
Council Meeting Agenda

29 January 2024 at 5.00pm



2023 Australia Day Celebrations

2024 Australia Day Celebrations will be held in Murrurundi & Merriwa

A Quality Rural Lifestyle - in a vibrant, caring and sustainable community



To All Councillors

You are hereby notified that the next meeting of the Upper Hunter Shire Council will be held on Monday, 29 January 2024 in the COUNCIL CHAMBERS, SCONE commencing at 5.00PM, for the purpose of transacting the undermentioned business.

This meeting will be recorded and those in attendance should refrain from making any defamatory statements.

There are to be no other recordings of this meeting without the prior authorisation of Council.

**GREG MCDONALD
GENERAL MANAGER**

1. PRAYER
2. ACKNOWLEDGEMENT OF COUNTRY
3. STATEMENT OF ETHICAL OBLIGATIONS

The Mayor and Councillors are reminded that they remain bound by the Oath or Affirmation of Office made at the beginning of the Council term to undertake their civic duties in the best interests of the people of the Upper Hunter Shire community and to faithfully and impartially carry out the functions, powers, authorities and discretions vested in them under the Local Government Act or any other Act, to the best of their ability and judgement.

Council Officials are also reminded of the requirement to declare and appropriately manage any conflicts of interest they may have in relation to matters considered at this meeting in accordance with the Code of Conduct and Code of Meeting Practice.

4. APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK
5. APOLOGIES / APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS

Cr Burns has requested leave of absence.

6. PUBLIC PARTICIPATION
7. CONFIRMATION OF MINUTES

Ordinary Council Meeting held on 18 December 2023

8. DISCLOSURES OF INTEREST

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MINUTES OF THE ORDINARY MEETING OF UPPER HUNTER SHIRE COUNCIL HELD ON MONDAY 18 DECEMBER 2023 IN THE COUNCIL CHAMBERS, SCONE COMMENCING AT 5.00PM

PRESENT:

Cr Maurice Collison (Mayor), Cr James Burns (Deputy Mayor), Cr Ron Campbell, Cr Tayah Clout, Cr Elizabeth Flaherty, Cr Belinda McKenzie, Cr Allison McPhee, Cr Lee Watts and Cr Adam Williamson.

IN ATTENDANCE:

Mr Greg McDonald (General Manager), Mr Mathew Pringle (Director Environmental & Community Services), Mr Rag Upadhyaya (Director Infrastructure Services), Mr Wayne Phelps (Manager Finance) and Mrs Robyn Cox (Executive Assistant).

PRAYER

ACKNOWLEDGEMENT OF COUNTRY

STATEMENT OF ETHICAL OBLIGATIONS

APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK:

Nil

APOLOGIES / APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS:

Nil

PUBLIC PARTICIPATION:

Nil

CONFIRMATION OF MINUTES:

23/237

RESOLVED

That the minutes of the ordinary Council meeting held on 27 November 2023 be adopted.

Moved: Cr T Clout

Seconded: Cr R Campbell

CARRIED

DISCLOSURES OF INTEREST:

SCR.12.11 Environmental & Community Services Committee

ECSC.12.4 DA140/2023 – Carport, Patio Cover and Screened Enclosure

Cr Allison McPhee declared a non pecuniary interest / significant conflict for the reason that she is the owner of the property. Cr McPhee advised that she would leave the meeting and take no part in discussion or voting.

STANDING COMMITTEE REPORTS

SCR.12.1

ENVIRONMENTAL & COMMUNITY SERVICES COMMITTEE

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Paige Heusler - Administrative Assistant - Environmental & Customer Service

23/238

RESOLVED

That Council:

1. **adopt the minutes of the Environmental & Community Services Committee meeting held on 12 December 2023 provided in Attachment 1 to the report.**

Moved: Cr L Watts

Seconded: Cr J Burns

CARRIED

FOR

Councillor Burns
Councillor Campbell
Councillor Clout
Councillor Collison
Councillor McKenzie
Councillor McPhee
Councillor Watts
Councillor Williamson

Total (8)

AGAINST

Councillor Flaherty

Total (1)

23/239

RESOLVED

That Council:

2. **ECSC.12.1 – approve Development Application No. 85/2023 for a storage shed at Lot 17 DP 4531, 42 Moobi Road, Scone, subject to the conditions of consent in Attachment 2 to the report.**

Moved: Cr L Watts

Seconded: Cr J Burns

CARRIED UNANIMOUSLY

23/240

RESOLVED

That Council:

3. **ECSC.12.2:**

- a. **endorse the draft Upper Hunter Land Use Strategy as provided in Attachment 3 to the report;**
- b. **place the draft Upper Hunter Land Use Strategy on public exhibition for a period of 28 days from 1 February 2024;**
- c. **receive a further report following the public exhibition period.**

Moved: Cr J Burns

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

23/241

RESOLVED

That Council:

4. **ECSC. 12.3 - approve Development Application No. 63/2023 for the subdivision of one (1) lot into two (2) lots at 89 Allan Cunningham Road, Scone (Lot 9 DP 246413), subject to conditions of consent in Attachment 4 to the report.**

Moved: Cr J Burns

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

DISCLOSURE OF INTEREST

Cr Allison McPhee declared a non pecuniary interest / significant conflict for the reason that she is the owner of the property. Cr McPhee left the meeting and took no part in discussion or voting.

23/242

RESOLVED

That Council:

5. **ECSC 12.4 - approve Development Application 140/2023 for a carport, patio cover and screened enclosure at Lot 35 DP 813932, 49 Gundy Road Scone, subject to the conditions of consent in Attachment 5 to the report.**

Moved: Cr R Campbell

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

Cr McPhee returned to the meeting.

SCR.12.2

INFRASTRUCTURE SERVICES COMMITTEE

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Karen Boland - Governance & Executive Support Officer

23/243

RESOLVED

That Council:

1. **adopt the minutes of the Infrastructure Services Committee meeting held on Tuesday, 12 December 2023;**
2. **endorse the tendering of the following works to be budgeted and completed in the FY2024-25:**
 - a. **removal of sludge from polishing ponds;**
 - b. **process the current 'backlog' of waste activated sludge from the IDEA (Bathurst Box); and,**
 - c. **repair the polishing pond walls.**

Moved: Cr R Campbell

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

SCR.12.3

CORPORATE SERVICES COMMITTEE

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

23/244

RESOLVED

That Council:

1. **adopt the minutes of the Corporate Services Committee meeting held on 13 December 2023; and**
2. **adopt the proposed budget variations as provided in attachment 2 to the report;**
3. **recognises the letter received from the Minister for Local Government, the Hon Ron Hoenig MP, in regards to the investigation into Upper Hunter Shire Council;**
4. **ask for Community feedback on the four options listed below for naming the Conservation Hangar at the Scone Memorial Airport:**
 - a) **Upper Hunter Shire Warbird Conservation Hangar**
 - b) **Col Pay Warbird Conservation Hangar**
 - c) **Hunter Warbirds Conservation Hangar**
 - d) **Scone Memorial Airport Warbird Conservation Hangar**

Moved: Cr J Burns

Seconded: Cr A Williamson

CARRIED

C.12.4 **COMMUNITY ADVISORY COMMITTEE - MURRURUNDI DISTRICT**

RESPONSIBLE OFFICER: Matt Clarkson - Manager Planning, Building & Regulatory Services

AUTHOR: Amanda Catzikiris - Manager Community Services

23/248

RESOLVED

That Council endorse the minutes of the Community Advisory Committee – Murrurundi District meeting held on 23 November 2023.

Moved: Cr L Watts

Seconded: Cr J Burns

CARRIED UNANIMOUSLY

GENERAL ADMINISTRATION REPORTS

G.12.1 **GUIDELINES FOR RISK MANAGEMENT AND INTERNAL AUDIT IN NSW COUNCILS**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Ian Roberts - Governance & Risk Advisor

23/249

RESOLVED

That Council:

1. nominate Cr Allison McPhee as the non-voting Councillor member of the Audit Risk and Improvement Committee from 1 July 2024;
2. rescind the current Audit, Risk & Improvement Committee Charter and adopt the OLG model Terms of Reference as its Terms of Reference for the Audit Risk and Improvement Committee;
3. note that Council staff are currently assessing the best option to provide for the carrying out of the role of the head of Council's internal audit function, which will be the subject of a further report to Council;
4. rescind the current Internal Audit Charter and adopt the OLG model Internal Audit Charter as its Internal Audit Charter.

Moved: Cr J Burns

Seconded: Cr R Campbell

CARRIED UNANIMOUSLY

G.12.2 **RISK MANAGEMENT**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Ian Roberts - Governance & Risk Advisor

23/250

RESOLVED

That Council adopt the following revised policies:

1. Risk Management Policy; and
2. Risk Management Framework.

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

G.12.3 ***CODE OF CONDUCT COMPLAINTS STATISTICS REPORT 2023***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Ian Roberts - Governance & Risk Advisor

23/251

RESOLVED

That Council note the Code of Conduct Complaint Statistics Report 2023.

Moved: Cr A McPhee Seconded: Cr J Burns CARRIED UNANIMOUSLY

G.12.4 ***REQUESTS FOR DONATIONS***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Boland - Governance & Executive Support Officer

23/252

RESOLVED

That Council:

1. provide a donation to Upper Hunter Veteran Golfers Association, Group 17 of NSWVGA, for \$200 to assist with the running of their Veterans Week of Golf 2024 to be held from Sunday, 10 March to Friday, 15 March 2024;
2. provide a donation to Cassilis District Development Group for \$200 towards waiving of hire fees of the Cassilis Community Hall for the Building Digital Skills program between 19 February and 9 May 2024; and
3. not provide a donation to Rotary Club Scone, for waiving ground fees for their charity Ambrose Golf Day on 3 March 2024.
4. review the Donations policy.

Moved: Cr L Watts Seconded: Cr R Campbell CARRIED UNANIMOUSLY

G.12.5 ***SCHOOL ACHIEVEMENT AND CREATIVE ARTS EXCELLENCE AWARDS***

RESPONSIBLE OFFICER: Amanda Catzikiris - Manager Community Services

AUTHOR: Yolanda Wynn - Community Services Officer

23/253

RESOLVED

That Council consider this item and item G.12.6 in Closed Council.

Moved: Cr J Burns Seconded: Cr T Clout CARRIED

G.12.6 ***2024 AUSTRALIA DAY AWARD NOMINATIONS***

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Amanda Catzikiris - Manager Community Services

To be considered in Closed Council.

