendments.

**BACKGROUND**

Council at its ordinary meeting on 15 August 2023 resolved to place the reviewed Risk Management Policy on public exhibition for 28 days and to adopt the Policy if no submissions were received.

**REPORT**

The public exhibition period for the reviewed Risk Management Policy closed on 12 September 2023. Council received two submissions to the Policy (refer attached). The submission by Community Voice for Hume contains a redaction of a residential property address in accordance with Council’s obligations under the *Privacy and Personal Information Protection Act 1998* and the *Government Information Public Access Act 2009*.

Both submissions refer to the risk of climate change and the importance to the community of addressing and managing this risk. The submissions note that the reviewed Risk Management Policy does not include a reference to the risk of climate change.

The Risk Management Policy is one component of Council’s Risk Management Framework and its objective is to establish Council’s commitment to effective Risk Management. The Risk Management Policy does not refer to any specific risks, rather it asserts the overall approach and commitment to all of Council’s risks.

Council’s Strategic and Operational Risk Registers encompass all of Council’s risks, including climate change, whereby the specific risks and management strategies are identified. Therefore, it is recommended that the Risk Management Policy not be amended to include a reference to climate change and that the Risk Management Policy resolved by Council on 15 August 2023 be adopted without any amendments.





## **Risk Management Policy**



## GOULBURN MULWAREE COUNCIL RISK MANAGEMENT POLICY

### **POLICY OBJECTIVE**

This policy establishes the commitment of Goulburn Mulwaree Council (Council) to provide effective Risk Management culture and activities, and governance practices to support the delivery of its functions and activities.

### **LEGISLATIVE PROVISIONS**

- *Local Government Act 1993*
- *Local Government (General) Regulation 2005*
- Guidelines for Risk Management and Internal Audit for Local Government in NSW, NSW Office of Local Government
- AS ISO 31000:2018 Risk management – Guidelines
- ISO Guide 73:2009 Risk management – Vocabulary
- ISO 31010:2009 Risk management – Risk assessment techniques.

### **SCOPE**

This policy applies to all areas of Council operations and includes all Executives, staff, contractors and volunteers undertaking any function for, or on behalf of, Council.

This Policy is one component of a broader Risk Management Framework that also includes the Risk Management Plan and Risk Management Procedure.

### **POLICY STATEMENT**

Council recognises that the purpose of risk management is the creation and protection of value and is committed to managing risk to improve performance, encourage innovation and support the achievement of objectives. This understanding is reflected in the following characteristics adopted by Council:

- Risk management practices encompass the entire organisation, creating connections to avoid silos.
- Risk management strategies address the full spectrum of risks and are appropriately scaled to reflect situational context and complexity.
- Risk management approaches encompass risk scenarios and the interaction of multiple risks rather than considering single events.
- Risk management practices are integrated into business culture and procedures to ensure that strategy and decision-making evolve from a risk informed process.
- Risk management philosophy focuses on acceptable risk action rather than on risk avoidance.

Council is committed to managing risk within Council's risk appetite by identifying, analysing, evaluating and treating exposures that may impact on Council achieving its objectives and/or the continued efficiency and effectiveness of its operations.

Council will incorporate risk management into its planning and decision-making processes and subsequently into its business execution.

Council's risk management process will be aligned to relevant standards and best practice in a manner that aligns with the organisations' culture and maturity.



## GOULBURN MULWAREE COUNCIL RISK MANAGEMENT POLICY

Council staff will implement and embed the risk management process into Council's business practices to reinforce their decision-making responsibilities and accountability.

Council is committed to ensuring that all staff, particularly those with management, advisory and decision-making responsibilities obtain a sound understanding of risk management principles and the requisite skills to implement risk management effectively.

Council will regularly monitor and review the status of its risk culture throughout the organisation as a basis for continuous improvement.

### **Policy Background and Context**

For any organisation, risks exist in all aspects of its strategies, goals, objectives, undertakings and/or operations. ISO 31000 defines risk as the '*effect of uncertainty on objectives*'. This effect can be a positive or negative deviation from expected pathways or outcomes.

The effective implementation of a Risk Management Policy, as a part of a broader Risk Management Framework, will ensure that the management of risk is seen as the normal operating standard for good decision-making. This will facilitate confidence in understanding:

- which risks to take/accept for the benefit of Council ,
- which risks to avoid to prevent adverse impact on Council , and
- how to manage the most risk effective path towards achieving *Council* 's strategic goals.

To achieve strategic objectives, it is essential that Council manages the threats and opportunities associated to those objectives. This in turn will see Council recognised for the excellence of its services and for the strength of its partnerships with the Goulburn Mulwaree Community, customers, employees and stakeholders. Consequently, Risk Management must be championed from the CEO, overseen by the Audit, Risk and Improvement Committee, implemented by the Executive Management Team, and actioned in all operations at all times by Management.

### **Accountabilities and Responsibilities**

The roles and responsibilities for Risk Management at Council are specified in this policy, committee charters and individual position descriptions.



**GOULBURN MULWAREE COUNCIL  
RISK MANAGEMENT POLICY**

| Position                                     | Accountabilities and Responsibilities  |
|--|--|
| Mayor and Councillors                        | <ul style="list-style-type: none"> <li>• Accountable for the oversight of Risk Management</li> <li>• In consultation with the Executive Management Team and the Audit, Risk and Improvement Committee (ARIC), the Mayor and Councillors will:                             <ul style="list-style-type: none"> <li>– Endorse Council 's appetite for taking and/or retaining risk</li> <li>– Set Council's strategy with consideration of the risk appetite and the threats and opportunities to Council from that strategy.</li> <li>– Set the strategic goals required to achieve the strategy and clearly articulate the critical success factors in achieving those strategic goals.</li> <li>– Articulates, the strategic risks (threat and opportunity) to Council from the objectives and strategy.</li> </ul> </li> <li>• Require the Executive Management Team to actively manage strategic risks and report frequently on their status.</li> <li>• Recognise their responsibilities for making informed decisions that take into consideration the associated risks and opportunities.</li> <li>• Actively support the implementation of the Risk Management Policy and Plan.</li> </ul> |
| Audit, Risk and Improvement (ARIC) Committee | <ul style="list-style-type: none"> <li>• Independent review and oversight of Council's governance, risk management and control activities.</li> <li>• Accountable for the oversight of Risk Management</li> <li>• Requires the periodic review of Council's strategic and other significant operational and project risks to ensure appropriate risk treatment/controls have been implemented and maintain effectiveness.</li> </ul> <p>Endorse and monitor a comprehensive risk based cyclical strategic audit plan</p>   |
| Internal Audit                               | <ul style="list-style-type: none"> <li>• Risk assurance to the ARIC and CEO through execution of the annual internal audit plan.</li> </ul>  |
| Chief Executive Officer                      | <ul style="list-style-type: none"> <li>• Overall accountability for Council 's management of its risks</li> <li>• Accountable for the establishment of the Enterprise Risk Management system in Council and leads the conversation about risk – Council 's chief 'Risk Champion'</li> <li>• Setting the tone, culture and expectations for risk management and governance activities, and assigns appropriate responsibilities to the Executive Management Team</li> <li>• Ensures adequacy of resources for risk management activities and sets appropriate delegations for risk management activities</li> <li>• Establishes performance measures for the strategic goals' critical success factors and drives the Council's Risk Management objectives.</li> </ul>  |



**GOULBURN MULWAREE COUNCIL  
RISK MANAGEMENT POLICY**

| Position                  | Accountabilities and Responsibilities  |
|---------------------------|--|
| Executive Management Team | <ul style="list-style-type: none"> <li>• Accountable for ownership and management of risks in their respective directorate</li> <li>• Creates an environment where managing risk is an accepted and expected part of the normal operations.</li> <li>• Accountable for the effective implementation and continual improvement of the Risk Management Plan.</li> <li>• Implements monitoring and management of relevant performance measures for strategic goal's critical success factors within their area of responsibility.</li> <li>• Ensures that strategic and significant risks are reported in accordance with the ERM reporting requirements.</li> <li>• Recommends recurrent and discretionary allocation of funding to the broader Executive Management Team, for the purpose of managing risks identified as priority in accordance with the Risk Management Plan.</li> <li>• Ensuring operational risk management plans that identify, assess and manage key risks within their Directorates are developed and implemented.</li> </ul>  |
| Business Managers         | <ul style="list-style-type: none"> <li>• Accountable for managing risk within their area of responsibility, including monitoring and managing measures for the strategic goals' critical success factors.</li> <li>• Ensures that employees and relevant stakeholders apply the appropriate risk management tools and templates in the correct manner.</li> <li>• Are responsible for providing assistance and advice to staff in relation to the management of risks but not to take on the responsibility of another individual.</li> <li>• Monitor the respective operational risk profile assessments, determine and ensure implementation of control measures for risks identified, and escalate any significant risks to management in accordance with the risk management protocols.</li> <li>• Responsible Contract/Project Managers are to ensure risks associated with the engagement of contractors are appropriately identified and managed.</li> <li>• Responsible Contract/Project Managers are to ensure the responsibilities and accountabilities vested in the contractor are clearly documented and communicated to the Contractor.</li> </ul> |



**GOULBURN MULWAREE COUNCIL  
RISK MANAGEMENT POLICY**

| Position                                 | Accountabilities and Responsibilities   |
|--|---|
| All Staff, Volunteers<br>And Contractors | <ul style="list-style-type: none"> <li>• Applying sound risk management practices in accordance with Council policies and frameworks.</li> <li>• Perform duties in a manner which is within an acceptable level of risk to their own health and safety, other employees, volunteers, Council’s customers or the community in general.</li> <li>• Immediately report risk exposures and losses to supervisors and where possible act to minimise any further loss.</li> <li>• Be responsible for effective risk management practices and ensuring that managers are informed of risks associated with Council’s activities.</li> </ul> |

**RELATED DOCUMENTS**

This policy is the foundation document in the Enterprise Risk Management Framework and should be read in conjunction with the following:

- Risk Management Plan
- Risk Management Procedure
- Risk Management tools, systems and reports
- Audit, Risk and Improvement Committee Charter

| Version  | Council Meeting Date | Resolution | Adoption Date | Effective From |
|--|----------------------|------------|---------------|----------------|
| 1  | 19 July 2022         | 2022/240   | 19 July 2022  | 16 August 2022 |
| 2  | 15 August 2023       | 2023/179   |               |                |
|  |                      |            |               |                |
| <b>All policies can be reviewed or revoked by resolution of Council at any time.</b> |                      |            |               |                |

**DIRECTORATE:** Executive Services

**BUSINESS UNIT:** Governance

[REDACTED]

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**From:** [REDACTED]  
**Sent:** Tuesday, 12 September 2023 4:03 PM  
**To:** Council  
**Subject:** Response To Risk Management Policy Currently On Display  
**Attachments:** Response to GMC Risk Management Policy Sep 2023.pdf  
**Categories:** Muriel

To Whom It May Concern

Please find attached a response from Community Voice For Hume/G-M Community Sustainability Hub to the Risk Management Policy, that is currently on display.

Regards  
Bob Philipson

**Convenor, Community Voice for Hume**  
**Founder, Community Sustainability Hub**  
**Founder & Member, Landcare Goulburn Mulwaree - Regenerative Grazing and Farming Group**  
**M:** [REDACTED]  
**E:** [REDACTED]  
**W:** <https://www.cv-4h.org>

*I pay my respect to the Traditional Owners of the lands where I live, Gundungurra Country, as well as across the lands I travel through. I acknowledge and respect Elders past, present and emerging.*



#### **Response To The GMC's Risk Management Policy Document**

The Vision of Goulburn Mulwaree Council is: "To build and maintain sustainable communities while retaining the region's natural beauty".

In the GMC's Risk Management Policy document the widely acknowledged and greatest risk to the Community's Sustainability is not mentioned, namely the now rapidly changing climate.

Inadequate attention on the risks arising from the climate is likely to impact the GMC's Vision (for the Community) and create risk to further significant business investment in our LGA. Such investments could well go to the Bega Valley where action to build its sustainability are underwriting the growth of its economy.

The circular economy, adopted by the Bega Circular Valley improves business profit by reducing costs, whilst reducing waste and pollution. Indeed the GMC's own compost project is a fine example of the circular economy and an excellent one for other local councils to follow.

**Benefits of GMC's Compost Project are:-**

1. Generates income through the sale of the compost
2. Reduces costs associated with the linear (traditional) treatment of waste
3. Reduces environmental impacts, such as methane emissions and landfill space requirements
4. Turns a problem into a direct benefit to the community, eg inexpensive quality compost
5. Helps residents to understand the benefits of waste separation and recycling

**Based on past history the following look to be key climate risks in the G-M LGA:-**

1. Bushfires
2. Flooding
3. Water Shortages
4. Heavy power demand on hot days from A/C units
5. Impact on residents gardens and vegetable patches from drought and heavy frosts
6. Heat exhaustion in the elderly and disadvantaged due to lack of adequate insulation in their homes and limited income to pay for cooling and heating



7. Urban heat in parts of Marys Mount due to the density of housing, lack of green spaces and relatively high percentage of (dark) concreted areas

**At the same time, with risk comes economic opportunity, including:-**

- State Government funding to build community sustainability, something that the Bega Valley Council and other NSW Councils have benefitted from in the past.
- Long term local economic opportunity from the sale of products and services to build LGA-wide sustainability, e.g. insulation, water tanks, garden plants and mulch
- Attracting new businesses to Goulburn Mulwaree through its sustainability policies, as Bega Circular Valley is doing
- Building significant eco-tourism, starting in the Wetlands, with Aboriginal-led tours, something already discussed in a meeting with Danae Vitnell, Marina Hollands, Aboriginal Elder, Jennie Gordon and Heather West, leader of the Wetlands Group
- Better urban flood mitigation, as per two examples below, to turn a significant problem into a benefit.

**Political Benefits of Treating Climate as a Risk**

- The GMC will be seen as a leader in SE NSW in lowering community and business climate risk by building sustainability.

**Turning Risks Into Benefits**

The GMC' Risk Management Policy document states that opportunity can accompany risk, and some of the opportunities are identified above. In both of the two instances below where risks were turned in to opportunities to the benefit of the householder, this was achieved by viewing and managing those risks with a different mindset.

*In heavy rain the property at [REDACTED] Run-O-Waters* suffered from very significant amounts of water from a roadside culvert, together with significant sub-surface water from higher ground on the other side of the road. The water from the culvert swept down a dip below the culvert and ran down to the creek at the bottom of the property causing significant flooding and damage to plants.

Initially the householders attempted to drain the water but without success and on the advice of and help from Community Voice for Hume, the approach was changed to harvesting the water. CV4H is the founder of the G-M Community Sustainability Hub.

The water was harvested by building a combination of swales and ponds and the water from them used to plant of trees and shrubs, that cooled the ground and sequestered carbon in the soil. The work has resolved the flooding in all but the most extreme conditions and therefore helped significantly “drought-proof” the garden.

The above provided work for a digger operator, a landscape planner, gardeners and led to the purchase of a significant number of plants all of which was paid for by the property owners, with the exception of some free labour from CV4H.

██████████ is an excellent example of what can be achieved through risk management at minimal or no cost to the council. Further work has been done to map out how the project at ██████████ can be effected across the whole of Run-O-Waters, a project that could turn It into a tourist attraction.

Capturing Culver Water In the Main Swale a ██████████



***A similar project starting seven years ago has been run at 14 Uworra Close.*** In this case there was significant flooding on a section of the western side of the property that threatened the house. Previous attempts to resolve the issue through drainage by the original owners had failed and the new owners, the writer of this submission adopted the strategy of slowing and capturing the water. This was effected by creating barriers of organic material including mulch and the planting of trees and shrubs. Now the significant amounts of water are absorbed on the property and that has had financial and environmental benefits, including removing risk of flood damage to the house and garden.

**Flood Water From A Slope of Several Hundred Metres Diverted Around The Side Of the House And Absorbed In The Grass.**



**Water Capture and Regeneration Along Coolowyn and Wheeo Road**

Plans are in the early stages to take the lessons learned from the above two projects across the 20 acre of the subdivision bordered by Wheeo Road and Coolowyn Road.

When the subdivision was created a drainage system was constructed comprising a series of ponds of significant size, however these proved inadequate in very heavy rain and two of the three ponds are already degraded. The proposed, self-funded project, would replace the drainage pond who swales and ponds to capture the water and use it to cool the ground and to grow trees and shrubs, including on the nature strips.

### **Some Other Significant Urban Climate Risks and Mitigation**

#### ***Landscape and Riverine Restoration***

Over and above the very large opportunity to harvest water across Run-O-Waters ha would generate significant financial benefits and increase land values, there is an even larger opportunity across farm land.

Now mostly lost in the mists of time, and impacted by farm and urban development, is the large amount of water in the landscape, typically but not always in the form of "Chain-of-Ponds". An excellent example are the Mulwaree Ponds, see:-

<https://riversofcarbon.org.au/rivers-of-carbon-mulwaree/>. The Chain of Ponds provide water that will maintain moisture in the surrounding landscape, keeping the area cool, building carbon in the soil, helping with livestock grazing and the growing of crops.

The total financial benefit of rehydrating the farm landscapes in the Sydney Water catchment area, of which the Goulburn Mulwaree LGA represents a significant part, is in the order of \$1+bn. See <https://www.icer.org.au/projects/a-better-and-more-cost-effective-solution-to-the-proposed-%242%2B-billion-raising-of-the-warragamba-dam-wall>. NB Landcare Goulburn Mulwaree is a party to the foregoing submission.

#### **Climate Risks At Marys Mount And Mitigations**

A question that the GMC may like to consider in the context of its Risk Management Policy, is the climate impacts in Marys Mount that would seem to have some parallels with Western Sydney in respect of housing density, the significant percentage of dark roofs, dark concrete driveways and the limited size of the gardens.

Some of the mitigation actions that could help with the above could be effected at a reduced cost through group actions, an approach being adopted for a nature strip planting project being launched this week in Union Street:-

1. Planting in gardens and footpaths to increase moisture in the soil, thereby cooling the ground
2. House insulation to moderate temperatures and reduce power use and bills
3. Painting dark coloured driveways a lighter colour to mitigate temperatures
4. Promotion of rain-water tanks to reduce overall demand on municipal water
5. Installation of window blinds to moderate temperatures

#### **Estimating Financial Benefits Of Climate Sustainability Action**

The following Fact Sheet from a group called ZeroSE of that is a member of the G-M Sustainability Hub, as is Community Voice For Hume, identifies the financial benefits of reducing emissions in the G-M LGA both urban and on farms. The most benefit comes from the adoption of Regenerative Agriculture. CV4H launched the G-M Regenerative Agriculture that ran the highly successful "Lets Ge Earthy" Conference last year.

<https://zerose.space/wp-content/uploads/2022/04/Goulburn-Mulwaree-Fact-Sheet-v3.1.pdf>

#### **Goulburn Mulwaree Community Sustainability Hub**

The G-M CSH is in the process of being launched and has a similar agenda to the high profile Bega Circular Valley:- <https://begacircularvalley.com.au/circularity/>.

#### **Summary**

The Goulburn Mulwaree Community Sustainability Hub see:- <https://landcare.nsw.gov.au/groups/community-voice-for-hume/goulburn-mulwaree-sustainability-hub/>, creates key management strategies and economic opportunities in addressing the challenges detailed in this document.

Submission to Goulburn Mulwaree Council regarding the Risk Management Policy

I would like to make the following comments in this submission on behalf of the local Community Group of the Australian Conservation Foundation (ACF).

According to the NSW Government Climate Risk Ready NSW Guide,

*“- A leading organisation will have an executive that understands climate risks to the organisation and are committed to addressing them;*

- have allocated oversight of climate risk to a central, ongoing role (a climate risk officer);*
- have clear accountability for addressing climate risk;*
- have a risk management process that explicitly identifies climate risks;*
- have integrated consideration of climate risk into existing risk management, monitoring and reporting systems;*
- have a continuous improvement process in place to periodically review management of climate risks;*
- have appropriate resourcing for knowledge and capability building over time.” (Page 20)*

*“It is recommended that NSW Government organisations seek to meet a systematic level of climate risk management maturity.” (Page 21)*

There is no mention in the proposed policy document of climate risk despite the NSW Guide stating that climate risk should be integrated into existing risk management systems.

We have to consider the risks involved in doing nothing about addressing climate change. Where possible, the Council should attempt to mitigate such risks and as can be seen from the policy document, that involves full support at all levels of the council. As an example, we quote the ex-Vice President of the USA, Al Gore, addressing COP26 in Glasgow November 2021, *“the climate crisis and the biodiversity crisis are really, and truly, inextricably linked. We not only need to solve the climate crisis in order to protect nature, we also must protect nature in order to solve the climate crisis.”*

As a member of the ACF I am aware that in NSW alone there are close to 1000 animal and plant species at risk of becoming extinct. As Greg Mullins, former Commissioner of Fire and Rescue NSW said *“We have to talk about climate change because our bushfire season in Australia has changed forever.”* Biodiversity is affected by loss of habitat by land clearing, fire and flood. Goulburn has been fortunate in avoiding the kind of flooding seen in Lismore and other parts of the country, but it is necessary to plan for future climate risks including these. I have seen the map of this area which shows predicted flooding zones based on contours, and have taken part in a workshop run by CRJO Blueprint for Resilience, during which I was told this would be rolled out by Goulburn Mulwaree Council however I cannot see any reference to this.

The importance of biodiversity cannot be understated. NSW Environment and Heritage states *“it provides many benefits, including food, medicines and industrial products. It supplies clean air and water, and fertile soils. Australia is home to more than 1 million species of plants and animals, many of which are unique” 16 May 2023.* An obvious example is the importance of insects such as bees, moths, butterflies who help to pollinate food plants. Change in climate affects when the insects are active and when this fails to coincide with the growing season, we get reduced crop yield and food insecurity.

I urge the Council to include the terms “climate change” and “climate risk” in this document.

Roger Grice



**16.18 REVIEW OF CHILD SAFE POLICY**

**Author:** Business Manager Governance

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Child Safe Policy V1.0.23 for Business Paper 20231017.pdf  

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That

1. The report Review of Child Safe Policy by the Business Manager Governance be received.
2. The reviewed Child Safe Policy be adopted without public exhibition.

**BACKGROUND**

The Child Safe Policy was initially adopted by Council on 21 June 2022.

**REPORT**

The Child Safe Policy has been reviewed as part of the framework to meet Council’s obligations in relation to the National Principles for Child Safe Organisations.

The reviewed policy has the following amendments:

- Several legislative provisions which are not specifically related to this policy have been removed.
- A requirement for all Councillors to hold a valid Working with Children Check has been added.
- The roles and responsibilities for Councillors has been clarified to include adherence to the requirements of this policy, reportable conduct and responding and reporting obligations and the ability to demonstrate their awareness of their child safety responsibilities.

These amendments have been made to demonstrate Council’s leadership and commitment to creating and maintaining a child safe organisation.

The amendments to the Child Safe Policy are not considered substantial and therefore, it is recommended that Council adopt the reviewed Child Safe policy without public exhibition.



## **Child Safe Policy**





## GOULBURN MULWAREE COUNCIL CHILD SAFE POLICY

### POLICY OBJECTIVE

The purpose of this policy is to outline Goulburn Mulwaree Council's (Council) commitment to creating and maintaining a child safe organisation.

### LEGISLATIVE PROVISIONS

*Child Protection (Working with Children) Act 2012*  
*Child Protection (Working with Children) Regulation 2013*  
*Children and Young Persons (Care and Protection) Act 1998*  
*Children and Young Persons (Care and Protection) Regulation 2012*  
*Children's Guardian Act 2019*  
*Environmental Planning and Assessment (EPA) Act 1979*  
*Government Information (Public Access) Act 2009*  
*Ombudsman Act 1974*  
*Privacy and Personal Information Protection Act 1998*  
*State Records Act 1998*  
*Local Government Act 1993*

### POLICY STATEMENT

The policy applies to and informs all Council employees, Councillors, contractors and volunteers of their obligations in keeping children safe.

The policy will inform Council policies, procedures, strategies and actions that align with the continual enhancement of child safety in all Council activities.

#### **Commitment to child safety**

Children and young people have the right to be respected, empowered and safe. We are dedicated to listening to their views and committed to our responsibilities in keeping them safe.

#### **Background**

In December 2017, The Royal Commission into Institutional Responses to Child Sexual Abuse recommended taking action to make organisations across Australia safe for children. The Office of the Children's Guardian introduced the Child Safe Standards to improve the way organisations provide services for children and young people to prevent and respond to child abuse that may occur within organisations. Additionally, the development of the National Principles for Child Safe Organisations is a key national reform.

The 10 National Principles have been endorsed by all Commonwealth, State and Territory Governments. They provide a nationally consistent approach to embedding child safe cultures within organisations that engage children, and act as a vehicle to give effect to all Royal Commission recommendations related to child safe standards. The National Principles are:

- Principle 1: Child safety and wellbeing is embedded in organisations leadership, governance and culture.
- Principle 2: Children and young people are informed about their rights, participate in decisions affecting them and are taken seriously.
- Principle 3: Families and communities are informed and involved in promoting child safety and wellbeing.
- Principle 4: Equity is upheld and diverse needs respected in policy and practice.
- Principle 5: People working with children and young people are suitable and supported to reflect child safety and wellbeing values in practice.
- Principle 6: Processes to respond to complaints of child abuse are child focused.
- Principle 7: Staff and volunteers are equipped with the knowledge, skills and awareness to keep children and young people safe through ongoing education and training.
- Principle 8: Physical and online environments promote safety and wellbeing while minimising the opportunity for children and young people to be harmed.
- Principle 9: Implementation of the national child safe principles is regularly reviewed and improved.
- Principle 10: Policies and procedures document how the organisation is safe for children and young people.