INFRASTRUCTURE REPORTS

I.12.1 **CLASSIFICATION OF LAND LOT 1 DP 1275541 - 54A BARTON STREET, SCONE**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Lee - Senior Administration Officer - Business Services

23/254

RESOLVED

That Council classify the land at Lot 1 DP 1275541 54A Barton St, Scone as Operation Land.

Moved: Cr J Burns

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

NOTICES OF MOTION

NM.12.1 **CLOSURE OF NATIONAL AUSTRALIA BANK, SCONE BRANCH**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

23/255

RESOLVED

That Council:

1. Understands that the staff at the local level are not responsible for the proposed closure of the Scone branch of the National Australia Bank (NAB) and remain faithful to the flesh and blood customers in the branch banking system.
2. Call upon the board of the NAB to reverse its decision and ensure that NAB customers in the Upper Hunter Shire have banking security into the future.

Moved: Cr J Burns

Seconded: Cr B McKenzie

CARRIED UNANIMOUSLY

CLOSED COUNCIL

23/256

RESOLVED

That Council move into Closed Council with the press and public excluded in accordance with Section 10(2) of the Local Government Act 1993.

Moved: Cr T Clout

Seconded: Cr B McKenzie

CARRIED UNANIMOUSLY

CONFIDENTIAL REPORTS

G.12.5 **SCHOOL ACHIEVEMENT AND CREATIVE ARTS EXCELLENCE AWARDS**

23/257

RESOLVED

That Council:

1. present the Upper Hunter Shire School Achievement and Creative Arts Excellence Awards on Australia Day to up to eight nominees, as determined by the four Shire High Schools, that meet the selection criteria in the guidelines.
2. consider the nomination for School Achievement Award, which does not meet all the guidelines.

Moved: Cr T Clout

Seconded: Cr J Burns

CARRIED UNANIMOUSLY

G.12.6 2024 AUSTRALIA DAY AWARD NOMINATIONS

23/258

RESOLVED

That Council:

1. endorse the nominees for 2024 Australia Day Awards;
2. adopt the recommendations made by the Australia Day Sub Committees for the 2024 Australia Day Awards to be announced on 26 January 2024;
3. determine the following Upper Hunter Shire Australia Day Awards, to be announced on 26 January 2024:
 - a. Upper Hunter Shire Citizen of the Year
 - b. Upper Hunter Shire Young Citizen of the Year

Moved: Cr Watts

Seconded: Cr McPhee

CARRIED UNANIMOUSLY

It was noted that the names of the School Awards and the Australia Day Awards remain confidential until they are announced on 26 January 2024.

CR.12.1

PROJECT MANAGEMENT SERVICES FOR COULSONS CREEK ROAD (MR358) CONSTRUCTION REHABILITATION

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Jeff Bush - Manager Strategic Assets

This matter is considered to be confidential under Section 10A(2) (d i) of the Local Government Act, as it deals with commercial information of a confidential nature that would, if disclosed (i) prejudice the commercial position of the person who supplied it.

23/259

RESOLVED

That Council:

1. note the exemption from tendering under s55(3)(b) of the Local Government Act as it is engaging a statutory body representing the Crown;
2. accept Transport for NSW's offer for the provision of Project Management Services to deliver the Coulsons Creek Road Rehabilitation project for a schedule of rates sum of \$1,932,500 (ex GST);
3. provide delegated authority to the General Manager to approve variations to the value of 20% above the scheduled sum without Council approval;
4. provide delegated authority to the General Manager to conduct all relevant functions under the agreement; and
5. appoint a Senior Project Engineer (Public Works Advisory) as the Project Director.

Moved: Cr A McPhee

Seconded: Cr J Burns

CARRIED

FOR	AGAINST
Councillor Burns	Councillor Flaherty
Councillor Campbell	
Councillor Clout	
Councillor Collison	
Councillor McKenzie	
Councillor McPhee	
Councillor Watts	
Councillor Williamson	
Total (8)	Total (1)

CR.12.2

CONTRACT 3062 - ELECTRICITY SUPPLY FOR COUNCIL SMALL SITES (<100MWH/YEAR)

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: John Wisniewski - Manager Sustainability

This matter is considered to be confidential under Section 10A(2) (c) of the Local Government Act, as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

23/260

RESOLVED

That Council:

- 1. accept the NSW Government 3062 (Small Market) electricity contract with Shell Energy for the supply of electricity to Council's 142 small contestable sites (<100MWh of electricity consumed per annum);**
- 2. delegate authority to the General Manager to execute the contract and conduct all relevant functions under the contract.**

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

COUNCILLOR QUESTION

Cr Flaherty requested further information on the decision to initially form a contractual agreement with Mojo Power, including the records of due diligence that were done prior to their engagement, the additional budget cost to Council from the time Mojo notified Council that they can no longer provide electricity to us until the time we enter into this new agreement which does seem much better, and the relative cost comparison between the Mojo decision and the second preference provided at the time.

Response: The General Manager took the question on notice and advised that if significant resources are needed to provide the requested information he would report this to Council for consideration.

RETURN TO OPEN MEETING

23/261

RESOLVED

That the meeting move back into Open Council.

Moved: Cr L Watts

Seconded: Cr B McKenzie

CARRIED UNANIMOUSLY

Upon resuming Open Council, and in accordance with the Code of Meeting Practice, the General Manager provided a summary of the resolutions passed in Closed Council.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 5.55PM.

Environmental & Community Services

DEVELOPMENT REPORTS

D.01.1 ***DEVELOPMENT APPLICATION 53/2023 - COMMUNITY NURSERY***

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Matt Clarkson - Manager Planning, Building & Regulatory Services

PURPOSE

On 9 May 2023, Council received Development Application No.53/2023 for a community nursery at Lots 236 and 237 DP 750942, Hacketts Road Merriwa.

The application is being referred to Council for determination as Council is both the landowner and the applicant.

RECOMMENDATION

That Council approve Development Application 53/2023 for a community nursery at Lots 236 and 237 DP 750942, Hacketts Road Merriwa, subject to the recommended conditions of consent in Attachment 1.

BACKGROUND

Council has not considered this matter previously.

REPORT/PROPOSAL

Applicant: Upper Hunter Shire Council
Owner: Upper Hunter Shire Council
Proposal: Community nursery incorporating a shipping container as storage, two shade houses, water tank, fencing and irrigation.
Location: Lots 236 and 237 DP 750942, Hacketts Road Merriwa
Zone: RE1 Public Recreation

The development site comprises two lots totalling 3600m² with a 46m frontage to Hacketts Road. The development application proposes to establish a community nursery incorporating a shipping container for storage, two shade houses, a water tank, fencing and irrigation.

The proposal is not inconsistent with the relevant environmental planning instruments and subordinate development controls.

OPTIONS

1. That Council approve Development Application 53/2023 for a community nursery incorporating shipping container as storage, two shade houses, water tank, fencing and irrigation at Lots 236 and 237 DP 750942, Hackett Road Merriwa, subject to the recommended conditions of consent in Attachment 1.
2. That Council refuse Development Application 53/2023 for a community nursery incorporating shipping container as storage, two shade houses, water tank, fencing and irrigation at Lots 236 and 237 DP 750942, Hackett Road Merriwa, stating the reasons for refusal.

Environmental & Community Services

CONSULTATION

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Protected Environment

Ensuring the ongoing protection of our environment and natural resources.

2.2 Encourage and support community participation to care for our environment.

b. Delivery Program

- The facilitation of cultural partnerships with the community

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

This application needs to be determined by Council as Council is both the applicant and the landowner.

b. Financial Implications

Development application fees of \$484.00 have been paid.

Should the application be approved, no development contributions would be payable.

c. Legislative Implications

An assessment of the development application has been undertaken pursuant to Section 4.15 of the Environmental Planning and Assessment Act 1979 (refer to Attachment 2).

d. Risk Implications

Council determinations of development applications and modifications in relation to local development can be appealed by a third party in the Land and Environment Court in circumstances where incorrect legal process has been applied.

e. Sustainability Implications

Community nurseries positively impact the environment through shortening food supply chains, reducing food kilometres / CO2 emissions, preservation of green spaces that improve air quality and promotion of biodiversity.

Environmental & Community Services

f. Other Implications

Nil

CONCLUSION

No significant adverse impacts are known or expected on the natural, social or economic environment as a result of approving the application. In that context, it would be appropriate to approve the development application subject to the attached recommended conditions of development consent.

The reasons for the recommendation are:

- The proposal complies with the Upper Hunter Local Environmental Plan 2013.
- The proposal complies with the Upper Hunter Development Control Plan 2015.
- The proposal has been assessed as satisfactory against Section 4.15 of the Environmental Planning & Assessment Act 1979.
- Will not have an adverse impact on the surrounding locality

ATTACHMENTS

- [1↓](#) DA conditions
- [2↓](#) Development assessment report
- [3↓](#) Site plan
- [4↓](#) Structures detail
- [5↓](#) Statement of Environmental Effects
- [6↓](#) Reticulated water system

PRESCRIBED CONDITIONS (under Environmental Planning and Assessment Regulation 2021)**Compliance with National Construction Code & insurance requirements under the Home Building Act 1989**

1. (1) It is a condition of a development consent for development that involves building work that the work must be carried out in accordance with the requirements of the Building Code of Australia.
- (2) It is a condition of a development consent for development that involves residential building work for which a contract of insurance is required under the Home Building Act 1989, Part 6 that a contract of insurance is in force before building work authorised to be carried out by the consent commences.
- (3) It is a condition of a development consent for a temporary structure used as an entertainment venue that the temporary structure must comply with the Building Code of Australia, Volume 1, Part B1 and NSW Part I5.
- (4) In subsection (1), a reference to the Building Code of Australia is a reference to the Building Code of Australia as in force on the relevant date.
- (5) In subsection (3), a reference to the Building Code of Australia is a reference to the Building Code of Australia as in force on the day on which the application for development consent was made.
- (6) This section does not apply—
 - (a) to the extent to which an exemption from a provision of the Building Code of Australia or a fire safety standard is in force under the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, or
 - (b) to the erection of a temporary building, other than a temporary structure to which subsection (3) applies.
- (7) In this section—

relevant date has the same meaning as in the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, section 19.

Erection of signs

2. (1) This section applies to a development consent for development involving building work, subdivision work or demolition work.
 - (2) It is a condition of the development consent that a sign must be erected in a prominent position on a site on which building work, subdivision work or demolition work is being carried out—
 - (a) showing the name, address and telephone number of the principal certifier for the work, and
 - (b) showing the name of the principal contractor, if any, for the building work and a telephone number on which the principal contractor may be contacted outside working hours, and
 - (c) stating that unauthorised entry to the work site is prohibited.
 - (3) The sign must be—
 - (a) maintained while the building work, subdivision work or demolition work is being carried out, and
 - (b) removed when the work has been completed.
 - (4) This section does not apply in relation to—
 - (a) building work, subdivision work or demolition work carried out inside an existing building, if the work does not affect the external walls of the building, or
 - (a) (b) Crown building work certified to comply with the Building Code of Australia under the Act, Part 6.