## GOULBURN MULWAREE COUNCIL CHILD SAFE POLICY

### **Involving children in decision-making**

Council supports the active participation of children in our services, programs and events. Council will provide accessible opportunities and encourage children to take part in decisions that affect them now and in the future. This is to:

- Help us better meet their needs and interests
- Involve them in their community
- Encourage them to share their ideas and opinions
- Teach them a new skill.

Wherever applicable, we inform children and young people about what they can do if they feel unsafe.

### **Recruitment and screening**

Council employs a fit for purpose recruitment and selection process for all direct contact work with a child or young person where contact is a usual part of and more than incidental to the work as defined by the *Child Protection (Working with Children) Act 2012*.

A valid Working with Children Check (WWCC) is required for all Council employees and volunteers engaged in child-related work, and for all Councillors.

### **Training and induction**

Council will meet its training and induction obligations by ensuring that all Councillors, employees, volunteers and contractors are inducted in child safety and understand that child safety is everyone's responsibility. Councillors, employees, volunteers and contractors will be provided with training to support their understanding of Council's commitment to child safety and that everyone has a role to play in safeguarding children.

### **Reporting a child safety concern or complaint**

A reportable allegation is made where a child, young person, or adult makes an allegation, based on a reasonable belief that a Councillor, employee, contractor, or volunteer of Council has been, or allegedly been, involved in the harm or abuse of a child or young person.

All reportable allegations of child abuse must be reported to Council's Child Protection Officer (Business Manager Governance). Allegations can be reported by children or young people, families, Councillors, Council employees, contractors or volunteers. Council must immediately take the appropriate steps to assess and minimise any further risk of harm, as well as report the matter to the relevant oversight agencies and/or Police. Council will support relevant authorities' investigations into allegations of abuse or risk of harm to children and young people.

Concerns that a child or young person is suspected to be at risk of significant harm that does not involve Council must be reported to the relevant agency.

Council will meet its mandatory reporting obligations and will take action to protect children and young people at risk of significant harm.

For the purposes of this policy a child is a person under the age of 16 years and a young person is over the age of 16 years but under the age of 18 years.

### **Privacy and confidentiality**

Council is committed to protecting an individual's right to privacy. All personal information considered during the process of reporting or investigation will be collected and managed in accordance with Council's Privacy Management Policy. Personal information will only be disclosed to another party if there is a legislative requirement for such disclosure.

### **Risk management**

Council recognises the importance of a risk management approach to minimising the potential for child abuse or harm to occur and this informs all associated policies, strategies and actions.



## GOULBURN MULWAREE COUNCIL CHILD SAFE POLICY

To ensure Council maintains a child safe culture, all Councillors, employees, contractors and volunteers will be informed, resourced and supported to understand their role in providing a child safe environment.

### REPORTING

The Child Protection Officer (Business Manager Governance) will report to the Chief Executive Officer and the relevant agencies in accordance with child protection reporting obligations.

### ROLES AND RESPONSIBILITIES

#### Council

Publicly commits to child safety and embeds a child safe culture.

#### Chief Executive Officer

The Chief Executive Officer as Head of Agency is responsible for ensuring that Council fulfils its responding and reporting obligations and to notify the Office of the Children's Guardian (NSW) when an allegation of child abuse is made against a Councillor, employee, volunteer or contractor. The Chief Executive Officer is responsible for ensuring compliance with this policy and that all employees, Councillors, contractors and volunteers are informed, resourced and supported to understand their role in providing a child safe environment.

#### Child Protection Officer

Council's Public Officer is appointed as the Child Protection Officer and their responsibilities are:

- provide ongoing support and respond to concerns about the safety and wellbeing of children while engaged in services, programs or events delivered by council.
- to notify the Office of the Children's Guardian (NSW) when an allegation (of which they are aware) of child abuse is made against a Councillor, employee, volunteer or contractor.

#### Child Safe Advocate

Child Safe Advocates have been appointed across the organisation, and their responsibilities are to:

- Assist and provide advice to all employees on the Child Safe Policy and Procedure
- Provide guidance on child safe practices across Council.

#### Council employees, Councillors, contractors and volunteers

Council employees, Councillors, contractors and volunteers shall adhere to the requirements of this policy, reportable conduct and responding and reporting obligations, and be able to demonstrate their awareness of their child safety responsibilities.

All Council employees, Councillors, contractors and volunteers should be aware that the appointment by Council of a Child Protection Officer does not remove mandatory reporting obligations that other Officers of Council may have under s27 of the *Children and Young Persons (Care and Protection) Act 1998*.

All Council employees, Councillors, contractors and volunteers shall adhere to their reportable conduct and responding and reporting obligations and take action when a child or young person is at risk of harm.



**GOULBURN MULWAREE COUNCIL**  
CHILD SAFE POLICY

| Version  | Council Meeting Date | Resolution | Adoption Date | Effective From |
|--|----------------------|------------|---------------|----------------|
| 1  | 21 June 2022         | 2022/230   | 21 June 2022  | 19 July 2022   |
|  |                      |            |               |                |
|  |                      |            |               |                |
|  |                      |            |               |                |
| <b>All policies can be reviewed or revoked by resolution of Council at any time.</b> |                      |            |               |                |

**DIRECTORATE:** Executive Services

**BUSINESS UNIT:** Governance

**16.19 REVIEW OF AGENCY INFORMATION GUIDE**

**Author:** Business Manager Governance

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Agency Information Guide 2023.pdf  

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That

1. The report Review of Agency Information Guide by the Business Manager Governance be received.
2. The reviewed Agency Information Guide be adopted by Council.

**BACKGROUND**

Council’s legislative obligations under the *Government Information (Public Access) Act 2009* (GIPA Act) include a requirement to adopt an Agency Information Guide (AIG).

**REPORT**

The AIG allows the public to identify and access information held by Council. Section 20(1) of the GIPA Act prescribes the minimum elements of an AIG which are listed as follows:

- A description of the structure and functions of the agency.
- A description of the ways in which the functions of the agency affect members of the public.
- Specify any arrangements that exist to enable members of the public to participate in the formulation of the agency’s policy and the exercise of the agency’s functions.
- The various kinds of government information held by the agency, the kinds of government information it makes (or will make) publicly available and specify the manner in which it makes (or will make) it publicly available.

Council’s AIG has been reviewed in accordance with the above requirements. The AIG does not require public exhibition and therefore it is recommended Council adopt the reviewed AIG.



# Agency Information Guide

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## Introduction

Under the provisions of the *Government Information (Public Access) Act 2009* (GIPA) Act, members of the community have the ability to gain access to government information. This legislation encourages government agencies to proactively release information, creating greater transparency in the public sector to better meet the expectations of the community.

Section 20 of the GIPA Act requires Council to produce an Agency Information Guide and to review this document at intervals at not more than 12 months. This document is Goulburn Mulwaree Council's (Council) Agency Information Guide.

## Structure and Functions of Council

### Role of Governing Body

- To direct and control the affairs of the Council in accordance with this Act;
- To provide effective civic leadership to the local community;
- To ensure as far as possible the financial sustainability of the Council;
- To ensure as far as possible that the Council acts in accordance with the principles set out in Chapter 3 and the plans, programs, strategies and policies of the Council. To keep under review the performance of the Council, including service delivery;
- To make decisions necessary for the proper exercise of the Council's regulatory functions;
- To determine the process for appointment of the Chief Executive Officer by the Council and to monitor the Chief Executive Officer's performance;
- To determine the senior staff positions within the organisation structure of the Council;
- To develop and endorse the community strategic plan, delivery program and other strategic plans, programs, strategies and policies of the Council;
- To determine and adopt a rating and revenue policy and operational plans that support the optimal allocation of the Council's resources to implement the strategic plans (including the community strategic plan) of the Council and for the benefit of the local area;
- To consult regularly with community organisations and other key stakeholders and keep them informed of the Council's decisions and activities;
- To be responsible for ensuring that the Council acts honestly, efficiently and appropriately; and
- The governing body is to consult with the Chief Executive Officer in directing and controlling the affairs of the Council.

### Role of a Councillor

- To be an active and contributing member of the governing body of Council;
- To make considered and well informed decisions as a member of the governing body;
- To participate in the development of the integrated planning and reporting framework;
- To represent the collective interests of residents, ratepayers and the local community; and
- To facilitate communication between the local community and the governing body.

### Chief Executive Officer

Council's Principal Officer is the Chief Executive Officer. The Chief Executive Officer is responsible for:

- the efficient operation of the organisation;
- ensuring the decisions of the Council are implemented;
- advising the Mayor and the Council on the development and implementation of strategic plans and policies;
- ensuring that the Mayor and Councillors are given timely information, advice, administrative and professional support necessary to effectively discharge their functions;
- the day to day management of the Council;



- exercising any functions delegated by the Council;
- appointing, directing and where necessary dismissal of staff;
- implementing Council’s workforce management strategy; and
- any other functions that are conferred or imposed on the Chief Executive Officer by or under this or any other Act.

**Senior Staff**

To assist the Chief Executive Officer in exercising these functions there are four Directorates headed by a Director. Each Directorate carries a number of functional responsibilities; these are divided into Units and managed by a Business Unit Manager.

As well as the Directorates, the Chief Executive Officer is supported by an Executive Services Business Unit. The composition of this area is shown in the attached Organisational Structure.

**Council Functions**

All functions of Council come from statute, that being either from the *Local Government Act 1993* or a number of other Acts.

Councils are the level of government operating closest to the public and therefore the majority of Council’s functions will affect members of the public, whether directly or indirectly. Council recognises it is accountable to members of the public for its actions.

**Functions under the *Local Government Act 1993* include:**

|   |
|---|
| <b>Service Functions</b>  |
| Provision of community health, recreation, education and information services   |
| Environmental protection  |
| Waste removal and disposal  |
| Land and property, industry and tourism development and assistance              |
| Civil infrastructure and planning   |
| Civil infrastructure, maintenance and construction                              |
| <b>Regulatory Functions</b>   |
| Approvals   |
| Orders  |
| Building Certificates   |
| <b>Ancillary Functions</b>  |
| Resumption of land  |
| Powers of entry and inspection  |
| <b>Revenue Functions</b>  |
| Rates   |
| Charges   |
| Fees  |
| Borrowings  |
| Investments   |
| <b>Administrative Functions</b>   |
| Employment of staff   |
| Community Strategic and Management plans  |
| Financial reports   |
| Annual reports  |
| <b>Enforcement Functions</b>  |
| Proceedings for breaches of the Local Government Act 1993 and other legislation |
| Prosecution of offences   |
| Recovery of rates and charges   |

**Functions under other Legislation include:**

|   |   |
|---|---|
| Biodiversity Conservation Act 2016                  | Modern Slavery Act 2018                                       |
| Biosecurity Act 2015                                | Ombudsman Act 1974  |
| Boarding Houses Act 2012                            | Pesticides Act 1999   |
| Building and Development Certifiers Act 2018        | Plumbing and Drainage Act 2011                                |
| Cemeteries and Crematoria Act 2013                  | Privacy and Personal Information Protection Act 1998          |
| Children’s Guardian Act 2019                        | Protection of the Environment Operations Act 1997             |
| Civil Liability Act 2002                            | Public Health Act 2010  |
| Community Land Development Act 2021                 | Public Interest Disclosures Act 1994                          |
| Community Land Management Act 2021                  | Public Spaces (Unattended Property) Act 2021                  |
| Companion Animals Act 1998                          | Roads Act 1993  |
| Contaminated Land Management Act 1997               | Road Transport Act 2013                                       |
| Conveyancing Act 1919                               | Rural Fires Act 1997  |
| Crown Land Management Act 2016                      | Smoke Free Environment Act 2000                               |
| Crown Lands Act 1989                                | State Emergency Rescue Management Act 1989                    |
| Environmental Planning and Assessment Act 1979      | State Emergency Service Act 1989                              |
| Fines Act 1996                                      | State Records Act 1998  |
| Fluoridation of Public Water Supplies Act 1957      | Strata Schemes Development Act 2015                           |
| Food Act 2003                                       | Strata Schemes Management Act 2015                            |
| Geographical Names Act 1966                         | Surveying and Spatial Information Act 2002                    |
| Government Information (Public Access) Act 2009     | Swimming Pools Act 1992                                       |
| Graffiti Control Act 2008                           | Tattoo Parlours Act 2012                                      |
| Heritage Act 1977                                   | Transport Administration Act 1988                             |
| Inclosed Lands Protection Act 1901                  | Trees (Disputes Between Neighbours) Act 2006                  |
| Land Acquisition (Just Terms Compensation) Act 1991 | Unclaimed Money Act 1995                                      |
| Library Act 1939                                    | Waste Avoidance and Resource Recovery Act 2001                |
| Liquor Act 2007                                     | Water Management Act 2000                                     |
| Local Land Services Act 2013                        | Work Health and Safety Act 2011                               |
| Major Events Act 2009                               | Workplace Injury Management and Workers Compensation Act 1998 |

**Impact of Council Functions on Members of the Public**

|                |  |
|----------------|--|
| Service        | Service functions affect members of the public as Council provides services and facilities to the public. These include provision of human services such as Meals on Wheels, libraries, halls and community centres, recreation facilities, infrastructure and the removal of garbage.     |
| Regulatory     | Regulatory functions place restrictions on developments and buildings to ensure that they meet certain requirements affecting the amenity of the community and not endanger the lives and safety of any person. Members of the public must be aware of, and comply with, such regulations. |
| Ancillary      | Ancillary functions affect only some members of the public. These functions include, for example, the resumption of land or the power for Council to enter onto a person's land. In these circumstances, only the owner of the property would be affected.                                 |
| Revenue        | Revenue functions affect members of the public directly in that revenue from rates and other charges paid by members of the public is used to fund services and facilities provided to the community.  |
| Administrative | Administrative functions do not necessarily affect members of the public directly but have an indirect impact on the community through the efficiency and effectiveness of the service provided.   |

|                                    |   |
|------------------------------------|---|
| Enforcement                        | Enforcement functions only affect those members of the public who are in breach of certain legislation. This includes matters such as the non-payment of rates and charges, unregistered dogs and parking offences.   |
| Community Planning and Development | Community planning and development functions affect areas such as cultural development, social planning and community profile and involves: <ul style="list-style-type: none"> <li>Advocating and planning for the needs of our community. This includes initiating partnerships; participating on regional, State or Commonwealth working parties; and preparation and implementation of the Community Plan.</li> <li>Providing support to community and sporting organisations through provision of grants, training and information.</li> <li>Facilitating opportunities for people to participate in the life of the community through the conduct of a range of community events such as Seniors Week, NAIDOC Week, Youth Week, Children's Week, as well as promoting other events.</li> </ul> |

**Public Participation in Formulating Policies and Council Functions**

Council actively encourages and values public participation in the exercise of its functions and in formulating policies.

There are a number of avenues the public have to participate in formulating Council policies and/or exercising Council's functions.

**Policy Formulation**

Council's policies are determined by the elected Council at Council Meetings which are open to the public. All new Council policies are placed on public exhibition prior to adoption to invite submissions from the public. Any existing policy with substantial changes will also be placed on public exhibition to enable submissions from the public. All submissions received are then considered by Council prior to the adoption of the policy.

**Open Council Meetings & Public Forum**

Council holds Ordinary Meetings on the third Tuesday of each month, commencing at 6pm. These meetings are open for members of the public to attend. In addition, members of the public are encouraged to make use of the Public Forum session held at the commencement of each Ordinary Meeting. Public Forum assists members of the public to address Council on any issue, including those items on the agenda. For more information on Council's Public Forum, including registering for Public Forum, please contact Council on 4823 4444.

**Submissions to Council**

Council provides opportunities for the public to make submissions to Council on a range of Council functions and publications. Public exhibition periods are advertised with details of how to make a submission to Council.

**Legislative Provisions**

Various Acts and Regulations provide the opportunity for members of the public to be involved in Council's decisions through submissions, comments or objections to proposals. Examples include levels of rates, fees and charges, policy, content of management plans and granting development and building approvals.

**Community Engagement**

Community engagement is tailored to the project, proposal or plan and can include surveys, community workshops, online forums and other participation tools.

Community members can also stay up to date on news and media by accessing the following website and social media account utilised by Council:

- [www.goulburn.nsw.gov.au](http://www.goulburn.nsw.gov.au)
- [www.facebook.com/goulburnmulwareecouncil](https://www.facebook.com/goulburnmulwareecouncil)

**Feedback**

Council welcomes constructive feedback about the exercise of its functions and its delivery of services to the community. Feedback and complaints can be provided verbally or in writing by email to [council@goulburn.nsw.gov.au](mailto:council@goulburn.nsw.gov.au)

**Council Committees & Working Parties**

Council's Committees and Working Parties provide another avenue for members of the public to participate in policy development and Council functions. A number of Council Committees and Working Parties comprise or include members of the public.

Council is also represented on a number of External Committees by Councillors and staff. Participation in these committees allows our Local Government Area to be represented within the wider community.

**Council Information****Access to Information under *Government Information (Public Access) Act 2009* (GIPA Act) Provisions**

Most information held by Council will be made available to the public under the GIPA Act provisions through four channels:

- Open access information
- Proactive release
- Informal application
- Formal access application

Council's Right to Information Officer deals with requests from the public concerning Council's affairs and can assist people to gain access to public information of Council. The Public Officer is also Council's Right to Information Officer and is responsible for determining applications for access to information or for the amendments of information.

**Open Access Information**

Section 6 of the GIPA Act and the *Government Information (Public Access) Regulation 2018* (GIPA Reg) prescribe open access information for local government which must be publicly available. The relevant Council documents include:

- Agency Information Guide
- Policy documents
- Disclosure Log
- Contracts Register
- Code of Meeting Practice
- Agendas and business papers for Council and Committee meetings (excluding those papers for matters considered a part of the meeting closed to the public)
- Code of Conduct
- Annual Report
- Annual Financial Report
- Auditor's Report
- Management Plan
- EEO Management Plan
- Annual reports of bodies exercising functions delegated by Council
- Returns of Interests of Councillors and designated persons
- Land Register
- Register of Investments
- Delegations Register

- Graffiti Removal Works Register
- Declarations of Disclosures of Political Donations Register
- Register of Voting on Planning Matters
- Policies adopted concerning approvals and orders
- Plans of Management for community land
- Environmental Planning Instruments, Development Control Plans and Contributions Plans
- Development Applications and associated documents
- Records of decisions on Development Applications
- Applications for Approvals under Part 7 of the *Local Government Act*
- Applications for approvals under any other Act and associated documents
- Records of approvals granted or refused
- Orders
- Records of Building Certificates
- Plans of land proposed to be compulsorily acquired by Council
- Compulsory acquisition notices
- Leases and licenses for use of public land classified as community land

Where any of the above is not available from Council's website, it will be made available by contacting Council's Customer Service. Copies of the documents can also be provided. (Note photocopying/scanning charges may apply as set out in Council's Schedule of Fees and Charges).

#### **Proactive Release**

In addition to the information outlined above, Council will make as much other information as possible publicly available in an appropriate manner, including on Council's website. Any proactive release information will be available free of charge and will include frequently requested information or information of public interest that has been released as a result of other requests.

As part of its proactive release strategy, Council maintains a register of all informal requests for information received to readily identify the type of information frequently requested with the view of making such information publicly available on its website, subject to Copyright and Privacy provisions.

#### **Informal Release**

Information which is not available as open access information or proactive release may be provided through informal release. Council will endeavour to release information in response to such a request subject to any reasonable conditions as Council deems fit to impose.

Council is authorised to release information unless there is an overriding public interest against disclosure. To enable the release of as much information as possible, Council is also authorised to redact content from a copy of information to be released, if the inclusion of the redacted information would otherwise result in an overriding public interest against disclosure.

Under informal release, Council has the authority to decide how the information is released.

#### **Formal Access Application - Release**

Prior to lodging a formal access application, a person seeking information from Council should check if the information is already available on Council's website or could easily be made available through an informal request.

Council will require a formal access application to be submitted where the information sought:

- is of a sensitive nature that requires careful weighting of the considerations in favour of and against disclosure; or
- contains personal or confidential information about a third party that requires consultation; or
- would involve an unreasonable amount of time and resources to produce.

Formal access applications are to be submitted using the application form provided by Council for this purpose. Formal access applications will be processed according to the provisions and requirements and the applicable fees and charges as set out in the GIPA Act.

It is recommended that members of the public contact the Public Officer before lodging a formal access application to ensure that documents are available or can be made available when required.

Formal access applications under the GIPA Act will incur a \$30 application fee; a further processing charge of \$30 per hour will be imposed thereafter of processing time. In certain circumstances individuals may be eligible for a reduction of all fees and charges in accordance with Section 9 of the GIPA Reg.

#### **Copyright Legislation**

Copyright issues may arise when requests are made for copies of documents held by Council.

The Commonwealth Copyright Act 1968 takes precedence over State legislation. Therefore, the right to copy documents under the GIPA Act does not override the Copyright Act. Nothing in the GIPA Act or GIPA Reg permits Council to make government information available in any way that would constitute an infringement of copyright.

Access to copyrighted documents will be granted by way of inspection only, unless the copyright owner's written consent is provided. Where authority is unable to be obtained, you must demonstrate to council your attempts to obtain such consent.

Copyright material includes, but is not limited to, plans/drawings, consultant reports and survey reports.

#### **Property Information Request**

Council is able to release some information relating to a development file such as development consents, construction certificates, inspections, occupation certificates and plans and reports subject to copyright restrictions.

Development applications received, or records of decisions made after 1 July 2010 are classified as open access documents under the GIPA Act and GIPA Reg. This means any member of the public is able to view/obtain copies of these documents without permission from the property owner with a Property Information Request. (Note photocopying/scanning charges may apply as set out in Council's Schedule of Fees and Charges).

Development applications received, or records of decisions made before 1 July 2010 (as well as associated documents and records of decision) are not classified as open access documents under the GIPA Act and the GIPA Reg. To view/obtain copies of these documents the current property owner's written consent is required with a Property Information Request. Where the property is owned by a company, an ASIC report is required to show you can act on behalf of the company. (Note search and photocopying/scanning charges apply as set out in Council's Schedule of Fees and Charges).

#### **Access to Personal Information**

Access to certain information may be limited in accordance with the *Privacy and Personal Information Protection Act 1998* (PIIP Act) and the *Health Records and Information Privacy Act 2002* (HRIP Act). The PIIP Act and HRIP Act provide for the protection of personal and health information and for the protection of the privacy of individuals generally.

In accordance with the PIIP Act and the HRIP Act, Council has adopted a Privacy Management Policy (available on Council's website) which outlines Council's practice for dealing with privacy and personal information in accordance with Information Protection Principles contained within the PIIP Act and the Health Protection Principles contained within the HRIP Act.

**CONTACT INFORMATION**

**Public Officer**

The Business Manager Governance is Council’s Public Officer. The Public Officer may deal with requests from the public concerning the Council's affairs and has the responsibility of assisting people to gain access to public documents of the Council.

**Right to Information Officer**

The Information Access Officer, in addition to the Public Officer, is Council’s Right to Information Officer. The Right to Information Officer is responsible for the processing of requests for information and assisting people to gain access to public documents of Council.

The Public Officer and Right to Information Officer can be contacted as follows:

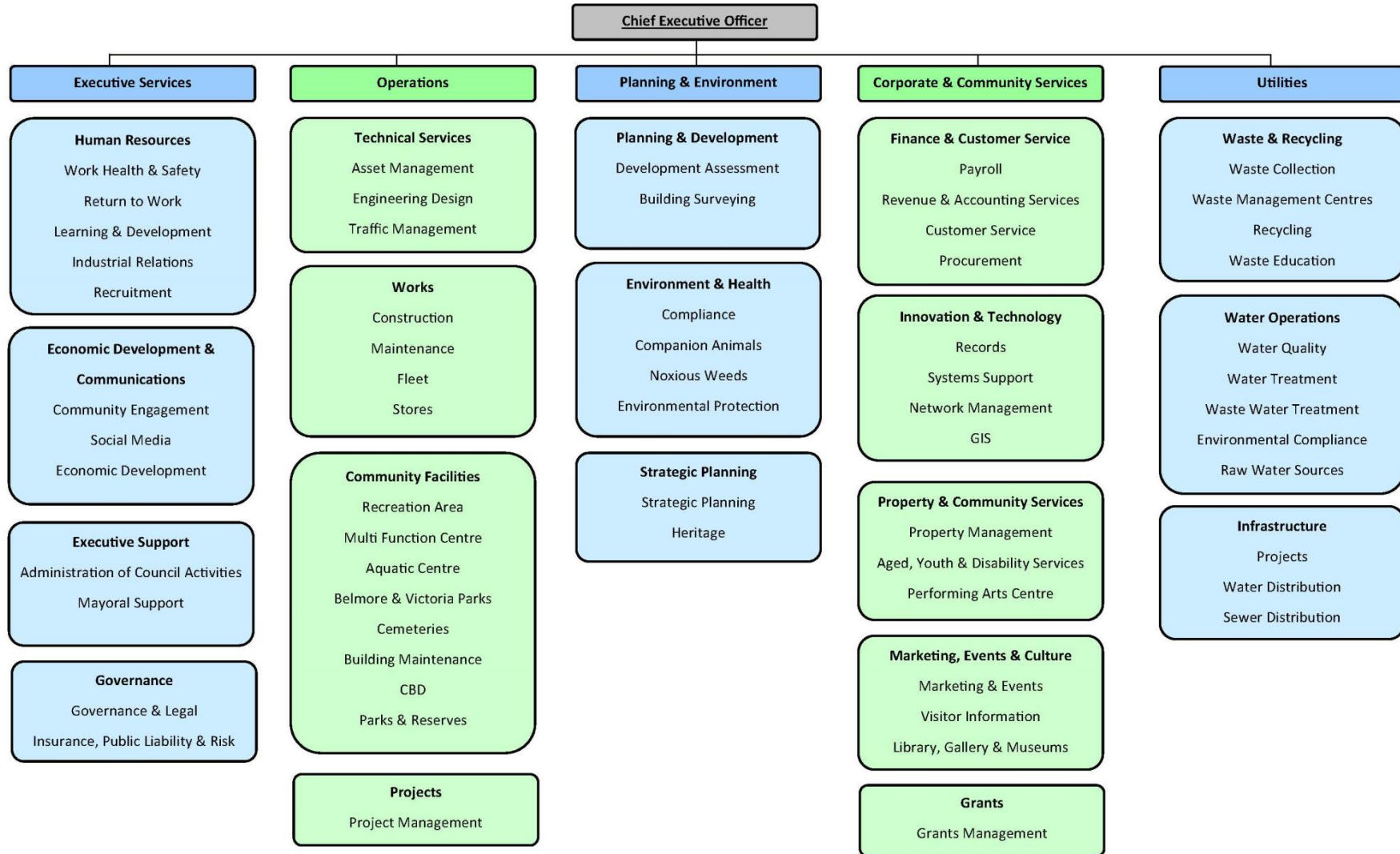
Goulburn Mulwaree Council Civic Centre  
 184-194 Bourke Street  
 GOULBURN NSW 2580  
 Phone: (02) 4823 4444  
 E-mail: council@goulburn.nsw.gov.au

**INFORMATION AND PRIVACY COMMISSION**

Questions concerning the GIPA Act or access to government information can also be directed to the Office of the Information and Privacy Commission who can be contacted on 1800 472 679 or through their website: [www.ipc.nsw.gov.au](http://www.ipc.nsw.gov.au)

| Version | Council Meeting Date | Resolution | Adoption Date | Effective From |
|---------|----------------------|------------|---------------|----------------|
|         |                      |            |               |                |
|         |                      |            |               |                |
|         |                      |            |               |                |
|         |                      |            |               |                |

# ORGANISATIONAL STRUCTURE







**16.20 DISCLOSURES BY COUNCILLORS AND DESIGNATED PERSONS RETURN 2022-2023**

**Author:** Business Manager Governance

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Register of Disclosures by Councillors and Designated Persons Return 2022-2023.pdf  

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That

1. The report from the Business Manager Governance on Disclosures by Councillors and Designated Persons Return 2022-2023 be received.
2. The Register of Disclosures by Councillors and Designated Persons Return 2022-2023, as tabled, be noted.

**BACKGROUND**

The purpose of the report is to table the Disclosure of Interests Return in accordance with Section 4.21 of Council’s Code of Conduct (the Code).

**REPORT**

In accordance with section 4.21 of the Code, Councillors and designated persons must make and lodge a return in the form set out in Schedule 2 of the Code.

Section 4.8 of the Code identifies that the Chief Executive Officer and other senior staff of Council are designated persons. Council may also identify a member of staff or a delegate or member of a Council committee to be considered a designated person.

Council has previously identified positions which are considered to fit within this definition. The occupants of those positions are considered designated persons in accordance with section 4.8 of the Code. Attached is a list of Councillors and the positions identified as designated persons.

Due to vacancies for the positions of Business Manager Technical Services, Business Manager Waste & Recycling and Team Leader Building Surveying, a return has not been received for these designated persons.

The returns are considered open access information in accordance with the *Government Information (Public Access) Act 2009*. The returns are placed on a Register of Returns which is available for inspection and is tabled at the Council meeting in accordance with the requirements of section 4.26 of the Code. The returns will also be made available on Council’s website.

Register of Disclosures by Councillor and Designated Persons Return  
2022-2023



| Position                                       | Directorate                    |
|--|--------------------------------|
| Business Manager Finance                       | Corporate & Community Services |
| Business Manager Innovation Technology         | Corporate & Community Services |
| Business Manager Marketing Events & Culture    | Corporate & Community Services |
| Business Manager Property & Community Services | Corporate & Community Services |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Councillor                                     | Council                        |
| Business Manager Governance                    | Executive Services             |
| Business Manager Human Resources               | Executive Services             |
| Chief Executive Officer                        | Executive Services             |
| Director Corporate & Community Services        | Executive Services             |
| Director Operations                            | Executive Services             |
| Director Planning & Environment                | Executive Services             |
| Director Utilities                             | Executive Services             |
| Economic Development Manager                   | Executive Services             |
| Business Manager Community Facilities          | Operations                     |
| Business Manager Projects                      | Operations                     |
| Business Manager Technical Services            | Operations                     |
| Business Manager Works                         | Operations                     |
| Assistant Building Surveyor                    | Planning & Environment         |
| Assistant Development Assessment Officer       | Planning & Environment         |
| Building Surveyor                              | Planning & Environment         |
| Building Surveyor                              | Planning & Environment         |
| Building Surveyor                              | Planning & Environment         |
| Business Manager Environment & Health          | Planning & Environment         |
| Business Manager Planning & Development        | Planning & Environment         |
| Business Manager Strategic Planning            | Planning & Environment         |
| Development Assessment Officer                 | Planning & Environment         |
| Environment & Biodiversity Assessment Officer  | Planning & Environment         |
| Environmental Health & Compliance Coordinator  | Planning & Environment         |
| Environmental Health Officer                   | Planning & Environment         |
| Environmental Health Officer                   | Planning & Environment         |
| Landscape & Heritage Planner                   | Planning & Environment         |
| Regulatory Services Coordinator                | Planning & Environment         |
| Senior Building Surveyor                       | Planning & Environment         |
| Senior Development Assessment Officer          | Planning & Environment         |
| Senior Development Assessment Officer          | Planning & Environment         |
| Senior Development Assessment Officer          | Planning & Environment         |
| Senior Strategic Planner                       | Planning & Environment         |
| Senior Strategic Planner                       | Planning & Environment         |
| Team Leader Building Surveying                 | Planning & Environment         |
| Team Leader Development Assessment             | Planning & Environment         |
| Business Manager Infrastructure                | Utilities                      |
| Business Manager Waste & Recycling             | Utilities                      |
| Business Manager Water Operations              | Utilities                      |

**16.21 GRANTS UPDATE**

**Author:** Senior Grants Officer  
 Director Corporate & Community Services

**Authoriser:** Aaron Johansson, Chief Executive Officer

**Attachments:** 1. Grants Council Report 1 July 2023 to 30 September 2023.pdf  

|  |   |
|--|---|
| <b>Link to Community Strategic Plan:</b> | 28. Our Civic Leadership CL4 Actively investigate and communicate funding sources and collaboration opportunities that can strengthen the region. |
| <b>Cost to Council:</b>                  | Income generated as noted below.  |
| <b>Use of Reserve Funds:</b>             | Nil   |

**RECOMMENDATION**

That the report on the grants update from the Senior Grants Officer and the Director of Corporate and Community Services be received and noted.

**BACKGROUND**

This report provides an update on grant activities from 1 July 2023 to 30 September 2023.

**REPORT**

A copy of the grant update report is attached for information.



Quarterly Grants Report 1 July 2023 to 30 September 2023

**Successful Grants**

| Grant Project Name   | Grant Program                            | Grant Source      | Notification Date | Grant Amount Approved |
|--|--|-------------------|-------------------|-----------------------|
| Procurement Project - conference attendance                    | LGP Procurement Capability Grant Program | Operational State | 14/07/2023        | \$ 1,950              |
| Voices of the Big Empty  | Create NSW Youth Holiday Break           | Operational State | 18/07/2023        | \$ 20,000             |
| Goulburn Historic Waterworks - painting of the 1880s Pumphouse | Caring for State Heritage                | Operational State | 10/08/2023        | \$ 17,700             |
| Storm Quality Improvement Devices Audit Project                | Water NSW                                | Operational State | 17/08/2023        | \$ 160,000            |
| Spring 23-24 School Holiday activities                         | Holiday Break Program                    | Operational State | 8/09/2023         | \$ 8,000              |
| Rocky Hill Museum Collection - Significance Assessment         | Community Heritage Grants Program        | Operational State | 18/09/2023        | \$ 5,500              |
| Small Business Month   | Small Business Commissioner              | Operational State | 22/09/2023        | \$ 2,500              |
| Regional and Local Road Maintenance in Goulburn Mulwaree LGA   | Regional Emergency Road Repair program   | Operational State | 27/09/2023        | \$ 3,274,116          |
|  |  |                   |                   | <b>\$ 3,489,766</b>   |

**Unsuccessful Grants**

| Grant Project Name                                      | Grant Program        | Grant Source  | Notification Date | Grant Amount Requested |
|---|----------------------|---------------|-------------------|------------------------|
| Emergency repair to Goulburn Historic Waterworks Boiler | Emergency Works Fund | Capital State | 15/09/2023        | \$ 10,000              |
|   |                      |               |                   | <b>\$ 10,000</b>       |

**Grants Awaiting Notification**

| Grant Project Name  | Grant Program   | Grant Source             | Expected Notification Date | Grant Amount Requested |
|---|---|--------------------------|----------------------------|------------------------|
| Mighty Playwrights  | Ansvar Insurance community education Program                            | Not Applicable           | 1/05/2023                  | \$ 22,000              |
| Risky Roads Use Skills Program  | National Road safety Action Grants Program                              | Operational Commonwealth | 4/07/2023                  | \$ 22,120              |
| Copford Reach Boat Ramp Upgrade Project                               | Boating Now Program (Assessing whether fund will continue)              | Capital State            | 16/08/2023                 | \$ 256,788             |
| Currawang Causeway Betterment   | Infrastructure Betterment Fund  | Capital State            | 28/08/2023                 | \$ 3,443,054           |
| Goulburn Regional Hockey Centre Redevelopment (Stage 2) Project (EOI) | Growing Regions Fund Stage 1  | Capital State            | 15/09/2023                 | \$ 1,097,845           |
| Mighty Playwrights 2023   | Children and Young People Wellbeing Recovery Initiative - Small Grants  | Operational State        | 30/09/2023                 | \$ 10,000              |
| Youth Mentoring Kokoda Trek 2023                                      | Children & Young People Wellbeing Recovery Initiative (event completed) | Operational State        | 30/09/2023                 | \$ 50,000              |
| Goulburn Overland Flooding Risk Study & Management Plan               | Floodplain Management Program   | Capital State            | 10/10/2023                 | \$ 99,999              |



Quarterly Grants Report 1 July 2023 to 30 September 2023

**Grants Awaiting Notification continued**

| Grant Project Name                         | Grant Program  | Grant Source             | Expected Notification Date | Grant Amount Requested |
|--|--|--------------------------|----------------------------|------------------------|
| Arts Access Workshops                      | IMB Bank Community Foundation                                  | Not Applicable           | 1/11/2023                  | \$ 10,674              |
| Auburn Street Activation Precinct          | EOI - Business Improvement District Pilot Program              | Operational Commonwealth | 30/11/2023                 | \$ 100,000             |
| Lansdowne Street Rehabilitation            | Heavy Vehicle Safety and Productivity Program                  | Capital Commonwealth     | 30/11/2023                 | \$ 975,446             |
| Glynmar Causeway Reconstruction            | Bridges Renewal  | Capital Commonwealth     | 30/11/2023                 | \$ 1,027,000           |
| Currawang Road Upgrade Project             | Bridges Renewal Program  | Capital Commonwealth     | 30/11/2023                 | \$ 4,024,739           |
| Drought Resilience Project                 | Regional Drought Resilience Planning Program Round 2           | Operational State        | 15/12/2023                 | \$ 450,000             |
| CBD Marketing Testing Study                | Strategic Planning Fund  | Operational State        | 31/12/2023                 | \$ 64,950              |
| Bus Stops Hume, Lambert, Dalley Middle Arm | Country Passenger Transport Infrastructure Grants Scheme 23-24 | Operational State        | 31/12/2023                 | \$ 80,000              |
| Rocky Hill War Memorial Virtual Tour Guide | Volunteer Museum Grants - 2023 Project Development Grants      | Operational State        | 10/01/2024                 | \$ 5,940               |
| Mighty Playwrights                         | Arts & Cultural Funding - CREATE NSW                           | Operational State        | 30/10/2023                 | \$ 29,000              |
|  |  |                          |                            | <b>\$ 11,769,555</b>   |

**Grants Withdrawn by Funding Body**

| Grant Project Name                                    | Grant Program                | Grant Source      | Notice of cancellation | Grant Amount Requested |
|---|------------------------------|-------------------|------------------------|------------------------|
| Run-O-Waters Development Precinct Access Road Project | Growing Regional Economies   | Capital State     | 22/09/2023             | \$ 6,201,712           |
| Bungendore road                                       | Regional Road Repair Program | Operational State | 27/09/2023             | \$ 456,037             |
| Highlands Way   | Regional Road Repair Program | Operational State | 27/09/2023             | \$ 283,082             |
|   |                              |                   |                        | <b>\$ 6,940,831</b>    |

**Grants In Progress**

| Grant Project Name                                  | Grant Program                              | Grant Source  | Due Date  | Grant Amount Requested |
|---|--|---------------|-----------|------------------------|
| Victoria Park Precinct (pending Council resolution) | Regional Precincts and Partnership Program | Capital State | 1/04/2024 | \$ 10,000,000          |
|   |  |               |           | <b>\$ 10,000,000</b>   |

**16.22 MINUTES OF THE TRAFFIC COMMITTEE MEETING HELD ON 5 OCTOBER 2023****Author:** Director Operations**Authoriser:** Aaron Johansson, Chief Executive Officer**Attachments:** 1. Minutes of the Traffic Committee Meeting held on 5 October 2023**RECOMMENDATION**

That:

1. The report from the Director Operations regarding the Traffic Committee minutes from Thursday 5 October 2023 be received.
2. The Traffic Committee minutes from Thursday 5 October 2023 be confirmed.
3. The report from the Road Safety and Traffic Officer on the Ongoing Task List be received and the information noted. Items marked as completed will be removed from the task list.
4. The report on the programs and activities of the Road Safety and Traffic Officer for August to September 2023 be received and noted.
5. The proposed removal of the permit parking scheme at Goulburn Mulwaree Council Hospital Precinct be endorsed.
6. The raised pedestrian crossing (wombat) designs at Park Road, McDermott Drive, Goulburn and George Street, Marulan be noted.

**REPORT**

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

Please find attached the minutes of the LTC from its meeting 05 October 2023.



**OUR VISION & VALUES** ONE TEAM DELIVERING WITH

**PRIDE**

Passion | Respect | Innovation | Dedication | Excellence

**OUR MISSION** TO BE EASY TO DO BUSINESS WITH

# MINUTES

## Traffic Committee Meeting

**5 October 2023**

**Order Of Business**

|          |  |          |
|----------|--|----------|
| <b>1</b> | <b>Apologies .....</b>   | <b>4</b> |
| <b>2</b> | <b>Late Items / Urgent Business .....</b>  | <b>4</b> |
| <b>3</b> | <b>Disclosure of Interests .....</b>   | <b>4</b> |
| <b>4</b> | <b>Confirmation of Minutes.....</b>  | <b>4</b> |
| 4.1      | Minutes of the Traffic Committee Meeting held on 3 August 2023.....  | 4        |
| <b>5</b> | <b>Items for Consideration.....</b>  | <b>5</b> |
| 5.1      | Ongoing Task List .....  | 5        |
| 5.2      | Road Safety And Traffic Officers Report For Projects For August - September 2023.....                                | 6        |
| 5.3      | Proposed Removal Of The Permit Parking Scheme At Goulburn Mulwaree Council Hospital Precinct .....                   | 6        |
| 5.4      | Raised Pedestrian Crossing (Wombat) Designs At Park Road, McDermott Drive, Goulburn and George Street, Marulan. .... | 7        |
| <b>6</b> | <b>Task list .....</b>   | <b>7</b> |
| 6.1      | Task List.....   | 7        |



**MINUTES OF GOULBURN MULWAREE COUNCIL  
TRAFFIC COMMITTEE MEETING  
HELD AT THE HETHERINGTON STREET WORKS DEPOT, WINDELLAMA ROOM  
ON THURSDAY, 5 OCTOBER 2023 AT 9.00AM**

**PRESENT:** Cr Andrew Banfield, Mrs Tracey Norberg - Road Safety and Traffic Officer GMC, Cr Steven Ruddell, Ms Annette Perram TfNSW, Inspector in Charge Matthew Hinton

**IN ATTENDANCE:** Mr George Angelis – Director Operations GMC, Mr Justin Wakefield – Acting Business Manager Assets and Design GMC, Mrs Kiran Mishra – Administration Officer GMC

**1 APOLOGIES**

**COMMITTEE RESOLUTION 2023/40**

**Moved:** Cr Andrew Banfield

**Seconded:** Cr Steven Ruddell

**That the apology received from Ms Stacey Scott – PBC Bus Company be accepted and leave of absence granted.**

**CARRIED**

**2 LATE ITEMS / URGENT BUSINESS**

NIL

**3 DISCLOSURE OF INTERESTS**

NIL

**4 CONFIRMATION OF MINUTES**

**4.1 MINUTES OF THE TRAFFIC COMMITTEE MEETING HELD ON 3 AUGUST 2023**

**COMMITTEE RESOLUTION 2023/41**

**Moved:** Cr Steven Ruddell

**Seconded:** Inspector in Charge Matthew Hinton

**That the Traffic Committee minutes from Thursday 3 August 2023 be confirmed.**

**CARRIED**

## 5 ITEMS FOR CONSIDERATION

### 5.1 ONGOING TASK LIST

#### COMMITTEE RESOLUTION 2023/42

Moved: Cr Andrew Banfield

Seconded: Ms Annette Perram

That:

1. The report from the Road Safety and Traffic Officer on the Ongoing Task List be received and the information noted.
2. Items marked as completed will be removed from the task list

| Responsible Officer                    | Task   | Report by/Status  |
|--|--|---|
| Road Safety and Traffic Officer        | Write to TfNSW to reconsider the appointment of a Crossing Supervisor at the Eastgrove School                            | 5 October 2023<br>Complete  |
| Road Safety and Traffic Officer        | Share the Audit report conducted for the pedestrian crossing at Goulburn East Public School                              | 5 October 2023<br>Complete  |
| Road Safety and Traffic Officer        | Talk to SES and Rural Fire Services about crashes and near misses at the Windellama Road and Oallen Ford intersection    | 5 October 2023<br>Complete<br>SES reported there have been no crashes and they fully support 'STOP' sign placement.                       |
| NSW Police                             | To look at internal data on crashes at the Windellama Road and Oallen Ford intersection                                  | 5 October 2023<br>To report at next Traffic Committee   |
| Administration Officer                 | SRP required for Cr Ruddell's enquiry about plants blocking vehicle sight at the corner of Faithfull and Bradley Streets | 5 October 2023<br>Complete<br>Raised service request to trim vegetation - TG/0065/2324  |
| Road Safety and Traffic Officer (RSTO) | Place speed trailer back at Dixon St for further data capture  | 5 October 2023<br>Speed Trailers has been in Dixon Street in August and September. To be relocated and data presented at the next meeting |
| Road Safety and Traffic Officer (RSTO) | Investigate the installation of a pedestrian crossing on Bourke Street in front of the Civic Centre.                     | Further assessment will be done after the installation of speed cushions.   |
| Roads Safety & Traffic Officer         | RSTO to arrange with GMC Planning to inform the applicant of   | 1 December 2022.  |

|  |  |                             |
|--|--|-----------------------------|
|  | Item 5.8 that contact will be required with TfNSW in regard to the speed reduction requested in the DA for Cartwright Place  | Under review by Planning    |
| Road Safety and Traffic Officer (RSTO) | Investigate the feasibility for a pedestrian crossing at Goulburn East (Eastgrove) Public School.<br><br>In the meantime, the school has received some safety treatments which include refreshing the line marking and installation of new flag poles. Additionally, a request has been made to TfNSW to relocate the flashing light, and the school has applied for a school crossing supervisor. | 3 August 2023<br>Completed. |

**CARRIED**

**5.2 ROAD SAFETY AND TRAFFIC OFFICERS REPORT FOR PROJECTS FOR AUGUST - SEPTEMBER 2023**

**COMMITTEE RESOLUTION 2023/43**

Moved: Inspector in Charge Matthew Hinton

Seconded: Cr Steven Ruddell

That the report on the programs and activities of the Road Safety and Traffic Officer for August to September 2023 be received and noted.

**CARRIED**

**5.3 PROPOSED REMOVAL OF THE PERMIT PARKING SCHEME AT GOULBURN MULWAREE COUNCIL HOSPITAL PRECINCT**

**COMMITTEE RESOLUTION 2023/44**

Moved: Cr Andrew Banfield

Seconded: Cr Steven Ruddell

That the report from the Road Safety and Traffic Officer on the parking around the hospital be endorsed.

That 2P timed parking only remain in Goldsmith Street in front of the hospital from Faithfull Street to Albert Street on both sides.

Staff to inform the community that the permit parking scheme will end in on 31 December 2023.

**CARRIED**

#### 5.4 RAISED PEDESTRIAN CROSSING (WOMBAT) DESIGNS AT PARK ROAD, MCDERMOTT DRIVE, GOULBURN AND GEORGE STREET, MARULAN.

##### COMMITTEE RESOLUTION 2023/45

Moved: Cr Steven Ruddell

Seconded: Inspector in Charge Matthew Hinton

1. That the report from the Road Safety and Traffic Officer on the designs of wombat crossings at Park Road and McDermott Drive in Goulburn and George Street in Marulan be received and noted. .
2. A detailed design of the raised crossing to be finalised and presented to Traffic Committee.

**CARRIED**

## 6 TASK LIST

### 6.1 TASK LIST

The following task list includes ongoing tasks from past meetings and new tasks from the current meeting.

| Responsible Officer             | Task   | Report by/Status |
|---------------------------------|--|------------------|
| Road Safety and Traffic Officer | Investigate reduction of speed limit to 50k from 60k at Braidwood Road at Tarago and Lake Bathhurst alongwith intersection treatment at Wallace Street and Braidwood Road. | 1 December 2023  |
| Road Safety and Traffic Officer | Renew line marking at the intersection of Braidwood Road, Wallace Street and Lumley Road.  | 1 Decemeber 2023 |
| Road Safety and Traffic Officer | Investigate feasibility of reducing parking to 1 hour from current 2 hour time and change the parking to a 45 degree angle on Clinton Street, adjacent to Quest Apartments | Q3 FY24          |
| Road Safety and Traffic Officer | To arrange arrow signs in both directions on Slaone Street, south of Finlay Road   | 1 December 2023  |
| Road Safety and Traffic Officer | Investigate the installation of additional 40km sign at College Street between Addison and Clinton Streets.  | 1 December 2023  |

**The Meeting closed at 9:38am.**

**The minutes of this meeting were confirmed at the Traffic Committee Meeting held on .**





.....  
**CHAIRPERSON**



**16.23 COUNCIL'S OPERATIONAL UPDATE - SEPTEMBER 2023**

**Author:** Chief Executive Officer

**Authoriser:** Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Corporate & Community Services Directorate Report [↓](#) 
  2. Planning & Environment Directorate Report [↓](#) 
  3. Utilities Directorate Report [↓](#) 
  4. Operations Directorate Report [↓](#) 

|  |  |
|--|--|
| <b>Link to Community Strategic Plan:</b> | 25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community. |
| <b>Cost to Council:</b>                  | Nil  |
| <b>Use of Reserve Funds:</b>             | Nil  |

**RECOMMENDATION**

That the report from the Chief Executive Officer on the Council's Operational Update for September 2023 be received and noted.

**BACKGROUND**

The purpose of this report is to provide a monthly update on Council's operational activities.

**REPORT**

Please find attached the monthly report on Council's operational activities for the month of September 2023.



# Corporate & Community Services

## Directorate Report

September 2023

**PRIDE**

*Passion Respect Innovation Dedication Excellence*

## Table of Contents

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**Corporate & Community Services**

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**1. Innovation & Technology**

Listed below are some of the projects/activities currently underway in Innovation & Technology:

- Work continues with the deployment of Office 365, and the migration of the council email system to Microsoft Cloud.
- Technology 1 upgrade project has commenced. A high-level project plan for stage 1 has been developed and is being reviewed.
- Several cyber security reports have been received from Cyber NSW and ACSC (Australian Cyber Security Centre). These are being actioned where required.