GENERAL CONDITIONS

3. The development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise.

Approved Plans				
Plan number	Revision Number	Plan title	Drawn by	Date of plan
N/A	C	Site plan	Richard Lauder	19.12.2023
N/A	1	Structures detail	N/A	9.5.2023

Approved Documents			
Document title	Version number	Prepared by	Date of document
SoEE	1	John Wisniewski	9.5.2023

In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails.

Reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.

4. The development shall be implemented in accordance with:
- All documentation and correspondence submitted by the applicant, or their agents, in support of the Development Application,
 - The details set out on the plans approved and stamped by authorised officers of Council, except as amended by the conditions of this development consent.

Reason: To ensure that the development proceeds in the manner proposed by the applicant and approved by Council.

5. The owner of the property is to ensure that any structure is installed:
- to meet the setback requirements of the approved plans,
 - to be located within the confines of the lot, and;
 - so that it does not interfere with any easements or covenants upon the land.

Reason: To avoid any structures being erected in a location where it would be inappropriate.

6. A copy of all stamped approved plans, specifications and documents (including the Construction Certificate if required for the work incorporating certification of conditions of approval) must be kept on site at all times so as to be readily available for perusal by any officer of Council or the Principal Certifier.

Reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.

7. A Construction Certificate must be obtained from a Certifier before work commences.
Reason: To ensure compliance with Cl.6.7 of the Environmental Planning and Assessment Regulation 2021.
8. Occupancy of the site is not to take place until the Principal Certifier has carried out a final inspection and an Occupation Certificate issued.
Reason: To ensure compliance with the Environmental Planning and Assessment Act 1979 and to restrict the use of the premises until the terms of the Development Consent have been complied with so as to ensure the health and safety of occupants of the building.
9. Roof water is to be disposed in a manner that does not cause a nuisance for neighbouring properties, by one of the following methods:
- (a) By piping onto a hardened surface and directed away from the building.
 - (b) By piping 3.0 metres clear of any building to a rubble pit.
- Reason: To alleviate any potential stormwater problems with respect to the buildings on the allotment or adjoining allotments.*
10. Any rainwater tank must be installed so that the overflow is on the downhill side of the dwelling/building at a minimum distance of 3 metres from any boundary of the property or any structure so as to prevent damage to any structure.
Reason: To prevent structural damage to buildings and protect public health.
11. The approved hours of operation for this development are Monday to Sunday, 6:00am to 7:00pm.
Reason: To protect and preserve the amenity of the locality.

CONDITIONS TO BE COMPLETED PRIOR TO CONSTRUCTION COMMENCING

12. The owner/s of the property are to give Council written notice of the intention to commence works and the appointment of a Principal Certifier (if the PC is not Council) at least two days before the proposed date of commencement.
Reason: To ensure compliance with the Environmental Planning and Assessment Regulation 2021.

CONDITIONS TO BE COMPLIED WITH DURING CONSTRUCTION

13. The applicant shall ensure that noise pollution is minimised during the course of construction. The use of power tools and/or similar noise producing activities shall be limited to the following hours:-
- | | |
|--------------------------|---|
| Monday to Saturday | 7.00 AM to 5.00 PM |
| Sunday & public Holidays | No construction activities are to take place. |
- Reason: To ensure that public amenity is not unduly affected by noise.*

14. All works are to be executed in a good and workmanlike manner and all materials are to be installed as per manufacturers' instructions and any applicable Australian Standards.

Reason: To ensure that the building work is completed in accordance with the approval and is in a safe and healthy condition for use by occupants.

15. All construction materials, sheds, skip bins, spoil, temporary water closets etc. shall be kept wholly within the property and not placed on public land or in a position that may result in materials/debris being washed onto the roadway or into the stormwater drainage system.

Reason: To preserve the amenity of the locality and protect stormwater systems.

16. Run-off and erosion controls must be implemented before construction, and maintained to prevent soil erosion, water pollution or the discharge of loose sediment on surrounding land, as follows:

- (a) divert uncontaminated run-off around cleared or disturbed areas,
- (b) erect a silt fence to prevent debris escaping into drainage systems or waterways,
- (c) prevent tracking of sediment by vehicles onto roads,
- (d) stock pile topsoil, excavated material, construction and landscaping supplies and debris within the site.

Reason: To prevent pollution from detrimentally affecting the public or environment.

ADVISORY NOTES – GENERAL

17. The applicant is solely responsible for ensuring that all additional consents and agreements are obtained from other authorities, as relevant.
18. It is possible that a covenant may affect the land which is the subject of this consent. The grant of this consent does not necessarily override that covenant. You should seek legal advice regarding the effect of any covenants which affect the land.
19. Underground assets may exist in the area that is subject to your application. In the interests of health and safety and in order to protect damage to third party assets please contact Dial before you dig at www.1100.com.au or telephone on 1100 before excavating or erecting structures (This is the law in NSW). If alterations are required to the configuration, size, form or design of the development upon contacting the Dial before You Dig service, an amendment to the development consent (or a new development application) may be necessary. Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets. It is the individual's responsibility to anticipate and request the nominal location of plant or assets on the relevant property via contacting the Dial before you dig service in advance of any construction or planning activities.
20. Any alteration to the drawings and/or documentation shall be submitted for the approval of Council. Such alterations may require the lodgement of an application to amend the consent under s4.55 of the Act or a fresh development application. No works other than those approved under this consent shall be carried out without the prior approval of Council.

21. Telecommunications Act 1997 (Commonwealth): Telstra (and its authorized contractors) are the only companies that are permitted to conduct works on Telstra's network and assets. Any person interfering with a facility or installation owned by Telstra is committing an offence under the Criminal Code Act 1995 (Cth) and is liable for prosecution. Furthermore, damage to Telstra's infrastructure may result in interruption to the provision of essential services and significant costs. If you are aware of any works or proposed works which may affect or impact on Telstra's assets in any way, you are required to contact: Telstra's Network Integrity Team on phone number 1800 810 443.
22. Prior to any works being undertaken within the road reserve, (including the footpath), a Section 138 of *Roads Act 1993* approval must be obtained from Council. Please contact Council to obtain an application form.

END

Development Assessment Report

DA Number: DA-53/2023 **Council:** Upper Hunter Shire Council

Location: Hacketts Road Merriwa

Development Description: Community nursery

Title Details: Lots 236 and 237 DP 750942

Property Details/History

	Checked	Comments
File History	No	
Title Plan	No	
Check Ownership	Yes	

Application Type

Is this application an Integrated Development Application? No

Concurrence/Referral

Section 4.13 – Environmental Planning & Assessment Act 1979

Does this application require concurrence or referral? No

Is there any other issue that requires notation? Yes.
Determination required by Council as Council is the landowner and applicant.

Does this application require referral for decision by Council? Yes

Local Environmental Plan

Section 4.15(1)(a)(i) – Environmental Planning & Assessment Act 1979

This land is zoned: RE1 Public Recreation

List the relevant clause/clauses applicable under the LEP

Clause	Compliance	Comment
Land Use Table	Yes	Community facilities are permitted with consent.

Development Control Plan

Section 4.15(1)(a)(iii) – Environmental Planning & Assessment Act 1979

Does Upper Hunter DCP 2011 apply to this land/proposal? Yes

Chapter	Compliance	Comment
5c	Yes	Proposed nursery is consistent with surrounding community facilities.

Regional Environmental Plan

The proposed development is not inconsistent with the Hunter Regional Plan.

State Environmental Planning Policy

Is this proposal affected by a SEPP? Yes

<u>List all relevant SEPPs</u>		
SEPP	Compliance	Comment
State Environmental Planning Policy (Resilience and Hazards) 2021	Yes	Historical use indicates no previous contamination.

Environmental Impacts

Section 4.15(1)(b) – Environmental Planning & Assessment Act 1979

Does this proposal have any potential environmental impacts? No

Environmental Impacts – Heritage

Section 4.15(1)(b) – Environmental Planning & Assessment Act 1979

Does this proposal have any potential impact on?

Heritage	Impact	Comment
European	No	
Aboriginal	No	

Flooding

Section 4.15(1)(b) – Environmental Planning & Assessment Act 1979

Is this property flood affected? No

Bush Fire Prone Land

Section 4.15(1)(b) – Environmental Planning & Assessment Act 1979

Is this property bush fire prone as per the Bush Fire Prone Map? No

Contaminated Land

Section 4.15(1)(b) – Environmental Planning & Assessment Act 1979

Has this land been identified as being contaminated land by Council? No

Infrastructure

Has an engineering assessment been completed?	No
Does this proposal have any potential infrastructure impacts?	No

Construction Assessment

Is a construction assessment required?	No
Has a construction assessment been completed?	Yes/No
Comment:	
Is a Construction Certificate Required?	Yes/No
Is the Construction Certificate required for a subdivision?	Yes/No
Is an annual Fire Safety Measures certification required?	Yes/No

Section 68 Assessment

Section 68 – Local Government Act 1993

Is a section 68 approval required?	No
------------------------------------	----

Developer Contributions

Section 7.11 & 7.12 – Environmental Planning & Assessment Act 1979

Does this proposal require any Developer Contribution?	No
--	----

Signage

Does this proposal require signage?	Yes
Has this application included signage?	Yes/No
If yes, does the signage comply?	Yes. Qualifies as exempt.

Notification

Section 4.15(1)(d) – Environmental Planning & Assessment Act 1979

Was this application notified?	Yes
Is this application an advertised development application?	No
Were there any written submissions received?	No

Section 88b Instrument

Does Council require a Section 88b instrument to be prepared?	No
---	----

Public Interest

Section 4.15(1)(e) – Environmental Planning & Assessment Act 1979

Does this proposal have any construction or safety issues?	No
--	----

Site Suitability

Section 4.15(1)(c) – Environmental Planning & Assessment Act 1979

Is this a suitable site for this proposal?	Yes
--	-----

Assessing Officer General Comment

ASSESSMENT – KEY ISSUES

No issues warranting further detailed consideration have been identified.

Recommendation

No significant adverse impacts are known or expected on the natural, social or economic environment as a result of the approving the application. In that context it would be appropriate to approve the Development Application subject to the attached recommended conditions of development consent.

Conclusion

I confirm that I am familiar with the relevant heads of consideration under the Environmental Planning & Assessment Act and Local Government Act (if applicable) and have considered them in the assessment of this application.

I certify that I have no pecuniary or non-pecuniary interest in this application.

Additional Notes Attached:

No

Signed:



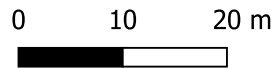
Matt Clarkson, Manager of Planning, Building and Regulatory Services

Date: 17.1.2023

PROPOSED MERRIWA COMMUNITY NURSERY SITE



DISCLAIMER: This map has been produced to assist individuals in determining land details within Upper Hunter Shire Council and the information contained in it is made in good faith but on the basis that Council or its Staff are not liable (whether by reason of negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occurred or may occur in relation to that person taking or not taking (as the case may be) action in respect of any representation, statement or advice referred to above. COPYRIGHT: Upper Hunter Shire Council (2023) © Spatial Services 2023



RL: UHSC 19/12/23

1. Amended site plan to show distances from structures to boundary's and other proposed structures.

See attached documents:

ProposedMerriwaCommunityGardenA4_22May2023_Measuring.pdf

ProposedMerriwaCommunityGardenA4_22May2023_MeasuringNoAerial.pdf

2. Cost summary.

The Nursery Management Plan – Merriwa Community Nursery contains budget details but a summary is also provided below:

Perimeter Fence & Gates	\$24,672.00
Hot House	\$ 6,845.00
Shade House	\$ 5,785.00
Nursery Equipment	\$ 1,000.00
Rainwater Tank	\$ 2,995.00
Shipping Container	<u>\$ 5,500.00</u>
 TOTAL	 \$46,797.00

3. Elevations of the proposed structures.

a) Rainwater Tank (round) – 3510 mm diameter x 2710 mm high.

The screenshot shows a product page for a 22500L Rain Tank. The main image is a 3D rendering of a dark green, ribbed cylindrical tank. To the right of the image, there is a list of features and a color selection palette. Below the image, there is a 'Details' section with a table of product specifications.

22500L Rain Tank
Code: RT22500

- Made from high quality Polyethylene
- 100% UV stable for 10 years - Full warranty included
- Manufactured with 100% recycled plastic - 100% recyclable
- Available in 1000L, 2250L, 4500L, 9000L, 18000L and 22500L
- 20 Year Full Warranty - Full warranty included
- 100% UV stable for 10 years - Full warranty included
- 100% UV stable for 10 years - Full warranty included
- 100% UV stable for 10 years - Full warranty included
- 100% UV stable for 10 years - Full warranty included

Color Selection: A grid of 16 color swatches is shown, with the first one selected.

Details

Product Specifications:

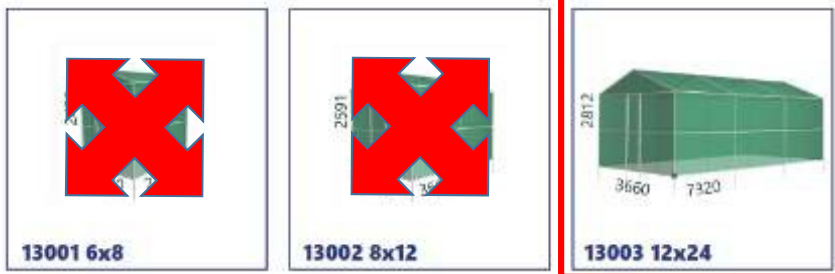
Tank Height	2710mm
Tank Diameter	3510mm
Capacity	22500L

b) Hot House

As shown in the diagram below the Hot House (model 13003) will consist of 25.4 mm x 1.6 mm steel tube frame with a Hot House of 7320 mm (length) x 3660 mm (width) x 2812 mm (height).



Australian manufactured to suit Australian conditions – proven performance over the last 40 years. Strong and sturdy construction from heavy duty galvanized 25.4 diameter x 1.6mm steel tube frames. Galvanized internally and externally with socket style connectors.



c) Shade House

As shown in the diagram below the Shade House (model 13003) will consist of 25.4 mm x 1.6 mm steel tube frame with a Shade House of 7320 mm (length) x 3660 mm (width) x 2812 mm (height).

Shadehouses

Self Assemble Kit
(no hardware/tools required)

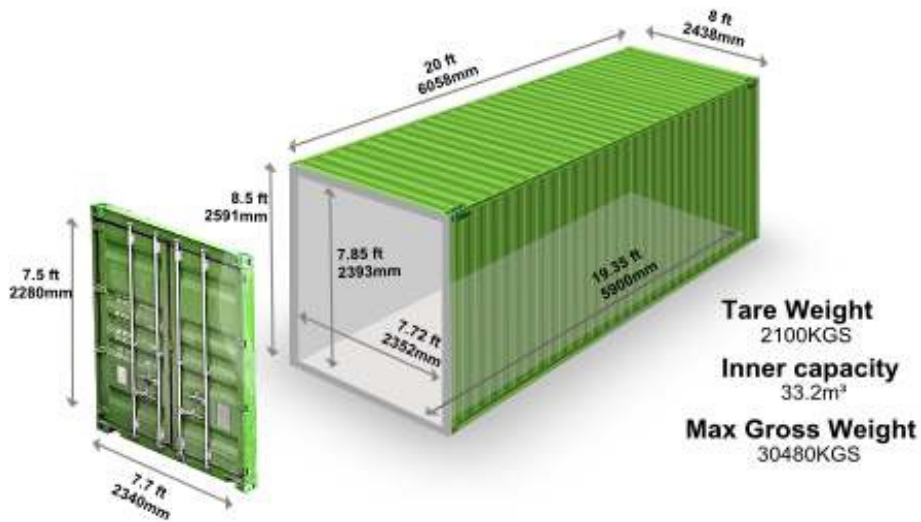
Australian manufactured to suit Australian conditions – proven performance over the last 40 years.
Strong and sturdy construction from heavy duty galvanized 25.4 diameter x 1.6mm steel tube frames.
Galvanized internally and externally with socket style connectors.



d) 6000 mm Shipping Container

As shown in the diagram below the Shipping Container is a standard 6 metre container. The dimensions are 6058 mm (length) x 2438 mm (width) x 2591 mm (height).

20' STANDARD DRY CONTAINER



Statement of Environmental Effects – Merriwa Community Nursery

1. Property Details

Lots 236, 237

DP 750942

Hacketts Road Merriwa NSW 2329

The land is zoned RE1 Public Recreation.



2. Land use

The site is currently not in use. Previously the site has accommodated grassed netball courts.

3. Description of proposal

It is proposed to establish a native nursery on the property. This community nursery will support the “Merriwa Greenthumbs”, which is affiliated with Merriwa Landcare. Key features of the proposal are:

- Construction of a shed for storage of gardening tools and ancillary items
- Installation of water tank to harvest rainwater from proposed storage shed
- Construction of new boundary fencing
- Slashing/removal of weeds and general grounds improvement
- Erection of two new shade houses
- Erection of signage
- Placement of gravel/hardstand for shade houses and working area

Ongoing activities that will be carried out at the site include:

- Plant propagation
- Re-potting
- Seed collection
- Sale of plants
- Community education sessions on the above

4. Site suitability

The site has been deemed as suitable due to the following:

- Council owned
- Appropriately zoned
- Of good size and topography
- Easy to access
- Ample parking
- Minimal impact on neighbours
- The site will be improved by having this activity take place
- Water is readily available
- Amenities are readily available

- The site is not considered to be affected by salinity
- The site is not bushfire prone land
- The site is unaffected by subsidence
- The site is not flood prone

5. Accessibility

The property has security fencing to all sides proposed, with the entrance gate to be locked during non-operating hours. The entrance is readily visible and accessible from a public road. The entrance will be sign-posted with details including operating hours and contact phone number. Signage will be in accordance with Subdivision 10 Community notice and public information signs of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Whilst the site does not currently have any amenities, they are available just two doors down at the sports oval.

6. Vehicular access

The site is accessed via the sporting precinct access on Brisbane Street with parking available on the 6 metre wide sealed road around the main oval. The Brisbane Street entrance provides all weather access as well as emergency services access.

Hacketts Rd and Brisbane Street are managed by Upper Hunter Shire Council and provide connection to the town of Merriwa and the surrounding road system.

7. Neighbours/local amenity

(a) Privacy

Little impact due to location of where site activities will occur in relation to neighbouring property.

(b) Views

Will improve with maintenance of grounds and facilities (i.e. fencing and shed).

(c) Odours

No offensive odours will be generated by the planned activities.

(d) Overshadowing

Proposed activities will not create any overshadowing issues.

(e) Noise

Little impact due to low sound generation of activities proposed and frequency of the activities.

(f) Bright light/glare

No impact. There are no lights proposed and the structures planned do not generate noticeable levels of glare.

There will be no negative impacts to local amenity when considering:

(g) Character

In keeping with Brisbane St as being a major community precinct due to sporting fields.

(h) Streetscape

Improved due to maintenance of site.

(i) Colours

No impact.

(j) Height/density

No impact. Proposed greenhouses are lower in height than neighbouring structures.

(k) Appearance

Improved due to maintenance of site.

(l) Landscaping

Improved due to maintenance of site.

8. Natural resources

Improved due to removal of weeds and unwanted species throughout ongoing site maintenance. No trees will be removed under this development.

9. Utilities

The site is connected to town water. The site was previously connected to the electricity grid via overhead cables, however this connection no longer exists. It is not intended to reconnect electricity to the site at this stage. Mobile phone coverage is available.

10. Soil and water

There is no connection to street stormwater system. It is intended to install a rainwater tank to harvest water from the proposed storage shed. The shade houses do not have waterproof roofs (i.e. they are shade cloth) so do not have guttering.

There will be minimal ground surface disturbance – only what is required to prepare hardstand areas.

11. Heritage

There are no heritage implications.