**2. Finance**

Finance activities currently underway include:

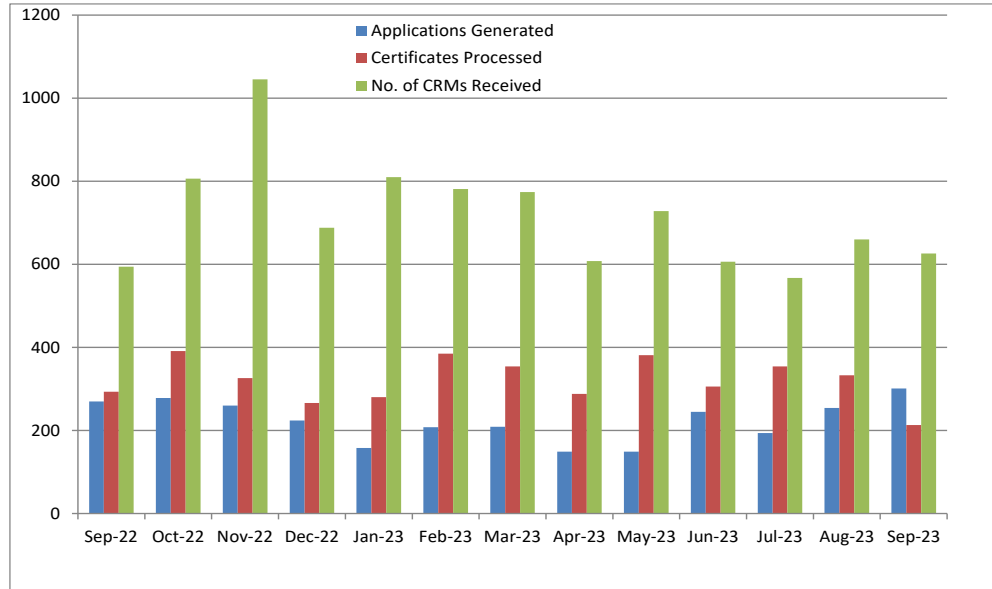
- Audit ongoing, Lodgement extension to be applied for. The financial statements will still be presented at the October Council meeting.
- Legal action and debt recovery processes are in progress as per Council's Debt Recovery and Hardship Policies.
- Procurement training continues for relevant Council staff members and the processes are being reviewed with regards to the changes to Legislation.

Corporate & Community Services

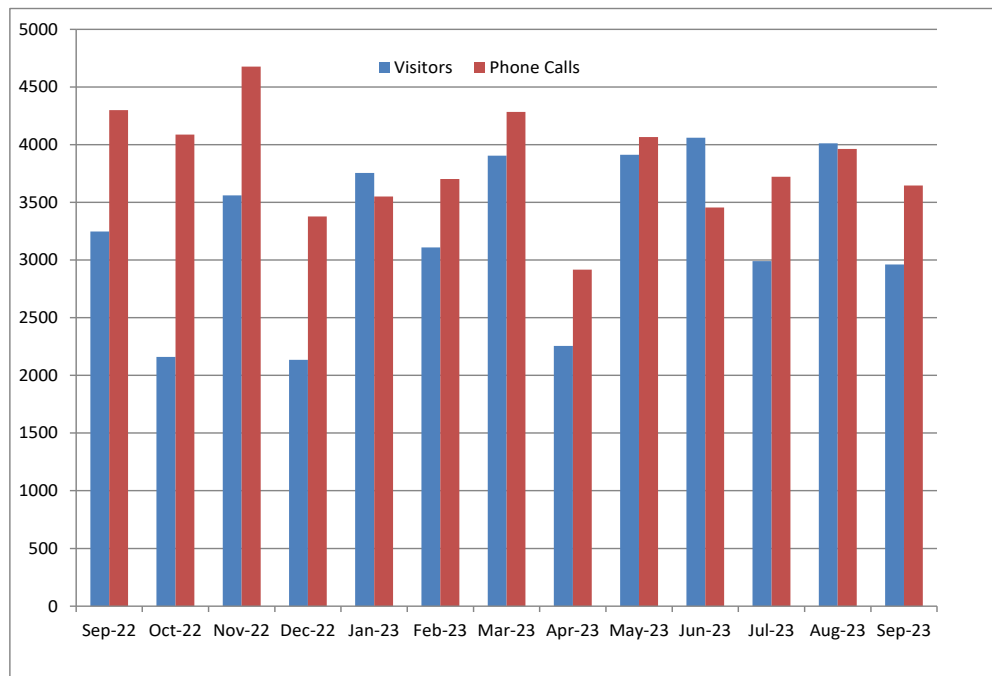
**3. Customer Service**

Customer Service statistics for the month of September 2023 are detailed in the graphs below:

**Productivity – September 2023**



**Visitors & Phone Calls – September 2023**



Corporate & Community Services

**4. Property & Community Services**

**4.1 Property Services**

The Property & Community Services Business Unit is responsible for providing a broad range of property services, GPAC shows and events, and community programs and activities. The following pages provide a summary on the status of some property dealings, happenings at GPAC, and community services programs during September 2023.

**Property Acquisitions**

- **Parcels of Crown Land at Towrang (New Towrang Bridge & Road Works)**
  - NSW Aboriginal Land Council (NSW ALC) and Pejar Local Aboriginal Land Council (PLALC) provided written confirmation of a partial withdrawal of an Aboriginal Land Claim over one of the Crown Reserves relating to this project.
  - Compulsory acquisition of small parcels of Crown Land is now underway.
- **Second Access Run-O-Waters, Goulburn**
  - In-principal written acceptance of compensation offered to one of the landowners affected by this project has been received.
  - Further consultation continues with other surrounding landowners.
- **Access Road to 632 Taralga Road, Tarlo**
  - All documentation prepared to support a Possessory Title Application lodged with NSW LRS in relation to an old access road (i.e. forms part of Volume 470 Folio 88) joining Taralga Road to Council’s land at Lot 2 DP 1043955.
  - This dealing is required to satisfy legal access requirements for Council and its lessees.
  - Dealing not yet finalised but nearing completion.
- **Book 4805 Conveyance 760 – Duck Avenue**
  - Plan registered dedicating this old conveyance as public road to service proposed new development.
  - All surveying and legal costs met by developer as part of their DA.
  - Dealing is now completed.

**Easement Acquisitions**

- Majority of current easement negotiations finalised and registered with various property owners for public infrastructure projects e.g. sewerage, water, stormwater.
- Correspondence received from Transgrid notifying of proposed acquisition of easement over Council land located at Pejar Dam, Crookwell Road, Wayo as part of HumeLink Project. This dealing is reported in this business paper for Council’s consideration.

**Leases & Licences**

- **56 Clinton Street, Goulburn (including Workspace Goulburn)**
  - Workspace Goulburn bookings continue for casual hire of Meeting Rooms, Events Space and Hot Desks.
  - All Workspace Goulburn lease renewals up to date.
  - Negotiations finalised with Property NSW re; exercising Option to Renew lease for a further 5 years, commencing 1 October 2023.
  - Awaiting execution of new lease.
- **2 Bourke Street, Goulburn**
  - CPI reviews completed on all ‘not-for-profit’ leasing arrangements for storage purposes.
  - New binding lease agreements to be prepared for Goulburn U3A, Goulburn & District Art Society Inc. and Goulburn Gem & Lapidary Society Inc.

Corporate & Community Services

- At Council’s Meeting on 19 September, Council resolved that work commences immediately on preparation and lodgement of a Change of Use Development Application for 2 Bourke Street, including the engagement of consultants to undertake the necessary reports required for the Development Application process.
- Council also resolved that estimates be prepared for all works that may be needed to bring the current buildings at 2 Bourke Street up to the BCA with a further report to be provided to Council.
- **Various Locations Throughout LGA**  
Ongoing enquiries for leasing opportunities at other Council properties.

Road Closure Applications

- **Unformed Road Reserve off Braidwood Road, Tarago**
  - Two Road Reserves now closed and new titles registered in Council’s name.
  - Plan of Consolidation to be prepared to include new titles and surrounding Council owned parcels of land for lodgement with NSW LRS.
  - New title (when created) to be sold in accordance with previous Council resolution to advertise EoI. Awaiting receipt of new title.
- **Encroachment of Part 2 Sloane Street at Cnr Sloane St / Finlay Road, Goulburn**
  - Plan of Easement to Drain Water 3 wide & Road Closure under *Roads Act 1993* and s88B registered with NSW LRS.
  - Applicant required to pay compensation to Council prior to registering new title (for former road reserve area) in their name as the registered owner of 2 Sloane Street.
  - Delayed settlement scheduled on or before 19 January 2024.

Crown Land Enquiries

The Property Services team continue to receive enquiries in relation to Crown Reserves and Crown Roads. These enquiries often trigger research, consultation with other sections of Council and providing detailed responses to applicants.

Plans of Management

- **Carr Confoy Sportsground & Park**
  - PoM adopted by Council on 20 June 2023.
- **Generic Sportsgrounds Plan of Management**
  - Preparations continue for draft PoM that includes Hudson Park, Cookbundoon Sporting Fields, North Park and 2 x sports grounds at Marulan.
  - Aiming to submit draft PoM to Council by end of 2023 before placing on exhibition, subject to feedback received from DPE – Crown Lands.
- **Belmore Park**
  - Preparations commencing end of 2023 / early 2024, with view of having a draft PoM completed by 30 June 2024.

## Corporate &amp; Community Services

**Property Addressing, Property Attributes and Integration of new Subdivisions in Property & Rating System****• Property Addressing**

The Property Services team continues to work closely with the Design & Asset Management and Planning & Development Business Units to resolve Urban and Rural Addressing anomalies and streamline Addressing Procedures. The team oversees the following functions;

- Customer Service - attending to ongoing enquiries, anomalies and oversights (i.e. for new and old subdivision approvals).
- Liaising with the private sector and government agencies to assist with correct property addressing associated with new developments to align with the NSW Addressing Guidelines.
- Land Attribute Updates - attending to ongoing land attribute update requests and ensuring accuracy of s10.7 certificates for conveyancing and development applications.
- Integration of New Subdivision Data - Information updated to Council's Property & Rating System and feeding into GIS updates.
- Ongoing review of addressing upon receipt of Supplementary Valuations received from the NSW Valuer General and ensuring Council's data integrity is up to date.
- Gazette Notification of Roads - Publishing notices in NSW Government Gazette for old and new roads identified on registered Plans of Subdivision.

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**Corporate & Community Services**

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**4.2 Goulburn Performing Arts Centre (GPAC)**

September 2023 brought GPAC into its 18<sup>th</sup> month of operation and the venue farewelled its manager who accepted a position at Wollondilly Shire Council.

The venue hosted over 2,600 visitations in September, across a total of 9 performances, 11 rehearsals, 2 production meetings and 1 Corporate function.

GPAC's Meeting Place hosted visiting delegates from Buon Ma Thout Vietnam who were present for a light lunch, tour, and presentation.

The GPAC team continued to develop the newly implemented Artifax Software system. This system is designed to manage venue bookings, reconciliation, contract management and availabilities. The system will greatly enhance the administration of the venue and is due to go live early 2024.

**MARKETING**

Facebook marketing was inaccessible for the majority of September resulting in increased usage of Instagram. This resulted an increase of Instagram reaches by 572%, which was a great result.

**SEASON PERFORMANCES**

Two school performances for Just Tricking were held during school hours allowing local schools to engage with GPAC and bring their students to the show. Those two performances alone allowed GPAC to welcome a total of 444 local students, some of which may not have the means to attend a performance outside of school.

Southern Tablelands Arts (STARTS) brought back an oldie but a goodie by putting on a screening of 'The Goonies (1985)', welcoming their highest visitations this season at GPAC with 40 people attending the show.

**COMMERCIAL SHOWS**

From Funky Town to musical legends, GPAC has had an amazing month welcoming commercial performers through its doors and onto the stage. The highlights of the month being Pseudo Echo and Marina Prior & David Hobson.

Let's not forget all the laughing women and (some blokes who got dragged along) to dance along with the brilliant performers in Menopause the Musical for a night of hot flushes and so much laughing your cheek bones hurt by the end.

**FESTIVAL OF REGIONAL THEATRE**

September was wrapped up by welcoming in the second annual Festival of Regional Theatre (FORT), with the World Premier of Russian Doll by local writer David Cole. The festival was officially opened by Mayor Cr Peter Walker at the pre-show function in front of a crowd of 176 people.

Corporate & Community Services

**STATISTICS**

| <b>SEPTEMBER 2023</b>       |              |                              |                   |
|-----------------------------|--------------|------------------------------|-------------------|
| <b>EVENT NAME</b>           | <b>DATE</b>  | <b>EVENT TYPE</b>            | <b>ATTEND</b>     |
| Pseudo Echo                 | 1/09/2023    | Commercial                   | 232               |
| Marina Prior & David Hobson | 2/09/2023    | Commercial                   | 390               |
| Just Tricking               | 7 & 8/9/2023 | Season                       | 508               |
| Menopause the Musical       | 14/09/2023   | Commercial                   | 394               |
| Oh What a Night!            | 15/09/2023   | Commercial                   | 319               |
| Edward Neeman               | 17/09/2023   | Season                       | 156               |
| Iolanthe                    | 23/09/2023   | Non-commercial               | 210               |
| STA Film Group              | 24/09/2023   | Season                       | 40                |
| Premier Russian Doll        | 30/09/2023   | Season                       | 176               |
|                             |              | <b>Sub-total Performance</b> | <b>2,425</b>      |
| <b>OTHER ACTIVITIES</b>     |              | <b>Number</b>                | <b>Attendance</b> |
| Russian Doll Rehearsals     | Various      |                              | 88                |
| Russian Doll Performers     | 30/09/2023   |                              | 16                |
| One Act Wonders Rehearsal   | 30/09/2023   |                              | 60                |
| Vietnamese Delegation       | 22/09/2023   |                              | 24                |
|                             |              | <b>Sub-total Other</b>       | <b>188</b>        |
|                             |              | <b>TOTAL AUG 2023</b>        | <b>2,613</b>      |



Image of Ant Lewis and Axel Wellings performing in Russian Doll

**Corporate & Community Services**

**4.3 Community Services**

Community Services include Neighbour Aid, Leisure Link and Youth Services. The delivery of these services would not be humanly possible without the wonderful assistance received from our volunteers. A summary of activities undertaken by the Community Services teams is included in this report.

It has been a very busy month for Youth Services. The Connect, Support, Empower grant funded program is now supporting 21 participants. All are engaged in a range of activities and are linked with additional supports. A group of 4 is undertaking a special training program at the Paperback Café each Friday.

Our Term 3 How to Human Job Readiness Program concluded after 9 weeks. It was a very successful program and one that was supported by TAFE NSW and NSW Police, who provided speakers that delivered valuable workshops to our weekly participants.

From 8-15 September the team visited Goulburn High, Mulwaree High, Trinity Catholic College and the Crescent School to provide a range of RUOK Day events. These included pancake breakfasts, sausage sizzle lunches and outreach. On 14 September they also supported Council’s own RUOK Day check-in activities at the depot and Civic Centre. Congratulations to everyone involved; it was a very hectic time, but the outcomes were enormous.

To round out the month they delivered a great first week of Spring School Holiday Program activities. A total of 93 participants across the week enjoyed a day at the pool, Community Centre nail art and cooking, and a fantastic day out hiking at Bungonia National Park.



*Supporting Council’s RUOK Day Event*



Corporate & Community Services



School Holiday Program: Bungonia Hike & Adventure Day



Our Neighbour Aid team and senior clients kicked off the month with *Spring into Spring Week*. It was a great opportunity to celebrate the change of season by dressing in colourful clothing and encouraging each other to get out and about after winter. In addition, on 20 September a group visited Floriade. It was a wonderful day out and everyone returned feeling grateful for having seen and smelled the beautiful blooms, and for the warm weather. Activities like this provide a boost to everyone’s health and wellbeing.

This month the Tuesday men’s *‘Menz Biz’* and ladies’ *‘Meaningful Meanderings’* groups combined to have several lunch outings. They met at Café 5911 and The Workers Club. Our regular Monday, Wednesday and Thursday Community Centre and Brewer Centre activity groups came together each week for a nutritious lunch and fellowship. Some played cards, others Rummy O, some knitted, and some even had a haircut. The Friday Aqua Aerobics and Community Garden groups were active all month and our Tuesday Games Group celebrated with Gladys as she turned 95 – Happy Birthday!

**Corporate & Community Services**

In addition to these small and large group activities the team has continued to provide ongoing valuable one-on-one support to clients needing assistance to attend appointments and to maintain their independence. We are very proud of the amazing support service that we provide and the huge difference that it makes to seniors in our community.



*Enjoying Floriade*



*Happy Birthday Gladys*

It was great to welcome our Leisure Link participants back to the Community Centre this month as both Mates and Girls Group activities resumed. Activities included a Lilac City Cinema movie night, making Lilac Time Festival decorations, Bingo, darts, and rock art at the Community Centre.

Corporate & Community Services



*Girls Group Fun*

Leisure Link participants and their families/carers came together for a formal meet and greet day at the Community Centre on 23 September. It was an opportunity for everyone to meet our new Coordinator and to share their thoughts on the activities they would like to be involved in in the months to come. They enjoyed some great sing-along music, activities, and tasty food; it was a very successful day.



*Leisure Link meet and Greet.*

Corporate & Community Services

**5. Marketing, Events & Culture**

**5.1 Marketing & Events**

**Marketing & Public Relations**

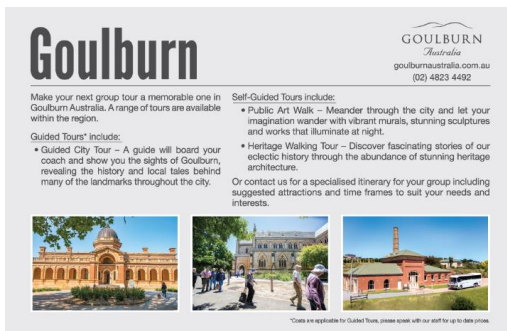
- Social Media Results Achieved:

| <b>Goulburn Australia Facebook</b>  | <b>August</b> | <b>September</b> | <b>Variance</b> |        |
|---|---------------|------------------|-----------------|--------|
| No. of Posts  | 13            | 15               | +2              | +15%   |
| Post Reach  | 26,363        | 62,534           | +36,171         | +137%  |
| No. of Stories  | 2             | 3                | +1              | +50%   |
| Story Reach   | 790           | 724              | -66             | -8.4%  |
| <b>Goulburn Australia Instagram</b>   | <b>August</b> | <b>September</b> | <b>Variance</b> |        |
| No. of Posts  | 12            | 13               | +1              | +8.3%  |
| Post Reach  | 7,850         | 8,770            | +920            | +11.7% |
| No. of Stories  | 8             | 8                | 0               | 0      |
| Story Reach   | 2,335         | 2,674            | +339            | +14.5% |
| <b>100<sup>th</sup> Anniversary of the Australian Grand Prix in Goulburn Facebook</b> | <b>August</b> | <b>September</b> | <b>Variance</b> |        |
| No. of Posts  | 3             | 3                | 0               | 0      |
| Post Reach  | 14,956        | 5,800            | -9,156          | -61.2% |

- Published the Pictures and Popcorn – in the Park Facebook event with the announcement of the Halloween theme, along with a survey for the community to provide their input to the movie choice. As at 27 September 2023, 443 people have responded as either ‘Going’ or ‘Interested’.
- Designed and distributed 6 x ‘Weekly What’s On’ EDMs (Electronic Direct Mail) to 623 subscribers, receiving an average open rate of 42.9% during September. Decrease of subscribers from 628, increase of open rate from 41.8% in August.
- The October ‘Monthly What’s On’ EDM is scheduled for distribution on Monday 2 October.
- Wrote and distributed two Media Releases:
  - *Lilac City Festival Blossoms for 72<sup>nd</sup> Year* – this resulted in four media enquiries from 2XX FM, 2GB, Southern Tablelands Arts and Goulburn Express.
  - *All the Fun of the Fair – Steampunk Victoriana Fair Returns for 2023* – this resulted in one media enquiry from WIN News.
- Conducted an interview with the Head Chef and Owner of the Southern Railway Hotel in preparation to write and distribute a Media Release about their recent achievement of being named in the ‘NSW 10 Best Regional Pubs’.
- Wrote and distributed a Media Backgrounder, along with a Media Invite for the Festival of Regional Theatre. As a result, a journalist from BMA Magazine will attend the Festival and provide coverage in the magazine and on social media.
- The ongoing digital campaign running with News Corp Australia, focussing on the four pillars – Visit, Live, Work and Invest – of the Goulburn Australia brand continues to receive excellent results. Campaign performance from 1 September – 26 September 2023 is below:
  - Programmatic (online display) adverts have received 92,821 impressions, a click-through rate (CTR) of 0.14% and 128 people have clicked on our adverts during this period.
  - Social Media advertisements have received 106,862 impressions, CTR of 1.41% and 1,508 people have clicked on our advertisements during this period.
- The ongoing Goulburn Australia Google Ads campaign focussing on all four brand pillars has also received great results. From 1 – 26 September 2023, Goulburn Australia Google Ads received 1,327 clicks, 8,485 impressions and 419 conversions.

Corporate & Community Services

- Steampunk Victoriana Fair advertising campaign:
  - Secured an advertising package with Canberra Weekly which includes half-page print advertisements, editorial content and digital display advertisements. This campaign runs from 28 September – 12 October 2023.
  - Arranged a radio advertising campaign with Radio Canberra. This campaign includes 30 second commercials which will be aired on 2CA from 27 September – 15 October.
- Worked with our Graphic Designer on the creation of:
  - A Halloween themed logo for Pictures and Popcorn – in the Park
  - A half-page advertisement for the Probus Tour Officers Travel Handbook and Active Retirees E-Magazine
  - A Steampunk Victoriana Fair email signature that hyperlinks to the ticket platform



Half-page ad – Active Retirees e-Magazine



Editorial and half-page ad – Canberra Weekly

Groups and Filming

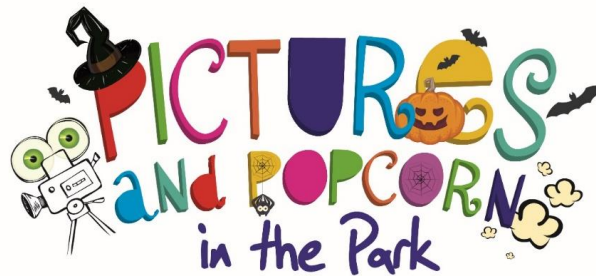
- A filming permit was issued to Ray White Real Estate Goulburn for their Spring Staff Photo Shoot in Belmore Park. This was postponed and a new permit has been issued with the new date.
- A filming permit was issued to Nine Network Australia, for A Current Affair to film a feature story with Australian Author, Judy Nunn, prior to the release of her latest novel, 'Black Sheep'. A Current Affair were at the Goulburn Mulwaree Library on Monday 25 September.
- The table below indicates booked tours for the remainder of 2023, to date:

| Date                   | Group Name                      | Tour Type        |
|------------------------|---------------------------------|------------------|
| Thu. 28 September 2023 | Cardwell Coaches                | Guided City Tour |
| Mon. 16 October 2023   | Pambula Probus Club             | Guided City Tour |
| Sat. 21 October 2023   | Expanding Horizons Tours        | Guided City Tour |
| Wed. 22 November 2023  | Kiama Scenic Tours              | Guided City Tour |
| Tue. 28 November 2023  | Stuart Coaches, Greenwell Point | Guided City Tour |

Corporate & Community Services

Events and Conferences

- **Goulburn Lilac City Festival (30 September-2 October)** – Assisted with logistics and continuing liaison and support for the Lilac Fairy Hunt.
- **Steampunk Victoriana Fair (14-15 October)** – Assisted with radio, print and digital adverts for 2CA and Canberra Weekly. Ongoing logistics and review of new website and program for the event. Also organised signage as well as distribution of posters and flyers.
- **Limestone Association of Australia AGM and Conference (17-18 October)** – Successful conversion of a pitch staff provided at AIME 2023, resulting in the organiser selecting Goulburn to host this event instead of Geelong, Victoria. The AGM/Conference will be held at Goulburn Workers Club, with a site visit to one of their member operations in Marulan the following day. Staff have assisted by providing accommodation advice, preparing welcome bags for the approx. 20 attendees and have arranged the Deputy Mayor to address delegates.
- **Pictures and Popcorn – in the Park (4 November)** – Working on all logistics for the event including theme, booking screen, entertainment, movies, processing stallholder applications, and kids’ activities. There will be three Halloween themed movies, a gaming van, maze, jumping castle, face painting, costume parade and more.



- **2024 LGNSW Water Management Conference (23-25 July 2024)** – Liaison with organiser regarding event requirements, site visits and following up with venues regarding updated quotations.
- **Event Development Fund** – Two new applications have been received from Table Tennis Goulburn and the Goulburn Railway Women’s Bowling Club. These are currently being assessed.
- **Event Resources** – Attended Access Ideas and Insights Online Forum regarding exploring ways to build your audience and better connect with and engage the 18% of Australians with a disability. Continuation of Venue Audit of facilities and venues in Goulburn Mulwaree for events and conferences. Completed the first draft of Event Toolkit for review.
- **Australia Day** – Planning of event in Victoria Park as well as committee meetings. Attended a webinar on National Australia Day grant funding. We will apply for this when the funding applications open on 3 October.