12. Energy and water efficiency

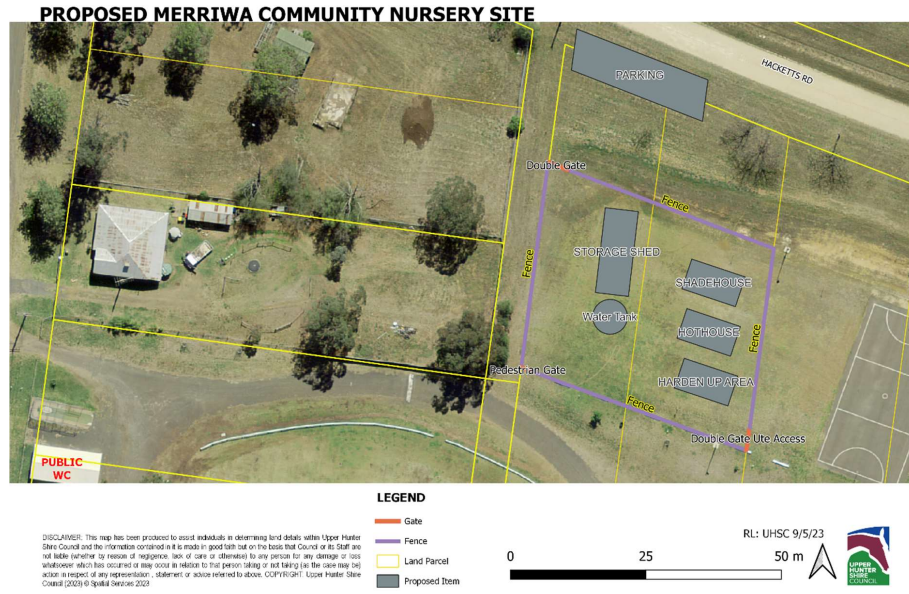
Water efficiency will be provided through use of a rainwater tank. The site does not use electricity.

13. Wastewater disposal

There are no toilet facilities on site.

14. Fire safety

A fire extinguisher will be installed at the proposed storage shed. Contact details for local emergency services will be sign-posted.



Signed:

Date:

9 May 2023

Name:

John Wisniewski

Position: Manager Sustainability

Organisation: Upper Hunter Shire Council

UPPER HUNTER SHIRE COUNCIL
 Upper Hunter Shire Council
 100 King Street
 Maitland NSW 2320
 Telephone: 02 4081 1811
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Drawn By: Simon Williams
Prepared: 09/03/2023 10:45 AM
Date: 22/01/2023 9:44 AM
Map Scale: 1:849 at A4




Corporate Services

FINANCE REPORTS

F.01.1

PROPOSED SPECIAL RATE VARIATION

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

PURPOSE

To advise Council of the process required if it chooses to explore a proposed Special Rate Variation for the 2025/2026 financial year.

RECOMMENDATION

That Council notify IPART of Council's intention to apply for a Special Rate Variation in 2025/2026.

BACKGROUND

Council has raised the possibility of a Special Rate Variation as part of its community consultation on the 2022/2023 and 2023/2024 Delivery Plan and Operational Plan (DPOP) with the intent that if a Special Rate Variation were to be implemented it would commence in the 2025/2026 financial year. There are a number of steps associated with this process, the first being to notify IPART in regard to Council's intent to make an application. This notification is not binding and Council can withdraw from the process at any stage.

REPORT/PROPOSAL

Upper Hunter Shire Council is considering making an application to IPART for a Special Rate Variation (SRV) to be effective from the 2025/2026 financial year.

This report provides an update on the process so far and the next steps.

Financial sustainability

Council has had a 4 year trend of negative operating results. With the 2023/2024 general rate income of about \$12.4 million against an operating budget of approx. \$50 million, the dependence on other income sources is vital with Council very exposed to fluctuations in grant funding which has resulted in operating expenses exceeding operating income.

A review of operating expenses has resulted in some relief but without additional income, Council will be unable to address the present issue of negative results whilst maintaining a satisfactory service to the community.

Council has not entered into any new loan facilities since June 2021 with loan commitments extending up to 17 years to 2041 before they are expired. It is noted that Council will have a number of borrowings expiring early to mid-2030s.

Communication of possible SRV

Council has communicated the likelihood of an SRV at the 2022/2023 DPOP community presentations and again in more detail at the 2023/2024 DPOP community presentations which included specific slide presentation of a possible 7.5% annual increase, cumulative for 4 years in order to gauge community sentiment.

Corporate Services

Initial community interaction at the DPOP sessions indicated that the community was open to further discussing an SRV.

Modelling of SRV

Three models have been explored and these were tested with Councillors at a strategic workshop in September 2023. The three models are:

1. 7.5% increase, cumulative for 4 years
2. 6.0% increase, cumulative for 6 years
3. 10% increase, cumulative for 3 years

Each option generates approximately the same increase in revenue after the 6th year which is in the order of an additional \$2 million over the present revenue that would be generated if left to the natural rate capping increase (assumed to be consistent with 2023/2024 increase of 3.7%).

Community Affordability

The present average residential rate varies from township to township with the highest presently in Scone and is approximately \$1,138 per annum which is based on a high-level average of total Scone residential rate revenue divided by the number of assessments.

The modelling under the three scenarios increases the average residential rate for Scone from \$1,138 to between \$1,569 and \$1,638, which equates to \$190 to \$239 per property after 6 years. This would be equivalent to an annual increase of \$32 to \$39 applied each year per residential property. The amount is less than \$1 per week above the rate cap in the worst case.

The worst affected category would be farmland assuming the same percentage increases were applied to all rating classes. There is no requirement to do this, however if the rating increases were applied uniformly across all rate classes then farmland averages would see a worst case increase of \$838 after the 6th year or \$140 per annum increase each year for the 6 year period.

In addition, new rating classes could be considered and one such rating class could be the renewable energy sector. At present these would be rated as either farmland or business but with a new rating class, this could offer opportunities to redistribute the rates across the other remaining classes in different proportions.

Rate structure

Currently Council has 6 rating Categories as outlined in table 1.

Category						
	Farmland	Residential	Business	Mixed Residential	Mixed Business	Mining
Sub category						
Aberdeen	No sub categories	Yes	Yes	Yes	Yes	No subcategories
Cassilis		Yes			Yes	
Merriwa		Yes	Yes	Yes	Yes	
Murrurundi		Yes	Yes	Yes	Yes	
Scone		Yes	Yes	Yes	Yes	
Ordinary		Yes	Yes		Yes	

Table 1 – Rating Categories and Sub-categories

Corporate Services

For each Category and subcategory there is a base rate and an Ad Valorem rate. The method of calculating the annual rate is based on the unimproved property value as determined by the Valuer General (VG). Property values are provided by the VG approximately every 4 years.

Formula for calculation of rate

$$\text{Annual rate} = \text{base amount} + \text{Value of property} \times \text{Ad Valorem rate}$$

Example of Scone Residential rate

$$\begin{aligned} \text{Property Value} &= \$175,000 \\ \text{Base amount} &= \$200 \\ \text{Ad Valorem rate} &= 0.0044610 \end{aligned}$$

$$\begin{aligned} \text{Annual rate} &= \$200 + \$175,000 \times 0.0044610 \\ &= \$200 + \$780.68 \\ &= \$980.68 \end{aligned}$$

Options to rating

There is no requirement for Council to stay with the present methodology for rate calculations. The base rate can be varied for each rating classification (including having no base rate) and a minimum amount can also be applied to each category as well. Likewise there is no requirement that if a Special Rate Variation were approved that it would necessarily need to be applied uniformly to all categories. A percentage increase to the rates approved by IPART would be applied to the full rating income but the distribution of that increase could be varied across different rate classes. Finally, rating classes could also be simplified (reduced) or changed. All of these options can be explored as part of the SRV application. No decision on this is required at this stage, and these options can be explored as part of the community consultation process and reported back to Council prior to making any decision whether to make a formal application to IPART for an increase.

Next Steps

In accordance with the “guidelines for the preparation of an application for a special variation to general income” Council has prepared the following timeline and activities.

June 2022	DPOP for 2022/2023 mentioned possible DPOP
June 2023	DPOP for 2023/2024 mentioned possible DPOP and explored a scenario of 4 years at 7.5 % cumulative year on year equating to approximately 33.55% by year 4
September 2023	Councillor strategy day explored 3 scenarios => 7.5% for 4 years, 6% for 6 years and 10% for 3 years (all cumulative)
January 2024	Council resolution to notify IPART of its intention to apply for a SRV for the 2025/2026 year Complete modelling on three scenarios, including LTFP model under each scenario
February 2024 to June 2024	Commence community consultation - include sporting events, community events and other opportunities for consultation
July 2024	Prepare paperwork for submission to IPART
September 2024	Report to Council to obtain final resolution
November 2024	Lodge notification with IPART
February 2025	Lodge application with IPART

Corporate Services

It is very important to note that notifying IPART does not commit Council to actually making an application to IPART. Notifying IPART simply allows Council to commence the next phase which will be to firm up the modelling options and commence consultation with the community. Once consultation has been undertaken Council will make a final decision as to whether to make an application to IPART or not and then IPART will make a final decision in regard to whether that application is approved.

OPTIONS

Several options will be considered as part of the modelling. Council will first be given the option to inform IPART of its intentions then to consider multiple options relating to rate caps and durations.

CONSULTATION

- General Manager
- Finance Manager
- Audit, Risk & Improvement Committee

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

- 5.1 Effectively and efficiently management the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.
- 5.3 Effective financial and asset management to ensure Council's long-term sustainability.

b. Delivery Program

- Service improvement
- Leadership that reviews Council operations and Council wide continuous service improvement

c. Other Plans

NIL

IMPLICATIONS

a. Policy and Procedural Implications

Council will follow the published guidelines in regard to making an application for a Special Rate Variation.

b. Financial Implications

The financial implications will be presented to the community during the consultation process.

Corporate Services

c. Legislative Implications

Council will follow the legislative requirements in regard to consultation and making a formal application for rate variations.

d. Risk Implications

Community opposition to rate increases is a likely outcome. Despite increases being relatively small, Council should expect some opposition to any proposal to increase rates.

e. Sustainability Implications

In order for Council to meet financial sustainability a review of income and expenditure is necessary. Both income and expenditure will be reviewed and reported to IPART if any application is made.

f. Other Implications

While the increase proposed is relatively small in value, there will be concern from the community in regard to affordability. Options that will also be considered are service reductions.

CONCLUSION

Council has highlighted its intention to explore a Special Rate Variation for 2025/2026 in the last two DPOPs. The first step in this process is to formally advise IPART of Council's intention to apply. Once this is done, community consultation on various options can be explored and then Council can determine if it wishes to make an application to IPART for a rate variation.

ATTACHMENTS

There are no enclosures for this report

Environmental & Community Services

GENERAL ADMINISTRATION REPORTS

**G.01.1 GOULBURN RIVER SOLAR FARM PROJECT - DRAFT
PLANNING AGREEMENT**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Mathew Pringle - Director Environmental & Community Services

PURPOSE

The purpose of this report is to seek Council's endorsement of a draft planning agreement in respect of the Goulburn River Solar Farm Project before it is placed on public exhibition.

RECOMMENDATION

That Council:

1. endorse the draft planning agreement between Upper Hunter Shire Council and Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust in respect of the Goulburn River Solar Farm Project.
2. place the draft planning agreement on public exhibition for 28 days in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*.

BACKGROUND

Council, at its meeting held on 29 May 2023, resolved the following:

That Council accept the offer from Lightsource bp to enter into a planning agreement in respect of the Goulburn River Solar Farm Project whereby Lightsource bp will be required to:

1. *pay an annual monetary contribution towards a community enhancement fund and a road maintenance fund of:*
 - (a) *\$346 (indexed to CPI) x the number of MW installed on the land as at the due date for payment; or*
 - (b) *\$190,000 (indexed to CPI), whichever is the greater, and*
2. *seal and widen 4.7km of unsealed road on Wollara Road up to the Goulburn River National Park boundary (valued at \$4.4 million).*

REPORT/PROPOSAL

It is proposed that Council enter into a planning agreement with Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust (Company) in respect of the Goulburn River Solar Farm Project. The Company is a wholly-owned subsidiary of Lightsource bp.

Under the terms of the draft agreement, the Company would be required to make the following development contributions:

1. pay an annual monetary contribution towards a community enhancement fund and a road maintenance fund of:
 - (a) \$346 (indexed to CPI) x the number of MW installed on the land as at the due date for payment; or
 - (b) \$190,000 (indexed to CPI), whichever is the greater, and
2. seal and widen 4.7km of unsealed road on Wollara Road up to the Goulburn River National Park boundary (valued at \$4.4 million).

Environmental & Community Services

The development contribution includes an administration allowance of \$20,000 to cover the costs incurred by Council associated with administering the agreement, including the establishment and operation of a Section 355 Committee. After subtracting the administration allowance, 47.4% of the net balance (\$80,580) would be allocated to a community enhancement fund while 52.6% (\$89,420) would be allocated to a road maintenance fund.

The community enhancement fund would be administered by a Section 355 committee and used for community projects while the road maintenance fund would be applied towards the maintenance of roads in the vicinity of the development, with preference given to Ringwood Road and Wollara Road.

Contributions and works proposed under the planning agreement would be contingent on the following:

- Agreement and execution of the planning agreement.
- Favourable determination of the project by the NSW Independent Planning Commission or the Minister for Planning and Public Spaces (or delegate) and DAWE.
- Lightsource bp taking up the development consent.

The offer is equivalent to 1.6% of the Capital Investment Value (CIV) of the project (\$750 million with a project life of 40 years).

The proposed contributions would provide a reasonable level of funding for the provision of public infrastructure and services that directly benefit the Upper Hunter Shire, specifically Merriwa and the surrounding area.

Section 7.5 of the Act requires public notice to be given of the draft planning agreement for a period of not less than 28 days. The agreement must be exhibited with an explanatory note.

A copy of the draft planning agreement and explanatory note is provided in Attachments 1 and 2 respectively.

OPTIONS

1. (a) endorse the draft planning agreement between Upper Hunter Shire Council and Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust in respect of the Goulburn River Solar Farm Project.
(b) place the draft planning agreement on public exhibition for 28 days in accordance with Section 7.5 of the Environmental Planning and Assessment Act 1979.
2. Not endorse the draft planning agreement in its current form and request amendments.

CONSULTATION

- Lightsource bp
- Local Government Legal
- Finance Manager

Environmental & Community Services

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Protected Environment

Ensuring the ongoing protection of our environment and natural resources.

- 2.1 Advocate for, facilitate and support programs that protect and sustain our diverse environment for future generations.
- 2.8 Implement policies to ensure the protection of strategic agricultural lands, equine critical industry clusters, natural resources and heritage.

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

- 5.10 Encourage and build strong partnerships between the Community, business and all levels of government to support implementation of the CSP 2032 and to deliver the Community priorities.
- 5.12 Provide timely and effective advocacy and leadership on key community issues and priorities.

b. Delivery Program

- Facilitate and support programs that protect and sustain our environment
- Support and encourage Community participation in the protection of the environment

c. Other Plans

Sustainability Action Plan

IMPLICATIONS

a. Policy and Procedural Implications

Nil

b. Financial Implications

If the Goulburn River Solar Farm is approved, the total value of contributions payable under the planning agreement would be \$12 million (in today's dollars over the project life).

c. Legislative Implications

The planning agreement has been prepared in accordance with Subdivision 2, Division 7.1, Part 7 of the *Environmental Planning and Assessment Act 1979* and Division 1, Part 9 of the *Environmental Planning and Assessment Regulation 2021*.

d. Risk Implications

The planning agreement contains various provisions that will minimise risks to Council.

Environmental & Community Services

e. Sustainability Implications

The contributions payable under the planning agreement will provide funding for community and infrastructure projects that contribute to the social, economic and environmental sustainability of the Upper Hunter Shire.

f. Other Implications

Nil

CONCLUSION

A draft planning agreement has been prepared in respect of the Goulburn River Solar Farm in accordance with an offer accepted by Council at its meeting held on 29 May 2023.

The proposed contributions payable under the terms of the agreement would provide a reasonable level of funding for the provision of public infrastructure and services that directly benefit the Upper Hunter Shire, specifically Merriwa and the surrounding area.

The planning agreement is required to be publicly exhibited with an explanatory note for a period of not less than 28 days. A further report will be provided to Council following the conclusion of the exhibition period.

ATTACHMENTS

- 1 [↓](#) Draft Planning Agreement
- 2 [↓](#) Explanatory Note



Goulburn River Solar Farm

Voluntary Planning Agreement

Dated

Goulburn River Fund Pty Limited as trustee for the Goulburn River Trust ("Company")

Upper Hunter Shire Council ("Host Council")





Date:

PARTIES

1. Goulburn River Fund Pty Limited ACN 673 011 786 as trustee for the Goulburn River Trust of Level 19 'CBW' 181 William Street, Melbourne VIC 3000 ("Company");
and
2. Upper Hunter Shire Council ABN 17 261 839 740 of 135 Liverpool Street, Scone NSW 2337 ("Host Council")

BACKGROUND

- A. The Land is primarily situated in the Local Government Area of the Host Council, located in the Upper Hunter region of NSW.
- B. As contemplated by section 7.4 of the Act ('planning agreements'), the Company wishes to pay Development Contributions and carry out Road Upgrades for the benefit of the local communities impacted by Goulburn River Solar Farm, and to do so efficiently and equitably through the management services provided by the Host Council, and in accordance with the recommendations made by the Committee in accordance with this Agreement.

OPERATIVE PROVISIONS OF THIS AGREEMENT

1 Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

2 Application of this Agreement

This Agreement applies to the Development Consent.

3 Operation of this Agreement

3.1 Commencement

This Agreement commences on the date of its execution by all the parties, provided that such date occurs after compliance with the public notice obligations in section 7.5 of the Act.

3.2 Termination

This Agreement remains in force until:

- (a) terminated by operation of Law,
- (b) the Parties agree in writing to terminate this Agreement, or
- (c) all the Company's obligations under this Agreement have been performed.

4 Definitions and Interpretation





4.1 Definitions

In this Agreement, the following definitions apply:

Act means the *Environmental Planning and Assessment Act, 1979*.

Administration Allowance means the annual monetary contribution of \$20,000 p.a. (increased by CPI) being part of the Development Contributions payable by the Company to the Host Council in accordance with clause 5 to cover all administrative costs incurred by the Host Council associated with administering this Agreement, including the establishment and operation of the Committee, the allocation of the Development Contributions and auditing the disbursement of the Development Contributions.

Agreement means this Voluntary Planning Agreement including any schedules and annexures.

Bank Guarantee means an irrevocable and unconditional guarantee that is not limited in time and does not expire, provided by a major Australian trading bank (including, but not limited to, BNP Paribas and Westpac Banking Corporation), containing terms and conditions reasonably acceptable to the Host Councils, to pay an amount or amounts of money to the Host Council on demand in accordance with clause 14.3 of this Agreement.

BBSW means the Bank Bill Swap rate as administered by ASX Limited, or any other short-term rate used in the financial markets as a lending reference rate as the Parties may agree.

Business Day means a day on which banks are open for general business in Sydney excluding Saturdays, Sundays and public holidays in Sydney.

Committee means a committee established by resolution of the Host Council pursuant to section 355 of the *Local Government Act 1993* in accordance with clause 6(a) of this Agreement.

Community Enhancement Fund means the portion of the Development Contributions stated in clause 5.4(b) to be used for the Public Purpose in accordance with the provisions in Schedule 2.

Commencement of construction means the date notified to the Council under clause 5.1(a) of this Agreement.

CPI means the Consumer Price Index (All Groups, Sydney) published by the Australia Bureau of Statistics from time to time or if that index ceases to be published, such other index as may be agreed between the parties.

Decommission means for the purposes of clause 5.1(e) of this Agreement, the permanent removal of solar panels and any associated above ground infrastructure however does not include decommissioning for refurbishment and Decommissioned and Decommissioning are to be interpreted accordingly.

Development means the 'Goulburn River Solar Farm' as described in the Development Consent.

Development Consent means the consent to the Development granted under the Act by the delegate of the Minister for Planning with respect to development application SSD-33964533 on [insert date].

Development Contributions means the monetary development contributions for the Public Purpose payable by the Company to the Host Council in accordance with clause 5.





Dispute is defined in clause 11.

Explanatory Note means the note exhibited with a copy of this Agreement, when this Agreement is made available for inspection by the public in accordance with the Act, as contemplated by clause 25E of the Regulation.

GST has the same meaning as in the GST Law.

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

Host Council means Upper Hunter Shire Council

Installed Capacity means the total installed generation capacity in MW of the Goulburn River Solar Farm.

Interest Rate means the BBSW rate plus a margin of 2% per annum.

Land means the land the subject of the Development Consent, including (but not limited to) the land approved for the solar farm as indicated in Schedule 1 in this Agreement (subject to clause 4.2(n) (Development Consent prevails in the event of conflict)).

Local Government Area means "area" as defined in the *Local Government Act 1993*.

MW means megawatts of electricity as a measure of the generation capacity of the solar panels.

Public Purpose has the meaning given section 7.4(2) of the Act.

Note: Section 7.4(2) of the Environmental Planning and Assessment Act 1979 states: 'A public purpose includes (without limitation) any of the following:

- (a) the provision of (or the recoupment of the cost of providing) public amenities or public services,
- (b) the provision of (or the recoupment of the cost of providing) affordable housing,
- (c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,
- (d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,
- (e) the monitoring of the planning impacts of development,
- (f) the conservation or enhancement of the natural environment.'