Upcoming events supported by Council

| Date              | Name  | Location                     |
|-------------------|---|------------------------------|
| 30 Sept-2 October | 72 <sup>nd</sup> Annual Lilac City Festival   | Various                      |
| 14-15 October     | Steampunk Victoriana Fair   | Goulburn Historic Waterworks |
| 27-29 October     | Hockey NSW Indoor State Championships (Open Women)                                    | Goulburn Recreation Area     |
| 28 October        | Goulburn Farmers Market Commences then 4 <sup>th</sup> Saturday of Month (Oct- March) | Goulburn Recreation Area     |
| 4 November        | Pictures and Popcorn – in the Park  | Belmore Park                 |
| 17-19 November    | AOFGK National Gasshuku and Championships   | Goulburn Recreation Area     |

Corporate & Community Services

Visitor Services

- The printed Calendar of Events for October was developed and distributed to local businesses, Council sites and on display in the Visitor Information Centre (VIC). The calendar is also downloadable from the Goulburn Australia website.
- The ‘What’s Open’ brochure was updated for the September/October School Holiday period.
- The ‘Shop’ brochure was updated to reflect the new products available for purchase at the VIC and is downloadable from the Goulburn Australia website.
- A total of 59 event listings were created on the Goulburn Australia website throughout September 2023.
- As previously reported, Google Analytics has undertaken a change from Google Universal Analytics (GUA) to Google Analytics 4 Property (GA4). As such, the way data is interpreted has changed. Previously, a session was defined as a period during which a user lands on the website. However now, we will be measuring user engaged visit sessions (UEVS’s) instead. A UEVS is defined as a session that lasts longer than 10 seconds, has a conversion event, or has at least 2 page views or screen views. This change will create some disparity when comparing year-on-year data (as identified below) but will provide a benchmark on performance in the long term:
  - The Goulburn Australia website witnessed a 2.44% decrease in visitation when comparing UEVS’s from September to August in 2023, with 213 less as of 22 September. For context 8,670 total UEVS’s were witnessed in September 2023.
  - The website has also witnessed a decrease year-on-year when comparing UEVS’s from September 2023 to 2022. September 2023 had 707 less UEVS/Sessions, a decrease of 7.54% when compared to 2022.
- Below are some of the recent quotes taken from our VIC Guest Book:
  - *Very Helpful & Informative, Love the artworks around the visitor centre. SPRINGDALE HEIGHTS*
  - *Great City, People & Atmosphere. Helpful Chap here. Worth is weight in GOLD!! - TASMANIA*
  - *Can’t wait to return, will tell family to visit – Jane B. BYRON BAY*



| POSTCODES COLLECTED AT VIC                   | Sept 2023 |        |          |         |
|--|-----------|--------|----------|---------|
| Local Residents                              | 98        |        |          |         |
| New South Wales                              | 189       |        |          |         |
| Victoria                                     | 94        |        |          |         |
| Queensland                                   | 49        |        |          |         |
| South Australia                              | 4         |        |          |         |
| Northern Territory                           | 0         |        |          |         |
| Australian Capital Territory                 | 23        |        |          |         |
| Western Australia                            | 20        |        |          |         |
| Tasmania                                     | 26        |        |          |         |
| Overseas/International                       | 39        |        |          |         |
|  |           |        |          |         |
| WALK-IN VISITORS DOOR STATISTICS – September | 2022      | 2023   | VARIANCE |         |
| Month to date Walk-in Visitors               | 3,551     | 2,753  | -798     | - 22.5% |
| Year to date Walk-in Visitors                | 23,847    | 25,018 | +1,171   | + 4.9%  |

Corporate & Community Services

5.2 Museums

Volunteer News

Rocky Hill Volunteers

State Recognition

The contribution of Rocky Hill volunteers received State Recognition when Wendy Tuckerman MP read a statement in the NSW in State Parliament on the 23<sup>rd</sup> of August. A beautifully printed and framed copy was received in early September and is now displayed in the work area of Rocky Hill Memorial Museum. Their work is invaluable to the Museum, and it is lovely to see this recognised and appreciated more broadly by our State Member and the NSW Parliament. Congratulations to all!



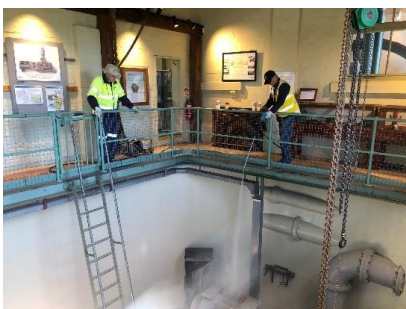
Waterworks Volunteers

Bryan and Mark did a wonderful job cleaning out the electric pump well in the pumphouse of all the dust and dirt. They also cleaned up following the repairs to the boiler and replaced the brickwork around the base.

New decking outside the café toilets is now complete and looks fantastic. Work on preparing new doors for the toilets to replace the existing ones continues.

Volunteers also assisted very ably and enthusiastically with the steaming and award presentation which took place on September 10<sup>th</sup> with great success.

Members of I Love Goulburn Gardening group (pictured) have spent many hours this month working in the garden. Congratulations on winning equal first in the heritage garden category of the Lilac Festival Garden competition!

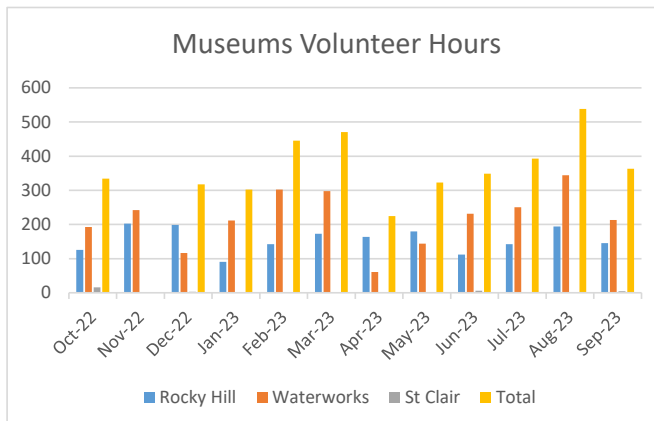




Corporate & Community Services

**Staff News**

We were happy to see two of our team recognised with staff recognition awards in the category of Passion this month. It speaks to how fortunate we all are to be working as part of a supportive team where everyone cares about what we do and about providing a memorable experience for visitors to our museums.



**Rocky Hill**



**Speaking Event**

Rocky Hill hosted Dr Karl James who is Head of Military History at the Australian War Memorial for a speaking event on September 1<sup>st</sup>. He presented an engaging speech to an audience of around 35 guests about Australia and the Second World War, our contribution both in theatres of war and on the home front. It also included reflections on the way the war shaped modern Australia and the social changes it brought.

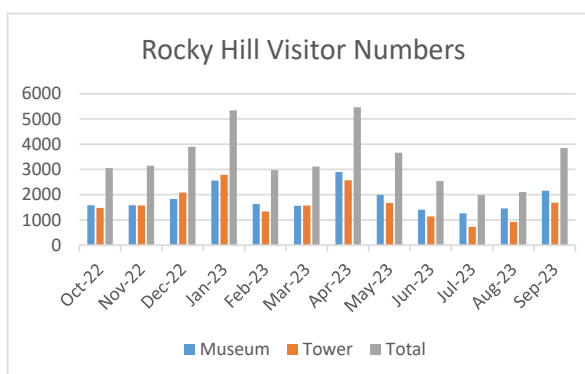


Dr James' speech was followed by a lively and thoughtful question and answer session which continued more informally during light refreshments.

**Rocky Hill Visitor Numbers**

Visitors are increasing with the warmer weather and the school holidays. International visitors are on the rise as well, with visitors from Papua New Guinea, Brazil, Vanuatu, Canada and the USA, Japan, China and India amongst them. We saw visitors from all states of Australia this month.

Booked tours are increasing and this month we welcomed the Vietnamese delegation from Buon Ma Thout City via a VIC guided city tour, 18 students from the South Coast Medical Service Aboriginal Corp and some other groups including car and Probus clubs in impromptu visits. We also welcomed 35 people to this month's guest speaking event.



Corporate & Community Services

Rocky Hill Visitor Book Comments September 2023

| Visiting From<br>(state or country) | Comments  |
|-------------------------------------|---|
| Detroit, USA                        | <i>Well done. I learned a lot</i>   |
| NT                                  | <i>Very interesting, great display, helpful staff</i>                                 |
| Paraparaumu, NZ                     | <i>Wonderful museum-very high standard of displays - fascinating</i>                  |
| NSW &<br>Easthorpe, UK              | <i>Magic Displays</i>   |
| VIC                                 | <i>A thought-provoking exhibition</i>   |
| SA                                  | <i>Very interesting History</i>   |
| ACT                                 | <i>Beautifully presented. Our visit was in memory of Michael McGuigan, WWI Digger</i> |
| NSW                                 | <i>Destan loved completing the discovery challenge! :)</i>                            |
| NSW                                 | <i>Great museum, the movie especially</i>   |
| VIC                                 | <i>Lovely memorial!</i>   |
| QLD                                 | <i>A very well-presented museum</i>   |
| India                               | <i>Fantastic experience</i>   |
| NSW                                 | <i>Great exhibition, worth the visit. Thank you</i>                                   |
| QLD                                 | <i>Excellent display. Very interesting</i>  |

**Corporate & Community Services**

**Goulburn Historic Waterworks**

***Engineering Heritage Award and Steaming***

On Sunday 10 September 2023 the Goulburn Historic Waterworks received an Engineering Heritage Award in recognition of the significance of the site as a complete and early site pumping station of historic significance. The plaque was presented by Luke Ramos, the NSW chair of the Institution of Mechanical Engineers. The Engineering Heritage Awards celebrate the contribution of mechanical engineering, both past and present. Recognising significant sites and artefacts, the awards aim to raise public awareness of the vital role mechanical engineering plays in modern life.

*Deputy Mayor Steve Ruddell, Luke Ramos, Tom Marmont and Ian MacDonald (Bruce MacDonald's son)*



The day also included a commemoration of the passing of Bruce Macdonald, restorer of the Appleby Beam Engine. He was a pioneer and a visionary and without him, the Waterworks would not be the magnificent operational site it is today. We also toasted to the Appleby Beam Engine who turns 140 this year. Thank you to Councillors and staff who attended and to Ken Ainsworth and volunteers who operated the Appleby Beam for us after a period of maintenance had seen her out of action for 12 months. Around 150 visitors were pleased to experience the Appleby under steam once again.



Corporate & Community Services

**Steampunk Victoriana Fair**

The program for this year’s event has been released and contains something for everyone including food, music, street organ, workshops, market stalls, steam engines, horse and carriage, military re-enactments and of course spectacular costumes!

The Steampunk Victoriana Fair website is also live: [steampunkvictorianafair.com.au](http://steampunkvictorianafair.com.au)

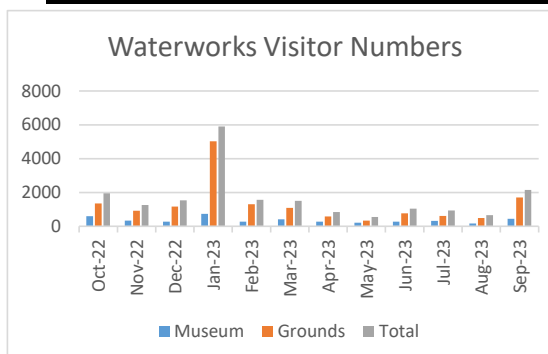


**Waterworks Visitor Numbers**

Visitation to the Waterworks to both the museum and the grounds continues to increase, with busy school holidays.

The September 10<sup>th</sup> Steaming and Award Presentation attracted 150+ visitors and invited guests who were happy to experience the Appleby under steam once more. International visitors came from Malaysia, Nepal, and Switzerland, and we had people visit from all states of Australia. A group of staff from Questacon in the ACT also paid the Waterworks a visit.

Booked tours and hires for the Waterworks are also increasing and this month we provided two VIC Guided City Tour groups with a tour through the museum, and one booked tour had to cancel at the last minute.



**Waterworks Visitor Book Comments**  
*September 2023*

| Visiting From (state/country) | Comments  |
|-------------------------------|---|
| NSW                           | <i>Thanks Mark, informative and awesome history of water supply</i>     |
| QLD                           | <i>Fantastic and well preserved. Awesome and passionate guide</i>       |
| ACT                           | <i>It's very surprising to see the steam still operating</i>            |
| VIC                           | <i>Great Guide-very informative and interesting</i>                     |
| NSW                           | <i>Very informative tour with Mark</i>                                  |
| NSW                           | <i>Thank you, it's beautiful. Can you bring the trains back?</i>        |
| Not specified                 | <i>I'll be back for Steampunk</i>                                       |
| VIC                           | <i>Fantastic to see all of the machinery here that all still works!</i> |
| Not specified                 | <i>All should be very proud of the achievement</i>                      |
| Not specified                 | <i>It's beautiful inside and out</i>                                    |

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5.3 Library

Monthly Statistics

| Activity                                    | July 2023     | August 2023   | September 2023 |
|---|---------------|---------------|----------------|
| Loans and renewals main library and web     | 9081          | 10,083        | 8982           |
| Loans and renewals eBook, eAudio, eMagazine | 2920          | 3003          | 2775           |
| <b>TOTAL loans and renewals</b>             | <b>12,001</b> | <b>13,086</b> | <b>11,757</b>  |
| New physical collection items received      | 295           | 431           | 622            |
| New electronic collection items received    | 8205          | 358           | 672            |
| <b>TOTAL new collection items received</b>  | <b>8500</b>   | <b>789</b>    | <b>1294</b>    |
| Visitors                                    | 6842          | 7778          | 6789           |
| Public computer sessions                    | 624           | 755           | 531            |
| New members                                 | 126           | 128           | 91             |
| Local studies enquiries                     | 29            | 31            | 29             |
| Children’s programs attendance              | 809           | 1115          | 844            |
| Adult’s programs attendance                 | 194           | 440           | 258            |
| Social media reach (Facebook & Instagram)   | 18,239        | 11,299        | 57,287         |

Thanks and Feedback

*“We had a great afternoon listening to Toner and her adventures chasing eclipses.”*

*“The HSC care packs are a wonderful idea. Well done!”*

*“The murder mystery party was a fun night. Thanks so much!”*

*“Just a quick thank you for an excellent line up of events for Family History Month this year. I’ve enjoyed and learned from the events. I decided to access the Library site and I am quite in awe of all the resources now available under local history! Great work from our local library team. Thank you!”*

*“The Mighty Playwrights scripts sound wonderful and magical. I can’t wait to see them come to life on stage. From little things big things grow.”*

Library Activities

- September was a busy month with events for adults. The Library hosted Dr. Toner Stevenson to discuss her book *Eclipse Chasers*, author Robyn Cadwallader to introduce her latest novel *The Fire and The Rose*, and our fun murder mystery party with a back to the 80s theme. The Library is proud to provide such high quality and diverse events for our community.
- On Monday 25 September, bestselling author and TV personality, Judy Nunn, launched her new novel, *The Black Sheep*, at Goulburn Mulwaree Library. Judy was joined by actor Bruce Venables and media personality Warren Brown. Over 100 people attended the special event, which was also filmed by *A Current Affair*. We’re thrilled that Judy chose the Library as the location to launch her new novel, which is set in Goulburn and was researched with assistance of Goulburn Library staff.

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Judy Nunn launches her latest book at Goulburn Library.

- Throughout September, Library staff created and delivered over 200 individual HSC care packs to all HSC students in the LGA. Each student received a box of goodies, complete with hot drinks, small craft projects, affirmation cards, snacks, and stress balls. The Library team acknowledges Council’s Youth Services team for assisting with the creation of the packs.



HSC care packs prepared by Library staff and delivered to all HSC students.

- School holidays were celebrated in style in September, with a range of fun activities for kids of all ages. Little Wing Puppets visited the Library to perform their wonderful puppet show, scrawl walk robots were created, and Bluey and Mad Hatter’s story parties were enjoyed by all. 130 children and their families attended the various holiday events.
- The Library’s outreach activities continue to grow and thrive. The Library now makes regular visits to Anglicare Marulan, Tarago preschool, Orana Goulburn, and SDN Lady McKell. School visits to the Library have also increased in recent months. Further outreach activities, including pop-up stalls in Goulburn Square, special author visits for school groups, and local history excursions are planned for the coming months.
- The Library’s IT facilities are undergoing some minor upgrades, with a new TV on a trolley now available for use throughout the Library and a new public PC booking system installed, and an upgrade to public printing facilities is also underway.

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**Corporate & Community Services**

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- The Library hosted an exhibition of award-winning handicrafts by the Goulburn Branch of the Country Women's Association in September. The Library is proud to collaborate with local organisations in a variety of ways, and the exhibition was enjoyed by staff and visitors alike.
- Goulburn Mulwaree Library hosted the NSW Public Libraries Association South East Zone Children and Youth Services Working Group in September, for its first face-to-face meeting in several years. The working group is comprised of library staff from across NSW who provide collections, services, facilities, and events for young people. This type of networking provides invaluable opportunities for library staff to share skills, resources, and ideas.
- The Library's local studies team have recently digitised over 600 items from our Apex Club collections. The collections were donated to the Library in 2004, and are now [available online](#) for the first time ever. Further digitisation of these collections is underway. To accompany the project, a new online exhibition on Goulburn's Apex Clubs has been developed, highlighting the history of the clubs and their unique and valuable place in Goulburn's history: <https://gmlib.co/apex>



*Photo from the Apex Club collections, Soap Box Derby, 1952.*

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**Mighty Playwrights**

The final stages of this year’s Mighty Playwrights program are underway, with all interviews filmed and edited, original music composed by students from Hume Conservatorium, and rehearsals for the performances at GPAC happening at the Lieder Theatre Company.



*Playwright Lexie Price with mentor Muffy Hedges and the cast and crew at the Lieder Theatre.*

There will be 2 schools’ performances this year, with all 6 participating schools bringing groups to watch the shows, along with 3 public performances at Goulburn Performing Arts Centre. Tickets for the performances are available at: [www.goulburnpac.com.au/Events-directory/Mighty-Playwrights-2023](http://www.goulburnpac.com.au/Events-directory/Mighty-Playwrights-2023)

Preparations for the published book of this year’s original scripts are also underway and will include original illustrations by students from Goulburn Regional Art Gallery’s afternoon art club.





## Corporate &amp; Community Services

## 5.4 Art Gallery



Image credit: Installation view Jenny Bell 'Life Forms' curated by Anne Sanders featuring Jenny Bell, 'Life Blood', 2019, courtesy of the artist and Australian Galleries. Photograph: Silversalt Photography.

**HIGHLIGHTS**

- The Gallery has supported 40 artists in 2023 to date.
- Instagram is now at 4,916 followers.
- The Gallery is undergoing renovations at present, transforming an underutilised space into 'Gallery 3' with the building of new walls and installation of a new lighting track amongst other upgrades. It is closed to the public from 7 August-6 October to undertake this work. This is the biggest addition to the Gallery's exhibition space since 1990 and will allow us to display more works than ever before. Proudly funded by the NSW Government in association with Goulburn Mulwaree Council.
- The Gallery held two 'Public Art Walk' events focussing on different areas: Auburn Street and surrounds and the Wollondilly Walking Track. This engaged the public to understand more about the art that we live amongst. These programs were embraced and provided the public with a history of the Gallery's public art commissions.
- Nowra-based Artist Bonnie Porter-Greene has refreshed the Education Studio with a new immersive mural that represents creative connections over time. This has transformed the space into an energetic zone for creative learning for people of all ages.
- The Gallery has been nominated under three categories for the 2023 Imagine Awards. This is testimony to the strength of the Gallery's exhibitions and programs.
- The Gallery is currently undertaking a rigorous 'Expression of Interest' process for an upcoming major public art opportunity at Tarlo Street Bridge. Stage 1 saw a large volume of high-quality applications from artists living and working across Australia.
- The Gallery hosted the Southern Tablelands Arts co-design workshop in preparation for the January 2024 event 'Paint the Town' which will see artists install new murals on walls across Goulburn. This session engaged the public in discussions about public art and themes for the murals that would be meaningful additions to the streetscape.

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Image Credit: Installation view Jenny Bell *Life Forms* curated by Anne Saunders featuring Jenny Bell, *Cow no 61*, 1993, courtesy Private Collection; Jenny Bell, *Mrs Cumberland from the series In my Father's Paddock*, 1989, courtesy the artist; Jenny Bell, *2 Cows*, 1993, courtesy the artist; Jenny Bell, *Building a yard No. 5 (Rod fencing, from the series In my Father's Paddock)*, 1989, courtesy of the artist; Jenny Bell, *The Ram*, 2000, courtesy of the artist and Australian Galleries; Jenny Bell, *Horse and Tank with pink hose from the series In my Father's Paddock*, 1988, courtesy of the artist; Jenny Bell, *Tractor No 53*, 1995, courtesy of the artist; Jenny Bell, *Horse with rug*, 1988, courtesy of the artist and Jenny Bell, *Cow No 22*, 1988, courtesy of the artist, each pastel and charcoal on paper. Photograph: Silversalt Photography. Installation view Jenny Bell *Life Forms* curated by Anne Saunders featuring Jenny Bell, *Lifeblood*, 2019, vinyl paint on hoop pine plywood, courtesy of the artist. Photograph: Silversalt Photography. Nicci Haynes, *Incidental TV*, 2023, found TV screens, shopping trolley and video. Photograph: Silversalt Photography. Installation view *The Window* curated by Nugraheni Setya Hardi or Heni Pearson featuring McLean Edwards, *Mother and Child #2*, 2011, oil on canvas. Collection Goulburn Regional Art Gallery. Donated through the Australian Government's Cultural Gifts Program 2012. Photograph: Silversalt Photography.

**UPCOMING EXHIBITIONS 6 October 2023 – 18 November 2023**

- Lisa Sammut, *Radial Sign*
- Prue Hazelgrove, *The way You are*. in Gallery 2
- The Window curated by Kerry McInnis

**EXHIBITIONS ON TOUR**

The Gallery's exhibition Barbara Cleveland *Thinking Business* commenced touring nationally since July 2021 through Museums and Galleries NSW. This tour concluded on 3 September 2023 at Goldfields Arts Centre, WA. This tour has been funded by the Australia Council for the Arts.

**PUBLIC PROGRAMS**

|            |  |
|------------|--|
| 08/09/2023 | Public Art Walk Goulburn CBD                             |
| 08/09/2023 | STARTS Paint the Town Street Festival Co-Design Workshop |
| 15/09/2023 | Public Art Walk Wollondilly Walking Track                |
| 19/09/2023 | Music by Women Consultation Session                      |

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**PERMANENT COLLECTION**

Cultural Gifts Program paperwork has been submitted to the Office for the Arts for a donation of an artwork by contemporary artist Maria Fernanda Cardoso – awaiting outcome. Cultural Gifts Program paperwork has also been submitted for donations of an artwork by Arlo Mountford, Rodney Pople and Ildiko Kovacs, all awaiting outcome.

**EDUCATION**

|                   |  |
|-------------------|--|
| 1 September       | Afternoon Art Club                             |
| 5 September       | Art Teenies                                    |
| 6, 7, 8 September | Afternoon Art Club                             |
| 7 September       | Drop in and Draw at the Hume Conservatorium    |
| 8 September       | Public Art Walking Tour #1                     |
| 12 September      | Art Teenies                                    |
| 13, 14, 15 Sept   | Afternoon Art Club                             |
| 14 September      | Drop and Draw                                  |
| 15 September      | Public Art Walking Tour #2                     |
| 19 September      | Art Teenies                                    |
| 21 September      | Drop and Draw                                  |
| 27 September      | School Holiday Workshop – Sculpture with Sally |

**Art Teenies**

Art Teenies is a free Gallery program which is delivered every Tuesday morning during exhibitions catering for under 5 year olds and their parent. The sessions responded to the new wall painting in the studio space and to the Public Art existing around the Civic Centre and included storytime, singing and movement and artmaking activities.



Image: Art Teenies in the Education Studio

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**ADULT WORKSHOPS**

**Drop in and Draw** The Gallery’s Thursday afternoon session of sketching for adults in the Studio was held for three weeks in September, and included a visit to the Hume Conservatorium where participants were able to sketch musical instruments, including the grand piano.

**Afternoon Art Club**

Afternoon Art Club is a nine-week program which is delivered during school terms on Wednesdays and Thursdays for Primary School aged children and Fridays for High School students. Term 3 workshops included making 3D frames, dioramas and sculptures. Participants are looking forward to seeing their illustrations printed in the Mighty Playwrights publication. Friday Afternoon Art Club participants loved the way Bonnie Porter Greene interpreted their input for the design of the new wall painting of the Education Studio. Bookings for term 4 are now open and are filling fast.



Image: Friday Art Club participants showing their sculptures in front of the Education Studio wall painting by Bonnie Porter-Greene.

**Tours**

Throughout September the Gallery hosted Public Art Walking tours around Goulburn.

**School holiday workshops**

The Gallery is running three workshops during the September-October school holidays – Sculpture, Painting Springtime Scenes and Introduction to Printmaking.

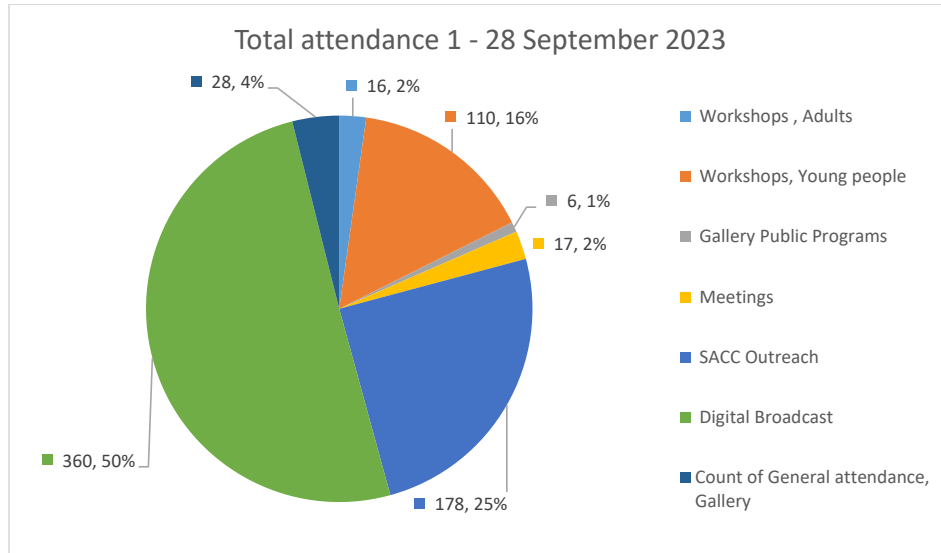
**Schools as Community Centres (SaCC)**

Outreach Playgroups have been experimenting and creating artworks using chalk pastels, marbles with paint, and oil pastels. The families have supported, encouraged and shared their community connections to help each other parent.