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Road Maintenance Fund means the portion of the Development Contributions stated in clause 5.4(b) to be used for or applied towards the maintenance of roads in the Local Government Area of the Host Council, with preference given to Ringwood Road and Wollara Road, in the vicinity of the Development. For the avoidance of doubt, the Road Maintenance Fund is not to be used for the road upgrades and road maintenance referred to in clauses [insert] of Schedule [insert] of the Development Consent.

Road Upgrades means sealing and widening of 4.7 kilometres of Wollara Road from the end of the existing sealed section (adjacent to Lot 6 DP731205) up to the Goulburn River National Park boundary in accordance with an approval granted by the roads authority.





Strategic Reserve means any part of the Community Enhancement Fund created pursuant to Schedule 2 clause [insert].

4.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) If the day in which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
- (c) A reference in this Agreement to 'dollars' or '\$' means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part or schedule is a reference to a clause, a part or a schedule of this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) A reference to a party to this Agreement includes a reference to the servants, agents, and contractors of the party, and the party's successors and assigns.
- (m) Any schedules or tables form part of this Agreement.
- (n) Development Consent prevails in the event of conflict. In the event of any conflict between this Agreement and the Development Consent (for example, in the compilation of Schedule 1 (Land) to this Agreement from various parts of the Development Consent), the Development Consent prevails.

5 Development Contributions to be made under this Agreement

5.1 Provision of Development Contributions

- (a) The Company must notify Host Council of the commencement of construction in accordance with clause [insert] of Schedule [insert] of the Development Consent.





Note: Clause [insert] (notification) of the Development Consent provides:

[insert excerpt from Development Consent regarding notification]

Note: the Development Consent defines 'construction' as follows:

'[insert definition of 'construction']'

Note: the Development Consent defines 'pre-construction minor works' as follows:

'[insert definition of 'pre-construction minor works']'

Note: the Development Consent defines 'decommissioning' as follows:

'[insert definition of 'decommissioning']'

- (b) Subject to clause 14 ('Assignment'), from the date of commencement of construction notified to the Council under clause 5.1(a) of this Agreement, the Company must pay the Development Contributions, calculated in accordance with clause 5.2 to the Host Council in arrears on 1 July each year.
- (c) The Development Contributions calculated for the portion of the year between commencement of construction and 1 July will be calculated pro-rata.
- (d) The Company must notify the Host Council of the commencement of decommissioning in accordance with clause [insert] of the Development Consent.

Note: the notes to clause 5.1(a) (above) reproduce the relevant parts of clause [insert] of the Development Consent.

- (e) The Company's liability for the Development Contributions ceases upon completion of Decommissioning as defined in this Agreement.
- (f) The Development Contributions are paid for the purposes of this Agreement when cleared funds are deposited by means of electronic funds transfer by the Company into a bank account nominated by the Host Council.

5.2 Calculation of the Development Contributions

The annual Development Contributions payable by the Company to the Host Council is the greater of:

- (a) \$346 (increased by CPI) x the number of MW installed on the Land as at the due date for payment; or
- (b) \$190,000 (increased by CPI).

5.3 Reporting on Installed Solar Panels

The Company must provide to the Host Council on or before the first due date for payment of the Development Contributions under clause 5.1(b):

- (a) Written certification by a registered professional engineer reporting on the total Installed Capacity on the Land as at each due date for payment; and
- (b) The calculation (showing workings) of the Development Contributions payable.

5.4 Allocation of the Development Contributions

The Host Council shall allocate Development Contributions as follows:





- (a) It shall first allocate the Administration Allowance;
- (b) After subtracting the Administration Allowance from the relevant Development Contribution, it shall allocate 47.4% of the net balance to the Community Enhancement Fund and 52.6% to the Road Maintenance Fund or as otherwise agreed in writing between the Company and the Host Council.
- (c) The Host Council will disburse funds from the Community Enhancement Fund promptly, in accordance with Schedule 2, and only upon both the recommendation of the Committee and the resolutions of the Host Council.

5.5 Allocation of the Road Maintenance Fund

The Host Council agrees to allocate the Road Maintenance Fund for the purpose stated in the definition of Road Maintenance Fund.

5.6 Indexation of monetary Development Contributions

Where this Agreement provides that an amount is to be increased by CPI, then the amount will be increased in accordance the following formula:

$$A = B \times C/D$$

Where:

- A = the indexed amount at the time the payment is to be made.
- B = the contribution amount or rate stated in clause 5.2 of this Agreement.
- C = the CPI most recently published before the date of payment.
- D = the CPI most recently published before 29 May 2023 (being the day the Host Council accepted an offer to enter into this agreement).

For the avoidance of doubt, if C is less than D (that is, if there has been deflation over the relevant period), then A will not change.

6 Road Upgrades

- (a) The Company will fund the Road Upgrades.
- (b) The Road Upgrades will be completed prior to the Commencement of construction of the Development.
- (c) The Host Council can elect to nominate the Company to deliver the Road Upgrades on behalf of the Host Council.

7 Section 355 Committee

- (a) The Host Council agrees to establish a committee under section 355 of the *Local Government Act 1993* to assist with the administration of the Community Enhancement Fund in accordance with Schedule 2.





- (b) The Host Council must ensure that any committee established under clause 7(a) includes at least one representative from the Company.

8 Auditing

- (a) Each year in which Development Contributions are made the Host Council must appoint an appropriately qualified auditor to reconcile the calculation, payment and allocation of the Development Contributions in accordance with clause 5 (including any allocations to or payments from any Strategic Reserve) and to identify any corrective payments required.
- (b) The Company and the Host Council must:
 - (i) provide access to documents and information reasonably requested by the auditor;
 - (ii) make corrective payments as recommended by the auditor.
- (c) The costs of the auditor will be paid out of the Administration Allowance.
- (d) The Host Council will make each auditor's report publicly available.

9 Application of the Development Contributions

The Development Contributions are to be applied by the Host Council for the Public Purpose in accordance with this Agreement and consistent with the Host Council's Integrated Planning and Reporting Framework under the *Local Government Act 1993*.

10 Application of sections 7.11, 7.12 and 7.23 of the Act to the Development

- (a) This Agreement does not exclude sections 7.11, 7.12 and 7.23 of the Act to the Development.
- (b) Benefits under this Agreement are to be taken into consideration in determining a development contribution under section 7.11.

11 Review of this Agreement

- (a) The Parties agree that this Agreement may be reviewed or modified and that any review or modification will be conducted in the circumstances and in the manner determined by the Parties.
- (b) No modification or review of this Agreement, will be of any force or effect unless it is in writing and signed by all the Parties to this Agreement.

12 Dispute Resolution

- (a) In the event a dispute between the Parties arises in relation to any activity, payment or item as covered in this Agreement (a 'Dispute'), a Party must not commence any court proceedings relating to a Dispute unless it complies with this clause.
- (b) The Dispute is to be resolved through the following process (as required):
 - (i) A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute;





- (ii) Within ten (10) Business Days of receipt of notice of a claim of a Dispute, the Parties must endeavour, in good faith, to resolve the Dispute expeditiously by discussion between the Parties;
- (c) If the Dispute is not resolved within 60 Business Days after the initial notice of the Dispute is given under clause 12(b)(i), then the affected Party, having exhausted efforts to resolve the Dispute in accordance with this section, may, in writing, terminate the dispute resolution process and commence court proceedings in relation to the Dispute.

13 Registration of the Agreement

Pursuant to section 7.6 of the Act, the parties agree that the existence of this Agreement will not be registered on titles to the Land.

14 Enforcement and security

14.1 Enforcement by any party

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any court of competent jurisdiction.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - (ii) the Host Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

14.2 Interest on unpaid Contributions

The Company agrees to pay interest to the Host Council on any amount of the Development Contributions from 28 days after it becomes due for payment, during the period that it remains unpaid, on demand, or at times determined by the Host Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

14.3 Bank Guarantee

- (a) Within 12 months of the commencement of construction the Company must provide to the Host Council a Bank Guarantee in the amount of \$100,000.00.
- (b) The Company must not cancel the Bank Guarantee provided under clause 14.3(a) or do anything to cause the Bank Guarantee to be ineffective unless the Host Council has given written notice to the Company that the Bank Guarantee can be cancelled. The Host Council must not unreasonably withhold its consent to the cancellation of the Bank Guarantee and if it does agree it may require the Company to provide a replacement Bank Guarantee before the Bank Guarantee is cancelled.
- (c) The Host Council must release the Bank Guarantee or any unused part of it to the Company within 25 Business Days of the termination of this Agreement in accordance with clause 3.2.
- (d) If the Host Council reasonably considers that the Company is in breach of its obligation to pay the Development Contributions under this Agreement, it may give a written notice to the Company (a breach notice):





- i. specifying the nature and extent of the breach,
 - ii. requiring the Company to pay the outstanding monetary Development Contributions, and
 - iii. specifying the period within which the outstanding monetary Development Contributions are to be paid, being a period that is reasonable in the circumstances and not being less than 21 Business Days from the date of the written notice.
- (e) If the Company fails to fully comply with a breach notice, the Host Councils may call-up and apply the proceeds of a Bank Guarantee provided under this Agreement in satisfaction of:
- i. any obligation of the Company under this Agreement to pay the Development Contributions, and
 - ii. any associated liability, loss, cost, charge or expense directly incurred by the Host Council because of the failure by the Company to comply with this Agreement.
- (f) Subject to this clause, the Host Council will release the Bank Guarantee if the Company's rights and obligations under this Agreement are assigned in accordance with clause 15 and a replacement Bank Guarantee is provided to the satisfaction of the Host Council.
- (g) If the Host Council calls on a Bank Guarantee in accordance with this Agreement, the Host Council may, by notice in writing to the Company, require the Company to provide a further Bank Guarantee in an amount that, when added to any unused portion of the existing Bank Guarantee, does not exceed \$100,000.00.
- (h) Nothing in this clause prevents or restricts the Host Council from taking any enforcement action in relation to:
- i. any obligation of the Company under this Agreement; or
 - ii. any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Host Council because of the failure by the Company to comply with this Agreement.

15 Assignment

The Company may sell, transfer, assign or similarly deal with its interest in the Development or its rights or obligations under this Agreement to any party without the prior written consent of the Host Council.

16 Announcements

- (a) The Host Council must not make a public statement or announcement or any media release relating to this Agreement or the Community Enhancement Fund unless:
- (i) the Host Council acknowledges the Company in the announcement (unless it is not reasonably practicable to do so in the context of the announcement); and
 - (ii) the Host Council has obtained the prior written approval of the Company.
- (b) If, despite clause 16(a)(ii), the Host Council is required by law to make a public announcement, the Host Council making the announcement will (unless it is not reasonably practicable to do so in order to comply with the requirements of law) give a copy of the text to the Company as soon as practicable prior to the public announcement being made.