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ATTENDANCE:

1 – 28 September (closed for construction works 7 August– 6 October)



FEEDBACK

*'The kids loved Sally's dancing ribbons.'*



Image credit: artist Bonnie Porter Greene painting Education Studio mural Monday 28 August 2023.



## Planning & Environment – September 2023



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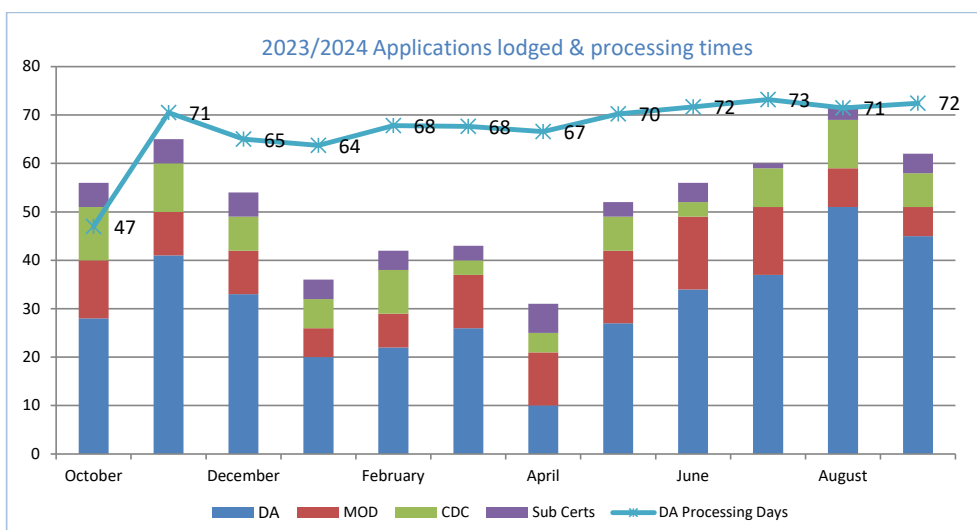
## 1 Planning & Development

### 1.1 Overview of Development Applications

|  | New Applications Lodged | Applications Determined |
|--|-------------------------|-------------------------|
| DA's   | 45                      | 32                      |
| Modifications  | 6                       | 7                       |
| Reviews  | 1                       | 0                       |
| CDC's  | 7                       | 8                       |
| Subdivision Certificates   | 4                       | 0                       |
| <b>Total</b>   | <b>63</b>               | <b>47</b>               |
| <b>Total cost of new development for the month:</b>  |                         | \$77,475,334            |
| <b>Cumulative total (Financial year):</b>  |                         | \$785,625,845           |
| <b>Of Note:</b>  |                         |                         |
| <ul style="list-style-type: none"> <li>DA/0146/2324 – 196 Taralga Road, Goulburn - Construction of 20 new multi-dwelling houses, both as detached and attached houses and associated site infrastructure (\$5,002,000).</li> <li>DA/0125/2324 – 50 Faithfull Street, Goulburn - Demolition of existing residential dwelling. Removal of tree, Construction of Multi dwelling housing, Community Title subdivision and associated site works (\$1,998,747).</li> <li>DA/0124/2324 – 85-115 Chantry Street, Goulburn - Proposed subdivision into three (3) lots, construction of forty-six (46) dwellings with Strata-Subdivision in multi-dwelling housing development over proposed Lot 1, eleven (11) warehouse units with Strata-Subdivision over proposed Lot 3, associated car parking, construction of private and public roads with stormwater drainage works, and landscaping (\$20,596,595).</li> <li>DA/0135/2324 – 232 Auburn Street, Goulburn - Refurbishment of existing club. Partial demolition of existing building / associated structures. New building works to provide back of house kitchen and storage spaces for existing club (\$6,092,801).</li> </ul> |                         |                         |

In addition to the above, 45 applications submitted via on the online portal 3 were returned/rejected/withdrawn as insufficient information was supplied for the application to be able to be formally accepted.

### 1.2 Applications received and processing times





**1.3 Progress of LEC Proceedings**

|   |   |  |
|---|---|--|
| <p><b>154 Wollumbi Road, Marulan</b><br/>                 Class 4 Judicial Review<br/>                 Third Party Appeal against partial approval of DA/0288/2021<br/>                 Council is Second respondent.</p> | <p>Three new buildings including a secondary dwelling, cellar door premises, farm building, studio; a swimming pool and outbuilding; demolition of existing structures; and non-native vegetation removal</p>   | <p>The Hearing took place November 2022. Judgement was handed down on 27 April 2023. It was found that the determining officer had the correct delegations to determine the application by way of consent. It was, however, found the conditions of consent in relation to patron numbers and the plan of management did not wholly reflect the assessment. Orders made on 27 April suspended the consent and required the Council to review the conditions and issue a regrant of the consent within 21 days. The Council has regranted the consent and filed a notice of motion on the same. The judgement on the notice of motion was handed down 11 September and declared that the terms of the Order (3) of the orders made by the Court on 27 April 2023 have been substantially complied with. Costs of the notice of motion and substantive proceedings were reserved.</p> <p>The Applicant lodged a Notice of Appeal to the decision made 9 May 2023 seeking to appeal Ground 2 of the decision. An Amended Notice of Appeal in respect of the Second Judgement was received 28 September. The proceedings are listed for final hearing 6 December 2023.</p> |
| <p><b>30a Sloane Street, Goulburn</b><br/>                 Class 1 Application<br/>                 Against Refusal of a DA<br/>                 DA/0099/2122</p>   | <p>Retention of an existing dwelling house, demolition of identified structures and the removal of identified trees in order to undertake an integrated housing development with community title subdivision to create 24 lots, new 1 way road and a total of 29 dwellings.</p> | <p>The section 34 conciliation conference was held on 16 May 2023. The commissioner heard submission from local residents, toured the site and facilitated discussion between the Applicant and the Council. The conference was terminated as the parties could not reach agreement to discharge the fifteen (15) contentions. The matter is set down for a three-day hearing on 9-11 October 2023.</p>  |
| <p><b>134 Marys Mount Road, Goulburn</b><br/>                 Class 1 Application<br/>                 Against Refusal of a DA<br/>                 DA/0514/2122</p>  | <p>Staged Residential Subdivision to create 139 Residential Lots, 1 drainage reserve, 1 stormwater management lot, vegetation removal, earthworks and associated infrastructure.</p>  | <p>Council’s Statement of Facts and Contentions were lodged with the Court.<br/>                 The Applicant has filed a SOFACS in reply.<br/>                 The section 34 conciliation conference held 8 August 2023 was terminated and the matter is set down for a three-day hearing 20-22 February 2024.</p>  |
| <p><b>1301 Highland Way, Tallong</b><br/>                 Class 1 Application<br/>                 Against Refusal of a DA<br/>                 DA/0145/2223</p>  | <p>16 lot subdivision and associated works, including civil infrastructure, the construction of two new roads, stormwater drainage works, utilities servicing, the demolition of an existing dwelling, and the removal of vegetation</p>  | <p>Council’s Statement of Facts and Contentions have been lodged with the Court.<br/>                 The proceedings are listed for a section 34 conciliation conference on 7 February 2024.</p>  |

**1.4 Regional Projects requiring Southern Region Planning Panel approval**

Nil.

**1.5 State Significant Development**

| Project  | Description   | Status                  |
|--|---|-------------------------|
| Goulburn Poultry Processing                      | Mixed Use Development   | Assessment              |
| Marulan Quarry                                   | Establish a hard rock quarry and progressive rehabilitation of the pits   | Prepare EIS             |
| Woodlawn Advanced Energy Recovery Centre Project | Construction and operation of an energy recovery facility with a capacity to thermally treat up to 380,000 tpa of residual municipal solid waste and commercial & industrial waste and to generate approximately 39 MW of electrical energy | Response to Submissions |
| Gundry Solar Farm                                | 400MW Solar Farm with Battery Energy Storage (961 Windellama Road, Gundry)  | Prepare EIS             |
| Merino Solar Farm                                | 450MW Solar Farm with Battery Energy Storage<br>Southern Site – frontage to Braidwood Road and Painters Lane<br>Southern Site – access potentially from Windellama Road/Gundry Lane or alternatively Braidwood Road                         | Prepare EIS             |

## 2 Strategic Planning

| Priority | Project   | Relationship to LSPS or Other Strategies   | Progress   |
|----------|---|--|--|
| 1.       | Goulburn Mulwaree Development Control Plan (DCP) 2009 (Comprehensive Review to create Goulburn Mulwaree DCP 2020/21)  | <ul style="list-style-type: none"> <li>LSPS – short term action.</li> <li>Urban and Fringe Housing Strategy – urban release areas.</li> <li>CBD Renewal Strategy under preparation.</li> </ul>   | A large body of work on the CBD has commenced with some general chapters prepared. Some delays being experienced due to staffing and addressing changes to local planning coming from the State. |
| 2.       | Goulburn Floodplain Risk Management Study and Plan<br>Includes:<br>LEP amendment (to remove flood mapping from LEP)<br>Adopt flood policy and amend DCP   | <ul style="list-style-type: none"> <li>LSPS Short term action</li> <li>NSW DPIE Grant funded (includes milestones for timing).</li> <li>Legislated changes to flood planning necessitate updating LEP and DCP provisions.</li> </ul>   | <b>Completed.</b>  |
| 3.       | CBD Renewal Study<br>(incorporate Car Parking*, signage, FSR, height limits, residential provisions and relevant LEP/DCP amendments)<br><i>*UFHS Action, *CBD Car Parking Study &amp; Action Plan</i> | <ul style="list-style-type: none"> <li>LSPS – short term action.</li> <li>Urban and Fringe Housing Strategy – CBD actions and residential LEP/DCP provision review actions.</li> </ul>   | Councillor Briefing to be held in <b>October 2023</b> on CBD Renewal and Entertainment and Evening Economy.  |
| 4.       | Marulan Floodplain Management Study and Plan  | <ul style="list-style-type: none"> <li>LSPS – short term action.</li> <li>Urban and Fringe Housing Strategy – urban release areas.</li> <li>Organisational significance for infrastructure planning.</li> <li>NSW DPIE Grant funded (includes milestones for timing).</li> </ul> | <b>The Flood Study has been completed.</b><br>Work has commenced on the next phase which is the Floodplain Risk Management Study and Plan.   |
| 5.       | Biodiversity Strategy   | <ul style="list-style-type: none"> <li>LSPS – short term action.</li> <li>Urban and Fringe Housing Strategy – urban release areas.</li> <li>Required for Resource Lands Strategy</li> <li>Villages Strategy</li> </ul>   | Yet to commence.   |

| Priority | Project  | Relationship to LSPS or Other Strategies   | Progress  |
|----------|--|--|---|
| 6.       | Bushfire Strategy  | <ul style="list-style-type: none"> <li>• LSPS – short term action.</li> <li>• Grant from NSW DPE provides 2/3 funding.</li> <li>• Urban and Fringe Housing Strategy – urban release areas.</li> <li>• Required for Villages Strategy</li> </ul>  | Final draft submitted to go to a Councillor Briefing session in <b>November or December 2023</b> .  |
| 7.       | Recreational Needs Strategy  | <ul style="list-style-type: none"> <li>• LSPS – short term action.</li> </ul>  | Review of previous draft has commenced.   |
| 8.       | Villages Strategy  | <ul style="list-style-type: none"> <li>• LSPS – medium term action (as other work required before this</li> <li>• strategy to provide baseline data)</li> </ul>  | Tarago Village Housing Strategy <b>adopted</b> .<br>Prior to further village strategies commencing, the Strategic Bushfire Study is required. This project is currently underway.   |
| 9.       | South Goulburn Tree Management Plan - Review   | <ul style="list-style-type: none"> <li>• Council resolution to undertake a review of this Plan was adopted in late 2021 and a review is underway.</li> </ul>   | <b>Completed.</b>   |
| 10.      | Local Approvals Policy (LAP)   | <ul style="list-style-type: none"> <li>• Aspects of this Policy are more urgent so it may be rolled out in stages to reflect this. Currently there is a need to provide a policy direction on connection to water/sewer services where available which may be required as a first step.</li> <li>• Other sections of the policy may require subsequent amendments based on staff resources.</li> </ul> | A LAP relating to water/sewer approval activities in urban areas that require approval and DCP amendment <b>was adopted by Council on 19 July 2022</b> .  |
| 11.      | Updated Employment Lands Strategy (to include rural land and extractive industries). | <ul style="list-style-type: none"> <li>• LSPS – medium term action (for ELS) and short term for Agriculture and Resource Lands Strategy.</li> <li>• Pending Economic Development Strategy (LSPS medium term action).</li> </ul>  | Council has been waiting on NSW Dept. Primary Industries (Ag) State Significant Agricultural Land Mapping and Important Agricultural Land Mapping which has not been produced as yet. Considering the above it is considered that given a review of the Employment Lands Strategy is also due, this strategy should be extended to cover rural land due to it also being employment land associated with agriculture, extractive industries, tourism etc. |
| 12.      | Rural Living Handbook Update   | <ul style="list-style-type: none"> <li>• Council initiative.</li> </ul>  | Initial review has commenced – review subject to staff availability.  |

## 2.1 Planning Proposals

Planning proposals are the mechanism by which *Goulburn Mulwaree LEP 2009* can be amended. Of the Planning Proposals listed below the majority are initiated by Council as a result of the recommendations of various strategies such as the Urban and Fringe Housing Strategy or the *Employment Lands Strategy*. Some Planning Proposals are initiated by a proponent such as a land holder or stakeholder.

| Proposal No.  | Location                                 | Proposal   | Progress   |
|---------------|--|--|--|
| REZ/0001/1718 | Mistful Park                             | Rezone land from E4 Environmental Living to R2 Low Density Residential                                 | DPIE has advised that the Planning Proposal needs to be amended to incorporate further biodiversity assessment prior to re-submission for a Gateway determination. The proponent has been advised of this outcome. Biodiversity assessment for the site cannot commence until spring 2021. No assessment has been submitted as yet.<br><b>On hold.</b> |
| REZ/0002/1819 | Goulburn Motorcycle and Speedway Club    | Rezone land from RU6 Transition to RE2 Private Recreation  | The Planning Proposal has been prepared and pre-Gateway consultation has been undertaken with Water NSW. Water NSW has raised issues with the suitability of the site in relation to water quality. These issues are being investigated by Council and the Motor Cycle Club.<br><b>On hold.</b>  |
| REZ/0002/2122 | Goulburn WTP                             | Rezone to SP2 - Infrastructure   | Utilities has explored other options for the expansion of the Goulburn Drinking Water Treatment Plant and advised that a rezoning is required. <b>The process has recommenced (as of late July 2023), and a PP is being prepared for consultation.</b>   |
| REZ/0003/2122 | Allfarthing 2 Brisbane Grove Road        | Rezone land to R5 large Lot Residential with 2ha min lot size as per Urban and Fringe Housing Strategy | NSW DPE has issued a Gateway determination to proceed and State agency consultation has commenced.<br>A flood impact risk assessment is currently being prepared by the proponent following NSW DPE (Flooding) feedback.   |
| REZ/0004/2122 | 137 Brisbane Grove Road                  | Rezone land to R5 large Lot Residential with 2ha min lot size as per Urban and Fringe Housing Strategy | NSW DPE has issued a Gateway determination to proceed and State agency has commenced.<br>A flood impact risk assessment is currently being prepared by the proponent following NSW DPE (Flooding) feedback.  |
| REZ/0005/2122 | Mountain Ash Road                        | Rezone land to R5 large Lot Residential  | A flood risk impact assessment has been submitted ( <b>September 2023</b> ) and has been referred to NSW DPE (flooding) for comment prior to referral to DPE for a Gateway determination.  |
| REZ/0006/2122 | 292 Rosemont Rd and 46 Mountain Ash Road | Rezone land to R5 large Lot Residential  | Gateway determination from NSW DPE was not issued and will required to be resubmitted once a flood risk impact assessment has been undertaken.   |
| REZ/0007/2122 | 515 Crookwell Road, Kingsdale            | Rezone land to R5 large Lot Residential  | Reported to Council in September with a draft Planning Proposal document being prepared for initial consultation with Water NSW pre – Gateway.<br>Proponent is currently working through TfNSW feedback  |

| Proposal No.  | Location  | Proposal   | Progress   |
|---------------|---|--|--|
| REZ/0001/2223 | 407 & 457 Crookwell Road, Kingsdale                     | Rezoning land to part R2 Low Density Residential, Part R5 Large Lot Residential and RE1 Public Recreation.   | Councillor briefing presented on 27 June, report to Council presented 20 July. A draft Planning proposal is being prepared for pre-Gateway consultation pending the submission of additional items identified in the Council Report. Proponent is currently working through TfNSW feedback |
| REZ/0001/2324 | 44 Middle Arm Road, Goulburn                            | Rezoning land to R2 Low Density Residential.   | Preliminary assessment is underway. Councillor briefing session anticipated for <b>October 2023</b> .  |
| REZ/0002/2324 | Part 129 Marys Mount Road and 110 – 118 Middle Arm Road | Adjust zone boundaries of RU6 Transition, R2 Low Density Residential and introduce a C3 Environmental Management Zone over biodiversity avoided areas. | Lodged September – preliminary assessment is underway.   |

## 2.2 Planning and Related Legislative Updates

It is noted that no significant amendments have been made in the month to date to planning legislation (in relation to the Goulburn Mulwaree local government area) or to the *Goulburn Mulwaree Local Environmental Plan 2009*. The following various amendments to the NSW Environmental Planning and Assessment Act, Regulations or State Environmental Planning Policies have been made.

- The *Environmental Planning and Assessment Amendment (Housing and Productivity Contributions) Act 2023* was published on 29 September 2023 and commences on 1 October 2023. The Goulburn Mulwaree LGA is not within an area affected by the amendment (and the new housing and productivity contribution will not apply here) so only incidental amendments to planning provisions have any impact on planning in this area.
- The *Environmental Planning and Assessment Legislation Amendment (Housing and Productivity Contributions) Regulation 2023* was published on 29 September 2023 and commences on 1 October 2023. As per the above Goulburn Mulwaree LGA is not within an area affected by the amendment (and the new housing and productivity contribution) so only incidental amendments to planning provisions have any impact on planning in this area.

The object of this regulation is to make amendments to the Environmental Planning and Assessment Regulation 2021 and the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 consequent on the enactment of the Environmental Planning and Assessment Amendment (Housing and Productivity Contributions) Act 2023 (the amending Act). The amending Act amends the Environmental Planning and Assessment Act 1979 (the principal Act) to establish a new housing and productivity contributions scheme. The new scheme replaces the scheme for development contributions for the provision of infrastructure in relation to development on land in a special contributions area. This regulation makes amendments of a savings or transitional nature—

- (a) to deal with the application of certain provisions of the principal Act to development in former and continuing special contributions areas, and
- (b) to provide for the continuation of the Special Contributions Areas Infrastructure Fund, and
- (c) to provide for the construction of references in planning agreements and other instruments.

- *State Environmental Planning Policy Amendment (Housing and Productivity Contributions) 2023* was published on 29 September 2023 and commences on 1 October 2023 it is a self-repealing SEPP so is repealed the day after commencement. It amends Clause 6.1 in various LEPs **including the Goulburn Mulwaree LEP 2009** by omitting “special contributions area (as defined by section 7.1 of the Act)” wherever occurring. Inserting instead “region within the meaning of the Act, Division 7.1, Subdivision 4. It makes further amendments to precinct related SEPPs – none of which apply to this LGA.
- The Environmental Planning and Assessment Amendment (Sustainable Buildings) Regulation 2023 was published and commenced on 22 September 2023.

The object of this regulation is to amend the uncommenced *Environmental Planning and Assessment Amendment (Sustainable Buildings) Regulation 2022* to make changes required before the commencement of that regulation and State Environmental Planning Policy (Sustainable Buildings) 2022 on 1 October 2023. This regulation also makes further provision for BASIX certificates that accompany development applications and applications for complying development certificates for BASIX development and BASIX optional development.

- It is worth noting that the new State Environmental Planning Policy (Sustainable Buildings) commonly known as BASIX commences on 1 October 2023 with increased standards. Increasing the standards will help make dwellings more comfortable year-round with less reliance on heating and cooling technology.

This is expected to improve the existing sustainability standards for new residential buildings by:

- increasing the thermal performance standard from an average of 5.5–6 stars to 7 stars on the Nationwide House Energy Rating Scheme (NatHERS)
- reducing greenhouse gas emissions by 7-11% (depending on location and type of residential development proposed).

An average home meeting the higher BASIX standards will:

- save \$1,070 per year in energy bills
- have \$678 extra to spend each year (bill savings less the mortgage repayments on 5.94% p.a. interest rate).

The standards are increasing for all new residential buildings across NSW, except for some climate zones in North Eastern NSW and apartment buildings up to 5 storeys.

Homebuyers who sign a building contract for a new house or duplex before 1 October 2023 can apply to use the current BASIX standards for their new home. This additional transition period will end on 30 June 2024.

Read more about the increases to BASIX standards on the [NSW Planning Portal](#)

- The *Environmental Planning and Assessment Amendment (Exceptions to Development Standards) Regulation 2023* was published on 15 September and commences on 1 November 2023. The objects of this regulation are—
  - (a) to require a development application that proposes to contravene a development standard to be accompanied by a document setting out the grounds to justify the contravention, and
  - (b) to require notice to be given to the Secretary of the Department of Planning and Environment in relation to the approving or refusing of a contravention of a development standard.

- Currently this is managed through the requirements of Clause 4.6 (exceptions to development standards) within the Standard Instrument LEPs (including the Goulburn Mulwaree LEP 2009). The inclusion of this provision in the Regulations is providing more weight in terms of the submission of a document that basically addresses the same points in clause 4.6 (i.e. the justification) with a DA. An amendment to the Standard Instrument will update clause 4.6 to reflect this change (refer Standard Instrument (Local Environmental Plans) Amendment (Exceptions to Development Standards) Order 2023 also published on 15 September 2023).
- The *Environmental Planning and Assessment Amendment (Estimated Development Cost) Regulation 2023* was made and published on 15 September 2023 and commences on 4 March 2024.

The object of this regulation is to amend the *Environmental Planning and Assessment Regulation 2021* in relation to the cost of development, also known as the capital investment value, for various purposes, including for the determination of fees for development applications.

This regulation makes consequential amendments to the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021. A self-repealing SEPP was also published which commences on 4 March, 2024 (refer to *State Environmental Planning Policy Amendment (Estimated Development Cost) 2023*). This SEPP amends some LEPs in relation to contributions provisions but not the GM LEP 2009. A few amendments are also made to update other SEPPs in relation to this matter.



**3 Environment & Health**



**3.1 Adoptions for the month**



3.2 Biosecurity Weeds Update

" Flupropanate Chemical Update"

Reports of Flupropanate being back on the market are looking promising with the Chinese factory back online, but the chemical has yet to hit the shelves of rural produce stores.

The lack of availability of Flupropanate, along with other significant weed control chemicals, has been an ongoing issue since the early Covid-19 lockdowns. This has resulted in a challenging environment for landholders seeking to manage weeds on their land.

The registered brand "Tussock" will start to be sold in ten litre drums for the short term and then progress to one and five litre drums.

There has been no mention of twenty litre drums being produced at this stage and this may well be due to pricing factor with a cost increase of 193% with a twenty-litre drum coming in at \$2200 compared to \$750 previously.

With an increase in the chemical price now putting the ten litre drums at \$1100, landowners will need to carefully evaluate their need for selective herbicide treatment versus more traditional farming methods for their productive farmland.

A recent browse over the online sites around the Goulburn has revealed some bargains are still to be had with a five-litre drum of Taskforce for \$400 being snapped up within the first half hour of being advertised.





GOULBURN MULWAREE COUNCIL

# Utilities Directorate Report



## September 2023

One Team Delivering With

Passion Respect Innovation Dedication Excellence



Goulburn Mulwaree Utilities

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**1.0 Water Services Operational Performance**

**1.1 Water Performance**

**1.1.1 Goulburn Storages**

The following table shows the status of the water storages as of 30 September 2023:

| Storage      | Capacity (ML) | Depth (m) TWL | Volume       |             | Estimated Dead Storage |            | Usable Storage |             |
|--------------|---------------|---------------|--------------|-------------|------------------------|------------|----------------|-------------|
|              |               |               | (ML)         | (%)         | (ML)                   | (%)        | (ML)           | (%)         |
| Pejar        | 9000          | -0.016        | 8977         | 100         | 90                     | 1          | 8864           | 98.7        |
| Sooley       | 6250          | -0.373        | 5658         | 91          | 300                    | 5          | 4822           | 85.2        |
| Rossi        | 330           | 0.08          | 345          | 100         | 100                    | 30         | 245            | 71.0        |
| <b>Total</b> | <b>15580</b>  |               | <b>14980</b> | <b>96.1</b> | <b>490</b>             | <b>3.1</b> | <b>14490</b>   | <b>93.0</b> |

**1.1.2 Consumption**

September 2023:

| Location | Total Consumption (ML) | Daily Average (ML) |
|----------|------------------------|--------------------|
| Goulburn | 265                    | 9.14               |
| Marulan  | 8.1                    | 0.28               |

**1.1.3 Water Quality**

**Raw Water Quality**

Raw water quality remained relatively unchanged in both Goulburn and Marulan during September 2023.

**Reticulated Water Quality**

Some critical aesthetic drinking water results taken from samples in the reticulation system in September 2023:

| Parameter     | Unit | Guideline Value Aesthetic | Guideline Value Health | Goulburn Drinking Water Quality | Marulan Drinking Water Quality |
|---------------|------|---------------------------|------------------------|---------------------------------|--------------------------------|
| Colour (true) | HU   | 15                        | N/A                    | 1                               | 2                              |
| Iron          | mg/L | 0.3                       | N/A                    | <0.01                           | <0.01                          |
| Manganese     | mg/L | 0.1                       | 0.5                    | 0.0145                          | 0.0015                         |
| pH            |      | 6.5-8.5                   | N/A                    | 7.61                            | 8.03                           |
| Turbidity     | NTU  | 5                         | N/A                    | 0.6                             | 0.4                            |
| Hardness      | mg/L | 200                       | N/A                    | 153                             | 195                            |
| Aluminum      | mg/L | 0.2                       | N/A                    | 0.03                            | *                              |

\*Aluminium not tested in Marulan as Aluminium Sulfate is not used in the treatment process

Goulburn Mulwaree Utilities

**2.0 Wastewater Performance**

**2.1.1 Wastewater Volume Treated Goulburn**

September 2023:

| Treated Effluent   | Volume (ML) |
|--|-------------|
| <b>Total wastewater inflow</b>                           | 184.78      |
| <b>Irrigation and onsite reuse</b>                       | 19.98       |
| <b>River discharge (Screening and UV treatment only)</b> | 0.00        |
| <b>River discharge (Full treatment)</b>                  | 164.38      |

**2.1.2 Effluent Quality**

September 2023:

| Parameter               | Unit | 90 Percentile Concentration Licence Limit | Goulburn Effluent Quality |
|-------------------------|------|---|---------------------------|
| <b>pH</b>               |      | 6.5-8.5                                   | 8                         |
| <b>Suspended solids</b> | mg/L | 15  | 2                         |
| <b>Ammonia</b>          | mg/L | 2   | 0.1                       |
| <b>Total nitrogen</b>   | mg/L | 10  | 4.04                      |
| <b>Total phosphorus</b> | mg/L | 0.3                                       | 0.19                      |
| <b>Oil and Grease</b>   | mg/L | 10  | <1                        |

**3.0 Major Projects**

**3.1 Re-Use Scheme Irrigation Construction**

The project comprises of a distribution system incorporating new and existing pipelines, new or upgraded irrigation systems at seven sites, including, pump stations, storage tanks, and telemetry system to allow central monitoring and control of the irrigation systems. Irrigation sites included are Hudson Oval, North Park, Victoria Park, Carr Confoy, East Grove South, Recreation Area, and Goulburn District Racetrack.

**Project Program**

| Project Item   | Status/Comments  |
|--|--|
| <p><b>Construction of Irrigation fields, reticulation, WWTP modification, and communications</b></p> | <ul style="list-style-type: none"> <li>• Construction complete</li> <li>• Working through final section 60 approval prior to commissioning.</li> </ul> |
| <p><b>Budget</b></p>   | <ul style="list-style-type: none"> <li>• Overall Project: \$10,800,000</li> </ul>  |
|                   |    |

**3.2 Re-Use Goulburn Upgrade**

**Description**

Construction commenced in November 2021 at the Waste Management Centre. The Construction consists of the following:

- New Re-use Hub building
- New Resource Recovery Shed
- New site office facilities & education centre
- Additional weighbridge
- New operational vehicle wash bay
- New rainwater and leachate management systems
- Upgraded site utilities.
- Upgraded stormwater network.


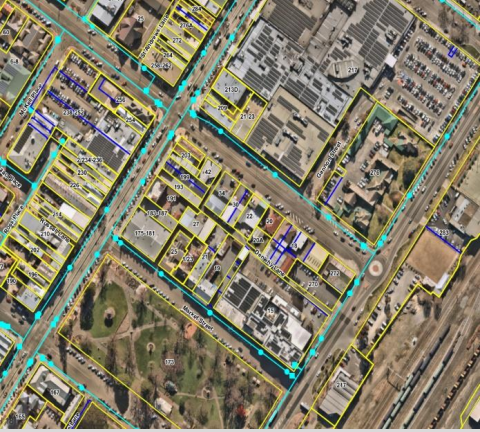
| Project Item               | Status/Comments  |
|----------------------------|--|
| <p><b>Construction</b></p> | <p>Project Status</p> <ul style="list-style-type: none"> <li>• Preparation for kerb and Gutter Complete</li> <li>• Steel erection of Main Building underway</li> <li>• Inground utilities complete.</li> <li>• Reuse Hub landscaping complete, island Beds complete. Preparation for spray seeding underway.</li> <li>• Rectification of Hub Building steel complete awaiting certification</li> <li>• Fitout work Commenced on Reuse Hub</li> <li>• Weighbridge slab completed.</li> <li>• Block retaining wall on main building complete.</li> <li>• Pavement Prep for roads underway</li> <li>• Cladding underway on Reuse Hub</li> </ul> <p>Works Expected for Next Two Months</p> <ul style="list-style-type: none"> <li>• Kerb and Gutter complete</li> <li>• Pavements completed.</li> <li>• Weighbridge complete</li> <li>• Landscape complete</li> <li>• Asphalt complete</li> <li>• Erection of steel on main building complete</li> <li>• Commence Plumbing rectifications.</li> <li>• Reuse hub car park complete.</li> <li>• Electrical, Mechanical, CCTV close to completion.</li> <li>• Installation of tipping bins</li> </ul> |



Goulburn Mulwaree Utilities



|  |   |
|--|---|
| <p><b>Budget</b></p>   | <ul style="list-style-type: none"> <li>• Contract Value: \$6,000,000</li> </ul>   |
| <p><b>Delays</b></p>   | <ul style="list-style-type: none"> <li>• Wet Weather delays on construction</li> <li>• Ground conditions, waste excavation</li> <li>• Principal contractor going into administration.</li> <li>• Structural Steel delays</li> </ul> |
|  |    |

**3.3 Capital Works – Water Infrastructure**

| Project Item  | Status/Comments   |
|---|---|
| <p><b>Construction</b></p>  | <p>Killard Infrastructure have commenced water main replacement at Fitzroy St to time in with the school holidays. Killards will complete as much work as possible during the school holiday period trying to get as much pipe in the ground before the COB 6<sup>th</sup> October. They will then move onto another allocated street which will most likely be a water main relocation within Bradfordville area. Work to be completed this financial year include:</p> <ul style="list-style-type: none"> <li>• Fitzroy Street</li> <li>• Bradfordville water main diversion</li> <li>• Clifford Street</li> <li>• Hume Street</li> </ul> |
| <p><b>Budget</b></p>  | <ul style="list-style-type: none"> <li>• Contract Value: \$1,000,000.00</li> </ul>  |
| <p><b>Delays</b></p>  | <ul style="list-style-type: none"> <li>• No Delays</li> </ul>   |
|  |   |

Goulburn Mulwaree Utilities

**3.4 Capital Works – Sewer Infrastructure**

| Project Item   | Status/Comments   |
|--|---|
| <p><b>Construction</b></p>   | <p>Insituform has started the sewer relining work for the 23/24 financial year (Remaining condition 4&amp;5).</p> |
| <p><b>Budget</b></p>   | <ul style="list-style-type: none"> <li>Contract Value: \$1,000,000</li> </ul>                                     |
| <p><b>Delays</b></p>   | <ul style="list-style-type: none"> <li>Nil</li> </ul>   |
|  |                                |

Goulburn Mulwaree Utilities


**3.5 Goulburn St SPS Upgrade Marulan**

| Project Item               | Status/Comments   |
|----------------------------|---|
| <p><b>Construction</b></p> | <p>Design and construction of a new sewer pump station and rising main at the corner of Goulburn St and Portland Ave in Marulan.</p> <p>Keane Civil have laid all required new gravity sewer mains from existing infrastructure to the new SPS, these will be cutover once new SPS is tested and commissioned. Internal electrical and telemetry works will commence soon.</p> <p>Project is on track to be cut over by end of October.</p> |
| <p><b>Budget</b></p>       | <ul style="list-style-type: none"> <li>Contract Value: \$942,881.50</li> </ul>  |
| <p><b>Delays</b></p>       | <p>Electrical work has experienced a delay which has slowed the program.</p>  |



Goulburn Mulwaree Utilities

**3.6 Common Street Sewer Main Works**

| Project Item  | Status/Comments  |
|---|--|
| <b>Construction</b>   | Keane Civil have completed all works including restoration works. Defects are being rectified and final claim is soon to be submitted to close off the project entirely. |
| <b>Budget</b>   | <ul style="list-style-type: none"> <li>Contract Value: \$432,414.50</li> </ul>   |
| <b>Delays</b>   | <ul style="list-style-type: none"> <li>Rock excavation was encountered for a small length of Line 01.</li> </ul>   |
|  |  |

Goulburn Mulwaree Utilities

**4.0 Waste and Recycling Initiatives**

**4.1 Goulburn Waste Management Centre Streams Received**

September 2023

| <b>Product</b>   | <b>Number/Tonnes</b> |
|--|----------------------|
| <b>Mattress</b>  | 80                   |
| <b>Clean Fill</b>  | 530.84               |
| <b>Food / Garden Organics (self-haul to centre)</b>  | 6.18                 |
| <b>Mixed Waste</b>   | 90.52                |
| <b>Asbestos</b>  | 14.66                |
| <b>Metal</b>   | 12.3                 |
| <b>Green Waste Collections (Council)</b>   | 248.07               |
| <b>Commercial Waste Collections (Council)</b>  | 293.54               |
| <b>Domestic Waste Collections (Council)</b>  | 438.2                |
| <b>Large Street Sweeper (Council)</b>  | 100.2                |
| <b>Residual Waste from Endeavour Industries (waste collected in recycling bins and not recycled)</b> | 55.32                |

# Operations Departmental Report

September 2023



One team delivering with **P**assion **R**espect **I**nnovation **D**edication **E**xcellence

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## 1. Operations Service Response Status

During September, we received 225 new service response requests from the community.

| Operations Service Response Status – September 2023 |                |              |                    |             |                 |
|---|----------------|--------------|--------------------|-------------|-----------------|
| Work Group  | Primary Group  | New Requests | Completed Requests | % Completed | YTD % Completed |
| Community Facilities                                | Buildings      | 7            | 7                  | 100%        | 96%             |
| Community Facilities                                | Cemeteries     | 2            | 2                  | 100%        | 100%            |
| Community Facilities                                | Parks & Assets | 30           | 28                 | 93%         | 98%             |
| Parks & Gardens                                     | Parks & Assets | 12           | 10                 | 83%         | 89%             |
| Parks & Gardens                                     | Trees          | 44           | 42                 | 95%         | 93%             |
| Works   | All            | 130          | 119                | 91%         | 94%             |
| <b>September 2023 Total</b>                         |                | <b>225</b>   | <b>208</b>         | <b>93%</b>  | <b>95%</b>      |

Incomplete tasks are those that were received at the end of the month and placed on maintenance scheduled.

## 2. Planned Works

Planned works that may impact the community in Q3 are listed below.

| Planned Works – Q3                               |                |                               |
|--|----------------|-------------------------------|
| Location   | Date           | Description of works          |
| Zone 13 Rural Roads                              | October 2023   | Maintenance Grading           |
| Braidwood Road                                   | October 2023   | Heavy Patching Asphalting     |
| Clinton Street                                   | October 2023   | Heavy Patching Asphalting     |
| Windellama Road Stage 5                          | October 2023   | Pavement Rehabilitation works |
| Clinton Street                                   | October 2023   | Kerb and Gutter Replacement   |
| Deccan and Clinton Street                        | Nov – Dec 2023 | Asphalt Pavement Repair       |
| Windellama Road                                  | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Bullamalita Road                                 | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Brisbane Grove Road                              | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Currawang Road                                   | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Carrick Road                                     | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Brayton Road                                     | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Red Hills Road                                   | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Old Tallong Road                                 | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Highland Way                                     | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Warrima Close                                    | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Chinaman’s Lane                                  | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Cullulla Road                                    | Nov – Dec 2023 | Rural Road Rehabilitation     |
| Rural Road Rehabilitation Program Roads as above | Nov – Dec 2023 | Rural Line Marking            |

Dates may vary due to weather, availability of crews and any urgent works requirements.

### 3. Community Facilities

#### 3.1 Operational



**Carr Confoy top dressing**



**Seiffert Oval playing surface**

**Cemeteries** – 13 burials during September 2023. This brings the total to 117 across Council’s managed sites for the calendar year.

| Cemetery     | September 2023  |                  | YTD Interments  |                  |
|--------------|-----------------|------------------|-----------------|------------------|
|              | Body Interments | Ashes Interments | Body Interments | Ashes Interments |
| General      | 1               | 7                | 49              | 39               |
| St Patrick’s | 5               | 0                | 29              | 0                |
| Tarago       | 0               | 0                | 0               | 0                |
| Tallong      | 0               | 0                | 0               | 0                |
| <b>TOTAL</b> | <b>6</b>        | <b>7</b>         | <b>78</b>       | <b>39</b>        |

**Vandalism** – The following table is a summary cost of vandalism that has occurred in the LGA from September 2023. The table indicates the monthly cost to repair incurred damage, which includes materials and labour costs.

| Month                                      | Cost            |
|--|-----------------|
| July 2023                                  | \$3,400         |
| August 2023                                | \$4,250         |
| September 2023                             | \$4,900         |
| <b>Rolling Annual Cost</b>                 | <b>\$12,550</b> |
| <b>Rolling Annual Average Monthly Cost</b> | <b>\$4,184</b>  |

### 3.2 Aquatic Centre

The Aquatic Centre have finalised renewals for Term 4’s Learn to Swim program.

Overall Aquatic Centre attendance continues to increase in all areas of operation.

Significant repairs have been completed to ensure the joint sealing of the outdoor pool is water tight. The pool is now filled with water, with the aim to open within the next two weeks.

Existing damaged shade sails have been replaced and new shade sails installed, which will provide additional sun protection for user groups in the summer months.



**Outdoor pool preparation for opening**

## 4. Works

### 4.1 Maintenance Grading

The following roads were graded in September 2023.

| Maintenance Grading<br>September 2023  |  |
|--|--|
| <ul style="list-style-type: none"> <li>Painters Lane</li> <li>Canyonleigh Road</li> <li>Dairy Road</li> <li>Stoney Creek Road</li> </ul> | <ul style="list-style-type: none"> <li>Jaorimin Creek Road</li> <li>Tarlo River Road</li> <li>Wollogorang Road</li> <li>School House Road</li> </ul> |

### 4.2 Operational Work

#### Completed projects

- Oallen Ford Road (Bungonia – OAF Bridge) - Heavy patch program and line marking completed.
- Oallen Ford Road - 3.2km stabilisation reconstruction and line marking completed.
- Bourke and Clifford Street - Traffic cushion installation
- Currawang Road – Causeway and patch sealing works completed.
- Painters Lane – Maintenance grading completed along with Bus Stop construction, including 450mm pipe extensions.

#### Projects underway

- Windellama Road Stage 5 – Site establishment
- Windellama Road – Shove Repairs
- Windellama Road – Heavy patch repairs
- Sandy Point Road – Maintenance Grading
- Clinton Street – kerb and gutter replacement



**Oallen Ford Road - Line Marking**

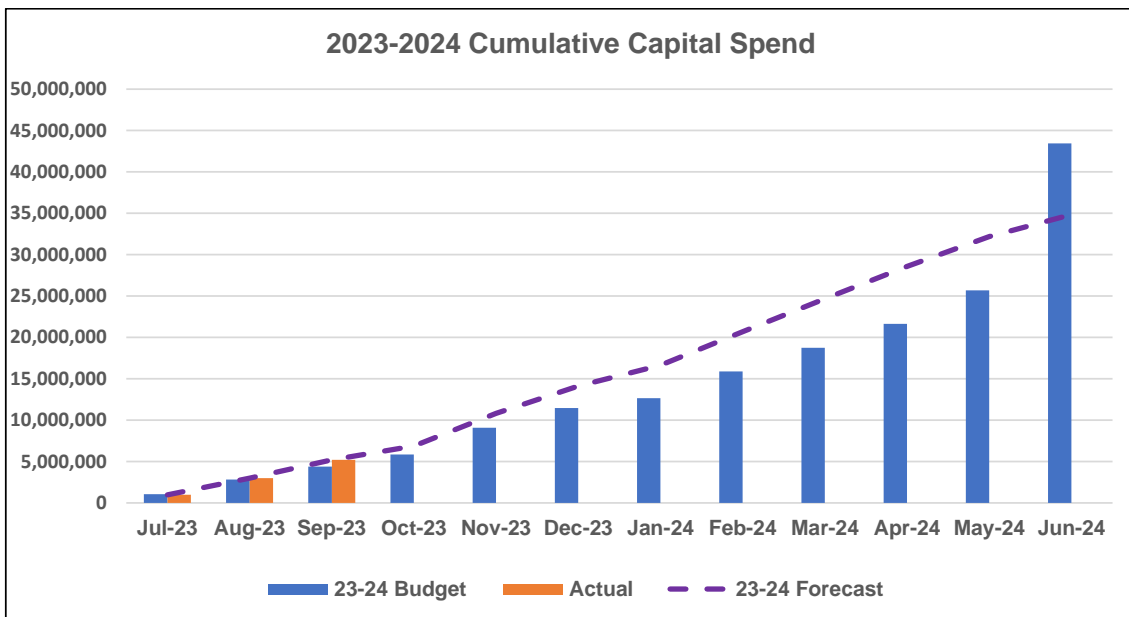
## 5. Capital Works

The Capital Works Program is derived from the Goulburn Mulwaree Council Operational Plan. Additional grant projects will be included in the program as funding is made available. The Departmental Capital Works Program for 2023-24, including carry-overs and recent grant approvals, is \$43,450,257.

### Financial Performance

The delivery of the Capital Works Program is currently tracking ahead of the baseline budget, the year-to-date expenditure on the Program was \$5,197,134.

**Graph indicating cumulative 2023-24 capital expenditure v capital works program budget**



**Major Projects** - indicates the individual performance of Operations Major Capital Works Projects and Programs:

| Project Name   | Phase        | 23-24 Budget | YTD Budget | YTD Actual | Budget | Schedule | Comments  |
|--|--------------|--------------|------------|------------|--------|----------|---|
| Carr Confoy Pavilion (G)                               | Design       | 7,368,009    | 31,800     | 30,972     | ●      | ●        | Request for Tender released   |
| Fleet Management - Capital                             | Renewal      | 5,496,025    | 306,294    | 306,294    | ●      | ●        | 2 Light and 7 Heavy Fleet delivered   |
| 18-22 North Gbn Employment Precinct and Roundabout (G) | Construction | 4,462,971    | 1,160,122  | 1,093,704  | ●      | ●        | EOT applied with the funding body for June 2024 completion                            |
| 23/24 West Goulburn Freight Route-Clinton Street       | Design       | -            | -          | 28,733     | ●      | ●        | RFQ relased inclusive of Clinton Street and Deccan Street                             |
| South Goulburn Shared Pathway (G)                      | Design       | 2,756,900    | -          | 262        | ●      | ●        |   |
| Mayfield Bridge Replacement (G)                        | Design       | 2,138,000    | 241        | 1,079      | ●      | ●        | Currently in Design phase.  |
| Run-O-Water Second Access (G)                          | Design       | 2,000,000    | -          | -          | ●      | ●        |   |
| 22/23 Eastgrove Shared Pathway (G)                     | Design       | 2,050,442    | -          | 542        | ●      | ●        | Extension of time to be applied for through funding body                              |
| Jerrara Road Upgrade - Blackspot (G)                   | Construction | -            | -          | 1,413      | ●      | ●        | Awaiting design approval from TfNSW.  |
| Bradley Street Drainage Upgrade Work (G)               | Construction | 1,162,519    | 551,711    | 522,793    | ●      | ●        |   |
| Goulburn Mulwree Pothole Repairs & Heavy Patching      | Construction | -            | -          | 750,755    | ●      | ●        | Awaiting Budget allocation in quarterly review.                                       |
| Japanese Garden Enhancement Stage 2 (G)                | Design       | 717,129      | -          | 31,708     | ●      | ●        |   |
| Gravel Resheeting                                      | Renewal      | 644,775      | 356,104    | 303,650    | ●      | ●        |   |
| Carr Confoy Netball Court Resurfacing (G)              | Design       | 692,214      | 9,103      | 8,057      | ●      | ●        |   |
| Kinghome/Albert Roundabout (G)                         | Construction | 562,542      | 152,000    | 2,655      | ●      | ●        |   |
| Jerrara-Dallen Ford Road Rehabilitation                | Construction | 518,563      | -          | 10,865     | ●      | ●        |   |
| WWT - Cemetery St (G)                                  | Construction | 742,748      | 305,000    | 361,301    | ●      | ●        | Request for extra funds has been sent to funding body                                 |
| GMC Emergency Operation Centre (G)                     | Design       | 489,320      | 30,000     | 30,676     | ●      | ●        | QS report being prepared to assess costs and EOT to be requested from funding partner |
| RRBG - Highland Way (G) - Rural                        | Construction | 425,000      | -          | 4,972      | ●      | ●        |   |
| Marulan Soccer Fields Lighting/Drainage Upgrade (G)    | Construction | 423,852      | -          | 2,738      | ●      | ●        |   |
| Rural Resealing  | Renewal      | 157,584      | 884        | 884        | ●      | ●        |   |
| Hockey Redevelopment - New Amenities (G)               | Construction | 400,000      | 400,000    | 561,875    | ●      | ●        | EOT for November 2023 completion accepted by the funding body.                        |
| Buildings - Capital                                    | Construction | 389,050      | 28,514     | 28,514     | ●      | ●        |   |
| Deccan Street Rehabilitation - FLR (G)                 | Construction | 329,818      | 29,669     | 16,362     | ●      | ●        | RFQ closed and Council report submitted for resolution                                |
| Open Spaces Capital                                    | Construction | 324,614      | 66,739     | 54,652     | ●      | ●        |   |
| Village Footpaths - LRCI3 (G)                          | Construction | -            | -          | 92,803     | ●      | ●        |   |
| RHL Collector Road - Veolia Sec94                      | Construction | 300,000      | 14,003     | 14,003     | ●      | ●        |   |
| Bladwell Park Infrastructure Upgrade (G)               | Construction | 290,300      | -          | 9,997      | ●      | ●        | RFQ closed on 26 September  |
| Carr Confoy Netball Courts Lighting Upgrade (G)        | Design       | 286,800      | -          | -          | ●      | ●        |   |
| Active Recreation - Capital                            | Construction | 278,248      | 55,000     | 69,026     | ●      | ●        |   |
| Urban Road Rehabilitation - LRCI4                      | Construction | 273,442      | -          | -          | ●      | ●        |   |
| Windellama Rd - FLR (G)                                | Construction | -            | -          | 67,553     | ●      | ●        |   |
| Rural Roads Rehabilitation - LRCI4 (G)                 | Construction | 345,000      | -          | -          | ●      | ●        |   |

● No action required ● Escalate issue to Director ● Escalate issue to Council

The information provided in the following reports provides ITD budgets and expenditure for multiyear projects:

| <b>Project</b>                                  |  | <b>Windellama Road - Fixing Local Roads</b> |  |
|---|--|---|--|
| Budget:   | \$5,566,902  |   |  |
| Expenditure to date:                            | \$5,364,714  |   |  |
| Funding Partners                                | TfNSW Fixing Local Roads<br>Roads to Recovery<br>GMC                                     |   |  |
| Key Dates                                       | Commence construction  | August 2021                                 |  |
|   | Complete construction  | October 2023                                |  |
| Project forecast to be completed within budget? | Yes  |   |  |
| Project forecast to be completed on time?       | Yes  |   |  |
| Delays experienced during the month             | Nil  |   |  |
| Issues to report                                | Nil  |   |  |
| Works Completed last month                      | Mobilization of crew to construct remaining 200m section near Painter Lane Intersection. |   |  |
| Next month                                      | Continue with above work.  |   |  |

| <b>Project</b>                                  |   | <b>Windellama Road Stage 5- Fixing Local Roads</b> |  |
|---|---|--|--|
| Budget:   | \$4,204,068   |  |  |
| Expenditure to date:                            | \$131,021   |  |  |
| Funding Partners                                | TfNSW Fixing Local Roads<br>Roads to Recovery   |  |  |
| Key Dates                                       | Grant Funding Signed  | 1 March 2023                                       |  |
|   | Commence construction   | October 2023                                       |  |
|   | Construction Completed  | February 2025                                      |  |
| Project forecast to be completed within budget? | Yes   |  |  |
| Project forecast to be completed on time?       | Yes   |  |  |
| Delays experienced during the month             | Nil   |  |  |
| Issues to report                                | Nil   |  |  |
| Works Completed last month                      | Vegetation clearance works in preparation for culvert extension and pavement formation works. |  |  |
| Next month                                      | Drainage and formation work to be completed and gravel overlay to commence.                   |  |  |

**Fixing Local Roads Round 4**  
*Windellama Road – Lumley Road to Eloura Lane 6.75km*

The map shows an aerial view of a rural road network. A green line highlights the section of Windellama Road from Lumley Road to Eloura Lane. Eight callout boxes with white backgrounds and black text point to specific areas on the map, detailing proposed works:

- Transition rehabilitated pavement in with Lumley Road intersection
- Overlay existing pavement 200mm DGS 40 to improve pavement width and shape
- Rehabilitate pavement failures within segment
- Transition rehabilitated pavement back into existing
- Remove and replace unsuitable sub grade in areas identified
- Undertake vegetation removal to improve sight distance
- Clear existing drainage structures and table drains
- Stabilise existing sub grade to improve strength of pavement

**Windellama Road Stage 5 - Proposed works**



| Projects  | Gravel Resheeting Program |           |
|---|---------------------------|-----------|
| Budget:   | \$644,775                 |           |
| Expenditure to date:                            | \$303,650                 |           |
| Funding Partners                                | GMC Reserve               |           |
| Key Dates                                       | Commence construction     | July 2023 |
|   | Construction Completed    | July 2024 |
| Project forecast to be completed within budget? | Yes                       |           |
| Project forecast to be completed on time?       | Yes                       |           |
| Delays experienced during the month.            | Nil                       |           |
| Issues to report                                | Nil                       |           |
| Works Completed last month                      | Wollogorang Road          |           |
| Next month                                      | Focus on Windellama Road  |           |

| Project   | Jerrara Road – Black Spot                |     |
|---|--|-----|
| Budget:   | \$1,771,000                              |     |
| Expenditure to date:                            | \$45,247                                 |     |
| Funding Partners                                | Australian Government Black Spot         |     |
| Key Dates                                       | RFT released                             | TBA |
|   | Commence construction                    | TBA |
|   | Complete construction                    | TBA |
| Project forecast to be completed within budget? | Yes                                      |     |
| Project forecast to be completed on time?       | Yes                                      |     |
| Delays experienced during the month             | Nil                                      |     |
| Issues to report                                | Nil                                      |     |
| Works Completed last month                      | Approval received from TfNSW             |     |
| Next month                                      | Determine appropriate method of delivery |     |

| <b>Project</b>                                  |   | <b>West Goulburn Freight Route- Clinton Street Upgrade &amp; Deccan Street Rehabilitation</b> |  |
|---|---|---|--|
| Budget:   | \$5,072,585 (Total budget for both projects, including grant funding, which will be brought forward during quarterly review)  |   |  |
| Expenditure to date                             | \$198,521   |   |  |
| Funding Partners                                | Heavy Vehicle Safety and Productivity Program<br>Fixing Local Roads Program<br>Local Roads and Community Infrastructure Grant<br>GMC                                    |   |  |
| Key Dates                                       | Deed Signed   | 13 December 2022  |  |
|   | Commence construction   | 23 November 2023  |  |
|   | Construction Completed  | 23 November 2024  |  |
| Project forecast to be completed within budget? | Yes   |   |  |
| Project forecast to be completed on time?       | Yes   |   |  |
| Delays experienced during the month             | Nil   |   |  |
| Issues to report                                | Investigating viability of roundabout at Clinton and Deccan Streets.  |   |  |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>RFQ closed for AC works and Council report submitted for resolution.</li> </ul>  |   |  |
| Next month                                      | <ul style="list-style-type: none"> <li>Kerb and gutter works to complete.</li> <li>Award contract for night works and prepare pre-mobilisation documentation</li> </ul> |   |  |



**Clinton Street Upgrade – From Cowper Street to Deccan Street**

|   |  |               |
|---|--|---------------|
| <b>Project</b>                                  | <b>Wollondilly River Walking Track-Cemetery Street to Josephs Gate</b>   |               |
| Budget:   | \$ 2,250,000   |               |
| Expenditure to date:                            | \$ 1,868,553   |               |
| Funding Partners                                | Bushfire Local Economic Recovery Fund  |               |
| Key Dates                                       | Commence Design  | February 2021 |
|   | Complete Design  | November 2021 |
|   | Handover to Projects   | February 2021 |
|   | Construction Commenced   | May 2021      |
|   | Complete Construction  | March 2024    |
| Project forecast to be completed within budget? | No. Request for extra funds has been sent to funding body  |               |
| Project forecast to be completed on time?       | NIL  |               |
| Delays experienced during the month             | Land acquisition delayed due to Aboriginal Land Claim.   |               |
| Issues to report                                | Ongoing matters to resolve regarding land access with Crown Lands and ALC.   |               |
| Works Completed last month                      | River crossing structure complete  |               |
| Next month                                      | <ul style="list-style-type: none"> <li>• Land acquisition with ALC to continue while construction continue.</li> <li>• River crossing construction to complete with handrails</li> </ul> |               |



**Wollondilly River Walking Track**

| Project   |   | Hockey Centre Redevelopment |  |
|---|---|-----------------------------|--|
| Budget:   | \$1,941,156   |                             |  |
| Expenditure to date                             | \$1,341,156   |                             |  |
| Funding Partners                                | Growing Local Economies   |                             |  |
| Key Dates                                       | Deed Signed   | December 2020               |  |
|   | Construction  | September 2022 – March 2023 |  |
|   | Grant Completion Date   | November 2023               |  |
| Project forecast to be completed within budget? | No.<br>Revised forecast costs have been approval by Council.  |                             |  |
| Project forecast to be completed on time?       | An EOT to complete the project by November 2023 was accepted by the funding body.   |                             |  |
| Delays experienced during the month             | Nil. Contractor working to current Construction Program.  |                             |  |
| Issues to report                                | Nil   |                             |  |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>• Interim OC for the existing building issued.</li> <li>• Existing refurbished building / Canteen being used by Hockey.</li> <li>• Placement of concrete to ramps and pathways.</li> </ul> |                             |  |
| Next month                                      | <ul style="list-style-type: none"> <li>• Handrail fabrication and installation.</li> <li>• Preliminary landscaping works.</li> <li>• Finishing trades for new building.</li> </ul>  |                             |  |

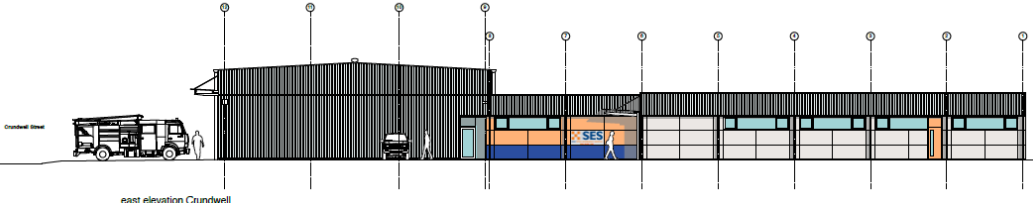



**Hockey Centre Amenities Block – Current progress**

| Project   | Mayfield Road Bridge Replacement  |                            |
|---|---|----------------------------|
| Budget:   | \$2,288,000   |                            |
| Expenditure to date                             | \$76,065  |                            |
| Funding Partners                                | Bridges Renewal<br>Fixing Country bridges   |                            |
| Key Dates                                       | Deed Signed   | Sept 2022 & August 2022    |
|   | Preliminary site investigations   | November 2022 – March 2023 |
|   | Commence construction   | February 2024 & May 2024   |
|   | Complete Construction   | February 2025 & May 2025   |
| Project forecast to be completed within budget? | Yes   |                            |
| Project forecast to be completed on time?       | Yes   |                            |
| Delays experienced during the month             | Nil   |                            |
| Issues to report                                | Nil   |                            |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>• Design stage</li> <li>• Developing tender documents</li> </ul> |                            |
| Next month                                      | Continuing with above works   |                            |

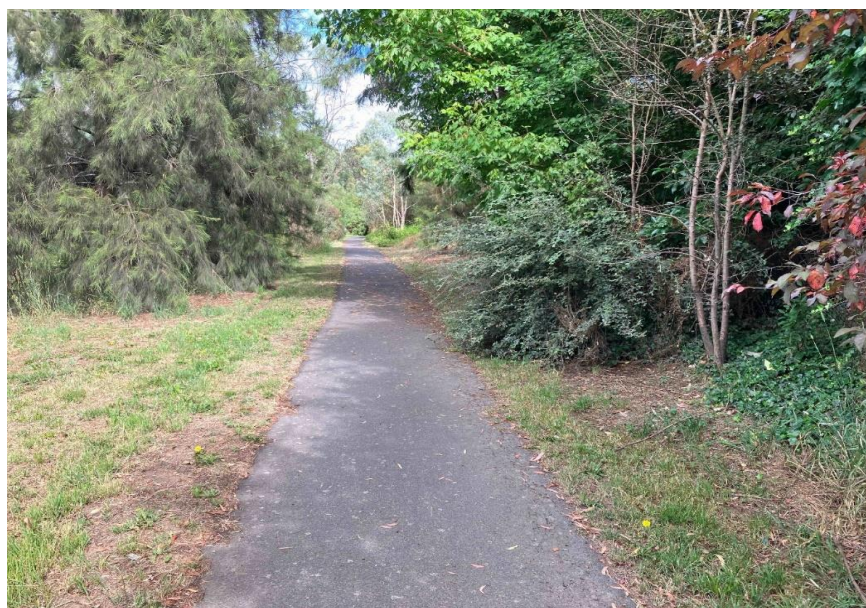


**Mayfield Road Bridge – Closed with diversions in place.**

| Project   |   | Emergency Operations Centre/SES and GMC Training Room |  |
|---|---|---|--|
| Budget:   | \$3,932,268   |   |  |
| Expenditure to date   | \$72,892  |   |  |
| Funding Partners  | Black Summer Bushfire Recovery Grant  |   |  |
| Key Dates   | Deed Signed   | June 2022   |  |
|   | Preliminary investigation and feasibility   | July 2022 – November 2022                             |  |
|   | Schematic Design  | October 2022 – December 2022                          |  |
|   | Procurement for Construction  | May 2023 – July 2023                                  |  |
|   | Commence Construction   | August 2023 – March 2024                              |  |
|   | Grant Completion  | March 2024  |  |
| Project forecast to be completed within budget?   | No. Current concept design completed by the SES is exceeding the original concept design submitted for the grant application. A QS report is being prepared to assess the likely costs.   |   |  |
| Project forecast to be completed on time?   | No. Delays finalising the concept design with the SES have delayed detailed design. An EOT will be requested from the funding partner.  |   |  |
| Delays experienced during the month   | SES are required to assess planned works against available funding deed commitment.   |   |  |
| Issues to report  | <ul style="list-style-type: none"> <li>Design has increased considerably since concept design and grant funding deed application submission.</li> <li>SES willing to provide a large contribution to progress the project. Works will not proceed on detailed design until funding agreement is reached.</li> </ul> |   |  |
| Works Completed last month  | <ul style="list-style-type: none"> <li>Tender closed on 22 August.</li> <li>Evaluation undertaken</li> <li>Report presented to Council and Tenders rejected</li> <li>Negotiation process undertaken with two contractors.</li> </ul>  |   |  |
| Next month  | <ul style="list-style-type: none"> <li>Approval to be obtained from CEO</li> <li>Issue letter of award</li> </ul>   |   |  |
|  <p style="text-align: center;"><b>EOC - Concept Design</b></p> |   |   |  |

| Project  | Urban Stormwater Drainage   |               |
|--|---|---------------|
| Budget:  | \$1,003,997<br>Project budget to be assessed at quarterly review.   |               |
| Expenditure to date  | \$1,031,718   |               |
| Key Dates  | Procurement for Construction  | October 2022  |
|  | Commence construction   | January 2023  |
|  | Complete construction   | December 2023 |
| Project forecast to be completed within budget?                                      | No  |               |
| Project forecast to be completed on time?  | No. Estimated completion by December 2023.  |               |
| Delays experienced during the month  | Relocation of gas services  |               |
| Issues to report   | The project will go over budget due to, <ul style="list-style-type: none"> <li>- Design - revision due to latent ground conditions.</li> <li>- Conflict around services.</li> <li>- Essential energy power pole</li> <li>- Part of the stormwater culvert must be completed in-situ.</li> <li>- Provide and maintain generator for nearby residence.</li> <li>- Additional works.</li> </ul> Delays in relocating gas services. |               |
| Works Completed last month   | <ul style="list-style-type: none"> <li>• Hydro mulch application completed.</li> <li>• Consultation with Jemena on the gas service relocation.</li> <li>• Backfilling of southern end of works and installation of pedestrian path.</li> </ul>  |               |
| Next month   | Gas services relocation, completion of northern stormwater pit, reinstatement of grounds and fences, and installation of remaining section of footpath.   |               |
|  |   |               |
| <b>Faithfull Street, Stormwater</b>  |   |               |

| Project   | Eastgrove and South Goulburn Pathways   |               |
|---|---|---------------|
| Budget:   | \$2,085,000   |               |
| Expenditure to date                             | \$35,100  |               |
| Funding Partners                                | Get NSW Active  |               |
| Key Dates                                       | Deed signed   | November 2022 |
|   | Commence construction   | TBA           |
|   | Construction Completed  | TBA           |
| Project forecast to be completed within budget? | Yes   |               |
| Project forecast to be completed on time?       | No. Extension of time to be applied for through funding body  |               |
| Delays experienced during the month             | Delays in design development  |               |
| Issues to report                                | Work will be bundled with the south Goulburn Shared Path project creating a single package of work.   |               |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>• Detail design being undertaken in line with South Goulburn Shared Path.</li> <li>• RFQ has been released to engage consultant to undertake detailed designs for both projects</li> </ul> |               |
| Next month                                      | <ul style="list-style-type: none"> <li>• RFQ to be awarded to engage design consultant</li> </ul>   |               |



**Eastgrove Pathway – Current Condition**



| Project   | Netball Courts Resurfacing and Lighting Upgrade  |               |
|---|--|---------------|
| Budget:   | \$699,998  |               |
| Expenditure to date                             | \$15,841   |               |
| Funding Partners                                | Stronger Country Communities Round 4<br>Stronger Country Communities Round 5                                     |               |
| Key Dates                                       | Deed Signed  | February 2022 |
|   | Commence construction  | October 2023  |
|   | Complete Construction  | August 2024   |
| Project forecast to be completed within budget? | Not at this point, insufficient budget   |               |
| Project forecast to be completed on time?       | Yes  |               |
| Delays experienced during the month             | Nil  |               |
| Issues to report                                | Nil  |               |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>• Contract awarded to ARW.</li> <li>• Initial contract meeting</li> </ul> |               |
| Next month                                      | Ordering of materials – works not to commence until close of Netball season                                      |               |



**Netball Court – Curent condition**

|   |  |              |
|---|--|--------------|
| <b>Project:</b>                                 | <b>North Goulburn Employment Precinct</b>  |              |
| Budget:   | \$8,811,461  |              |
| Expenditure to date:                            | \$5,442,194  |              |
| Funding Partners                                | Growing Local Economies<br>Targeted Road Safety Works Program<br>GMC contribution  |              |
| Key Dates                                       | Commence construction  | October 2022 |
|   | Complete construction<br>(Grant milestone)   | June 2024    |
| Project forecast to be completed within budget? | Yes, noting there is a risk of over expenditure due to latent ground conditions.   |              |
| Project forecast to be completed on time?       | An extension of time has been applied for through the funding body with a new completion date June 2024.   |              |
| Delays experienced during the month             | Yes  |              |
| Issues to report                                | Awaiting arrival of substation   |              |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>• Electrical cable installation on Sydney Road underway</li> <li>• Retaining wall for substation complete</li> <li>• Foundation works for substation commenced</li> </ul> |              |
| Next month                                      | <ul style="list-style-type: none"> <li>• Installation of electrical cable to complete</li> <li>• Substation foundation construction to complete.</li> <li>• Substation to arrive to site</li> </ul>              |              |



**Common Street – Work in progress**

| Project   | Kinghorne Street Roundabout – Blackspot  |                         |
|---|--|-------------------------|
| Budget:   | \$584,797  |                         |
| Expenditure to date:                            | \$24,910   |                         |
| Funding Partners                                | Australian Government Black Spot Funding   |                         |
| Key Dates                                       | Design approved  | September 2022          |
|   | Procurement for Construction   | October 2022 – May 2023 |
|   | Commence construction  | August 2023             |
|   | Construction Complete  | December 2023           |
| Project forecast to be completed within budget? | Yes  |                         |
| Project forecast to be completed on time?       | Yes  |                         |
| Delays experienced during the month             | Nil  |                         |
| Issues to report                                | Nil  |                         |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>Existing pavement milling complete.</li> <li>Central island construction complete.</li> <li>Kerb and gutter and path work commenced.</li> </ul> |                         |
| Next month                                      | Construction work to continue  |                         |



**Kinghorne Street - VMS Board**

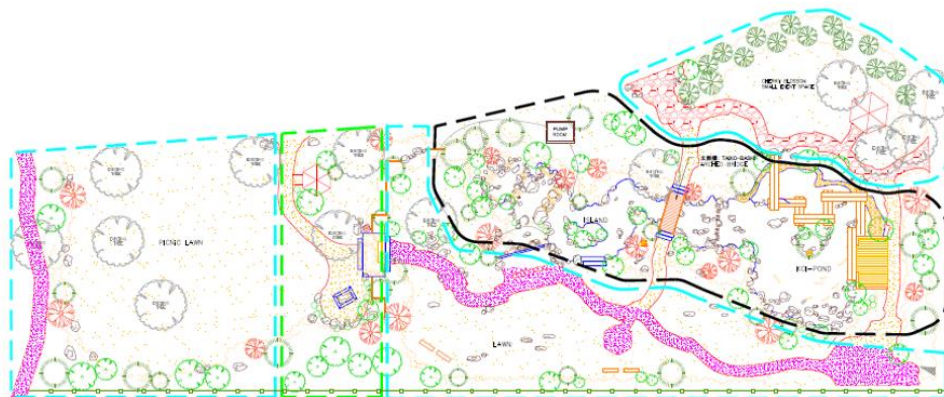
| Project   | Carr Confoy Amenities                  |                 |
|---|--|-----------------|
| Budget:   | \$7,368,009                            |                 |
| Expenditure to date                             | \$263,818                              |                 |
| Funding Partners                                | Multi-Sport                            |                 |
| Key Dates                                       | Deed Signed                            | 12 October 2022 |
|   | Design Finalised                       | March 2023      |
|   | Commence construction                  | January 2024    |
|   | Complete construction                  | June 2025       |
| Project forecast to be completed within budget? | Yes                                    |                 |
| Project forecast to be completed on time?       | Yes                                    |                 |
| Delays experienced during the month             | Nil                                    |                 |
| Issues to report                                | Nil                                    |                 |
| Works Completed last month                      | Release of RFT                         |                 |
| Next month                                      | Return of RFT documents and evaluation |                 |



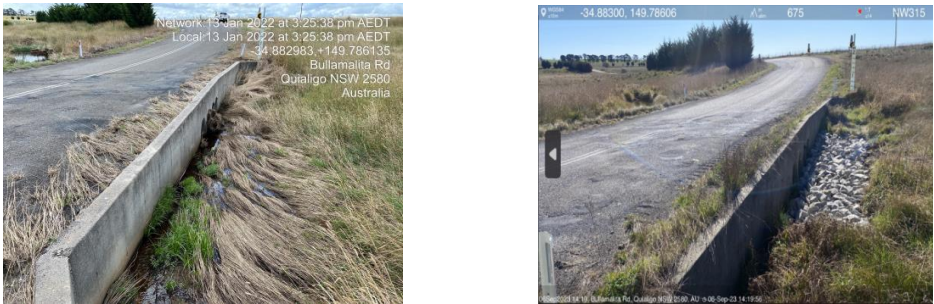
**Carr Confoy Amenities – Pre-Tender Design**

| Project   | Japanese Gardens  |               |
|---|---|---------------|
| Budget:   | \$900,000   |               |
| Expenditure to date                             | \$214,579   |               |
| Funding Partners                                | BBRF  |               |
| Key Dates                                       | Deed Signed   | January 2022  |
|   | Design Commenced  | November 2022 |
|   | Commence construction   | TBA           |
|   | Complete construction   | TBA           |
| Project forecast to be completed within budget? | Yes   |               |
| Project forecast to be completed on time?       | Yes   |               |
| Delays experienced during the month             | Nil   |               |
| Issues to report                                | Nil   |               |
| Works Completed last month                      | <ul style="list-style-type: none"> <li>• Submissions for Tender 2223T0017 rejected.</li> <li>• Alternative quotation sought from another suitable contractor; however, this submission also exceeded the budget.</li> </ul> |               |
| Next month                                      | <ul style="list-style-type: none"> <li>• This project will now be managed in house by GMC staff.</li> <li>• Release RFQ for concrete pathways</li> <li>• Confirm irrigation scope</li> </ul>                                |               |

**STAGE 1 (COMPLETED)**    ■■■ ■■■ ■■■ ■■■ ■■■  
**STAGE 2**                     ■■■ ■■■ ■■■ ■■■ ■■■  
**STAGE 3**                     ■■■ ■■■ ■■■ ■■■ ■■■



**Japanese Garden - Concept Design**

| <b>Project</b>   |  | <b>Natural Disaster – Disaster Funding Arrangements</b> |                         |                          |                         |  |
|--|--|---|-------------------------|--------------------------|-------------------------|--|
| Budget   | \$22.5 Million   |   |                         |                          |                         |  |
| Expenditure to date  | \$13.8 Million   |   |                         |                          |                         |  |
| Funding Partners   | Natural Disaster Funding Arrangements Enacted  |   |                         |                          |                         |  |
| Key Dates  | <b>EVENT</b>   | <b>Month of Event</b>                                   | <b>Completion Date</b>  | <b>Completion status</b> |                         |  |
|  | AGRN 871   | Dec-19  | 30-Sep-23               | 100%                     |                         |  |
|  | AGRN 898   | Feb-20  | 30-Sep-23               | 100%                     |                         |  |
|  | AGRN 923   | Aug-20  | 31-Mar-24               | 80%                      |                         |  |
|  | AGRN 960   | Mar-21  | 31-Mar-24               | 45%                      |                         |  |
|  | AGRN 987   | Dec-21  | 30-Jun-24               | 30%                      |                         |  |
|  | AGRN 1001  | Jan-22  | 31-Mar-25               | 15%                      |                         |  |
|  | AGRN 1012  | Mar-22  | 30-Jun-24               | 30%                      |                         |  |
|  | AGRN 1034  | Oct-22  | 30-Jun-25               | 2%                       |                         |  |
| Project forecast to be completed within budget                                       | <b>EVENT</b>   | <b>NDFA ALLOCATION</b>                                  | <b>SPEND</b>            | <b>COMMITMENTS</b>       | <b>CLAIMS</b>           |  |
|  | AGRN 871   | \$ 1,399,175.00   | \$ 949,923.00           | \$ 30,402.00             | \$ 837,951.83           |  |
|  | AGRN 898   | \$ 5,928,408.00   | \$ 5,285,353.00         | \$ 36,684.00             | \$ 5,212,707.76         |  |
|  | AGRN 923   | \$ 7,855,557.00   | \$ 6,127,910.00         | \$ 305,559.00            | \$ 6,086,031.17         |  |
|  | AGRN 960   | \$ 1,021,891.00   | \$ 446,058.00           | \$ 17,355.00             | \$ 489,531.39           |  |
|  | AGRN 987   | \$ 1,777,812.00   | \$ 696,050.00           | \$ 123,577.00            | \$ 812,712.63           |  |
|  | AGRN 1001  | \$ 3,802,382.00   | \$ 836,375.00           | \$ 707,950.00            | \$ 736,130.66           |  |
|  | AGRN 1012  | \$ 842,597.00   | \$ 320,530.00           | \$ 134,020.00            | \$ 327,301.67           |  |
|  | AGRN 1034  | \$ 68,699.00  | \$ 94,890.00            | \$ 93,950.00             | \$ 68,699.02            |  |
|  | <b>Total</b>   | <b>\$ 22,696,521.00</b>                                 | <b>\$ 14,757,089.00</b> | <b>\$ 1,449,497.00</b>   | <b>\$ 14,571,066.13</b> |  |
| Project forecast to be completed on time   | Yes, with approved variations to timelines.  |   |                         |                          |                         |  |
| Delays experienced during the month  | Natural Disaster Event AGRN 1034 has been resubmitted to Transport NSW for the issuance of the Funding Letter.   |   |                         |                          |                         |  |
| Issues to report   | Nil  |   |                         |                          |                         |  |
| Works Completed last Month   | Oallen Ford Road (Stage 2) Hetherington Street, Bullamalita Road, Arthurs Road, Carters Close Road, Towrang Rd, Kimridge Lane,   |   |                         |                          |                         |  |
| Next month   | <ul style="list-style-type: none"> <li>Commencing Lumley Rd and Brayton Rd package.</li> <li>Working on completing the forward works program</li> <li>Working on finalising events AGRN 871 &amp; 898 due to be closed 31 Oct 2023.</li> <li>New reporting requirements for Transport NSW</li> </ul> |   |                         |                          |                         |  |
|  |  |   |                         |                          |                         |  |
| <b>Bullamalita Road – Completed works</b>  |  |   |                         |                          |                         |  |

**17 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.

**18 CONCLUSION OF THE MEETING**

The Mayor will close the meeting.