17 Notices





(a) Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (i) delivered or posted to that Party at its address set out below; or
- (ii) emailed to that Party at its email address set out below.

Upper Hunter Shire Council

Attention: The General Manager
 Address: Upper Hunter Shire Council
 135 Liverpool Street, Scone NSW 2337
 PO Box 208, Scone NSW 2337
 Email: council@upperhunter.nsw.gov.au

Goulburn River Fund Pty Limited as trustee for the Goulburn River Trust

Attention: The Legal Department
 Address: Level 19 'CBW'
 181 William Street
 Melbourne VIC 3000
 Email: legalnoticesaus@lightsourcebp.com

(b) If a Party gives the other Parties three Business Days' notice of a change of its address, or email address:

- (i) any notice, consent, or invoice is only given or made by that Party if it is served or posted by way of registered post to the latest address;
- (ii) any information, application or request is only given or made by that other Party if it is emailed to the latest email address.

(c) Any notice, consent, information, application or request is to be treated as given, made or received at the following time:

- (i) if it is delivered by process server, when it is served at the relevant address;
- (ii) if it is sent by registered post, two Business Days after it is posted; or
- (iii) if it is sent by email, the earlier of:
 - (A) as soon as the sender receives a 'delivery receipt' from the recipient; or





- (B) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed.
- (d) If any notice, consent, information, application or request is physically delivered, or an email delivery receipt in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5 pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

18 Costs

The Company agrees to pay the Host Council's reasonable costs of preparing, negotiating and executing this Agreement up to a total amount of \$5,000.

19 Entire Agreement

- (a) This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed except as permitted by law.
- (b) Pursuant to clause 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

20 Approvals and Consents

- (a) Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- (b) A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions. For the avoidance of doubt, this clause 20(b) does not apply to Schedule 2 clause (c)(iv) (recommendations for grants or appointments).

21 Further Acts

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

22 Governing Law and Jurisdiction

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

23 No Fetter

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





24 Joint and individual liability and benefits

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

25 Representations and Warranties

- (a) Each of the Parties represents and warrants to the other Parties that it has power to enter this Agreement and comply with its obligations under this Agreement and that entry into this Agreement will not result in the breach by it of any law applicable to it.
- (b) Each Party warrants to each other Party that:
 - (i) this Agreement creates a legal, valid and binding obligation, enforceable against the relevant Party in accordance with its terms; and
 - (ii) unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust.

26 Severability

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

27 Waiver

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

28 GST

If any Party reasonably decides that it is liable to pay GST on a supply made to another Party under this Agreement and the supply was not priced to include GST, then the recipient of the supply must pay an additional amount equal to the GST on that supply.

29 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

30 Compliance

- (a) The Parties agree to comply with the terms set out in Schedule 3 (Compliance).
- (b) Either Party may terminate or suspend this Agreement with immediate effect if any obligation of Schedule 3 has been breached by the other Party, or if the first party





reasonably suspects such a breach, without prejudice to any other remedy the first Party may have under this Agreement or otherwise.

- (c) The provisions of paragraphs 10 (Records) and 11 (Audit and Inspection) of Schedule 3 (Compliance) shall survive the expiration or termination of this Agreement for any reason.



**Schedule 1****Land**

Lot 3 in Deposited Plan 750956 (Lot 3)
Lot 30 in Deposited Plan 750956 (Lot 30)
Lot 31 in Deposited Plan 750956 (Lot 31)
Lot 32 in Deposited Plan 750956 (Lot 32)
Lot 33 in Deposited Plan 750956 (Lot 33)
Lot 57 in Deposited Plan 750956 (Lot 57)
Lot 61 in Deposited Plan 750956 (Lot 61)
Lot 21 in Deposited Plan 750966 (Lot 21)
Lot 25 in Deposited Plan 750966 (Lot 25)
Lot 26 in Deposited Plan 750966 (Lot 26)
Lot 27 in Deposited Plan 750966 (Lot 27)
Lot 28 in Deposited Plan 750966 (Lot 28)
Lot 29 in Deposited Plan 750966 (Lot 29)
Lot 30 in Deposited Plan 750966 (Lot 30 - 750966)
Lot 38 in Deposited Plan 750966 (Lot 38)
Lot 39 in Deposited Plan 750966 (Lot 39)
Lot 84 in Deposited Plan 750966 (Lot 84)
Lot 85 in Deposited Plan 750966 (Lot 85)
Lot 5 in Deposited Plan 750966 (Lot 5)
Lot 6 in Deposited Plan 750966 (Lot 6)
Lot 7 in Deposited Plan 750966 (Lot 7)
Lot 8 in Deposited Plan 750966 (Lot 8)
Lot 9 in Deposited Plan 750966 (Lot 9)
Lot 10 in Deposited Plan 750966 (Lot 10)
Lot 58 in Deposited Plan 750956 (Lot 58)
Lot 62 in Deposited Plan 750956 (Lot 62)
Lot 63 in Deposited Plan 750956 (Lot 63)
Lot 64 in Deposited Plan 750956 (Lot 64)





Lot 75 in Deposited Plan 750966 (Lot 75)
Lot 76 in Deposited Plan 750966 (Lot 76)
Lot 86 in Deposited Plan 750966 (Lot 86)
Lot 87 in Deposited Plan 750966 (Lot 87)
Lot 77 in Deposited Plan 750966 (Lot 77)
Lot 78 in Deposited Plan 750966 (Lot 78)
Lot 82 in Deposited Plan 750956 (Lot 82)
Lot 99 in Deposited Plan 750966 (Lot 99)
Lot 102 in Deposited Plan 750966 (Lot 102)
Lot 105 in Deposited Plan 750966 (Lot 105)
Lot 42 in Deposited Plan 750956, Folio identifier 42/750956 (Lot 42)
Lot 43 in Deposited Plan 750956, Folio identifier 43/750956 (Lot 43)
Lot 47 in Deposited Plan 750956, Folio identifier 47/750956 (Lot 47)
Lot 55 in Deposited Plan 750956, Folio identifier 55/750956 (Lot 55)
Lot 56 in Deposited Plan 750956, Folio identifier Auto-Consol 5831-78 (Lot 56)
Lot 84 in Deposited Plan 750956, Folio identifier Auto-Consol 5831-78 (Lot 84)





Schedule 2

Section 355 Committee – Operating Principles

Section 355 Committee (Local Government Act) to Administer the Community Enhancement Fund

That portion of Development Contributions destined for the single Community Enhancement Fund will be administered by a Section 355 Committee involving the Host Council, in accordance with the provisions of this Schedule.

The Committee will act as an advisory Committee for the Host Council and has no executive powers, except those expressly provided by the Host Council. In carrying out its Community Enhancement Fund allocation of monies responsibilities, the Committee recognises that primary responsibility for management of the Committee rests with the Host Council and their respective General Managers as defined by the *Local Government Act 1993*, and associated Regulations. The Committee's responsibilities are to assist the Host Council to discharge their responsibilities with due care and diligence.

The Committee shall operate in accordance with the following principles:

(a) *Membership of the Section 355 Committee*

To be a Committee of six (6) comprising:

- (i) two councillors from the Host Council (one of whom chairs the committee (voting));
- (ii) one council officer from the Host Council (non-voting);
- (iii) two community representatives from the Local Government Area of the Host Council (to be residents within ideally 30 km of the solar farm) who have not entered into a financial agreement with the solar farm company and can demonstrate the skills and experience relevant to the Committee's charter (voting); and
- (iv) one Company representative (voting).

(b) *Community projects - grant eligibility criteria*

- (i) Recipients must be an incorporated or registered not-for-profit association, or a local council or a Crown Reserve Trust;
- (ii) A grant application must be able to demonstrate in some detail the particular nature of the Public Purpose likely to accrue to the communities associated in some manner with the solar farm. Ideally the benefits are to flow to the community within approximately 30 km of the solar farm so as to truly reflect the impact of the project on the community. Grants for projects outside the 30 km radius may also be considered provided they can show a degree of benefit within the 30 km criterion; and
- (iii) The Committee has the authority to determine additional grant eligibility criteria, with Host Council approval, provided that the first two criteria listed herein are maintained.
- (iv) The Committee may recommend that part of the Community Enhancement Fund be held and dedicated to a future, large or multi-year funding commitment described in the recommendation in writing with certainty and detail (the 'Strategic Reserve').

(c) *Role of the Committee*

The Committee's role is to:

- (i) Annually review the draft operational plan of the Host Council (as publicly exhibited in accordance with section 405 of the Local Government Act 1993) to ensure the said plans apply land use planning standards to the land within 30 km of the solar farm that are consistent with those applied beyond 30 km, subject to any differences in land use type, biophysical characteristics and socio-economic activity;
- (ii) Review the suitability of grant application forms and information for applicants, and the information and briefing to be provided to incoming members of the Committee,





- and to recommend changes where appropriate;
- (iii) Publicly call for applications for funding for projects to benefit the local community;
 - (iv) Evaluate funding applications and make grant recommendations to the Host Council;
 - (v) Allow a grant applicant the opportunity to address the Committee, providing there has been prior registration to speak and the address is conducted in accordance with standard meeting protocols;
 - (vi) Check that allocations are made from the Community Enhancement Fund as recommended, and that any allocations to and payments from the Strategic Reserve are accounted for
 - (vii) Check that the planning agreement giving rise to the Committee is permanently accessible on the websites of the Host Council, that activity pursuant to the planning agreement is included in the annual reports of the Host Council, and that citizens have access to the history of grants (and outcomes) pursuant to the planning agreement; and
 - (viii) Review the effectiveness of completed grants and of the performance of the Committee each year, and recommend changes to the Host Council where appropriate, so that the Community Enhancement Fund provides as much ongoing public benefit as possible.
- (d) *Public Notice for nominations for appointment to the Committee, applications for grants and reporting on allocated grants*

The Committee will be responsible for advertising when grant applications for funding are being invited, together with the due date. The public notice should be displayed in various locations including (but not limited to):

- (i) on the Host Council's website;
 - (ii) in the Host Council's office reception areas – hard copy;
 - (iii) in local newspaper(s) (where available);
 - (iv) on social media as deemed appropriate by the Committee; and
 - (v) on the solar farm company website.
- (e) *Meeting quorum and procedure*
- (i) Members of the Committee not able to attend in person will have the option to attend via teleconference;
 - (ii) A quorum is all five (5) voting members including two Councillors from the Host Council;
 - (iii) The Committee will meet at least six monthly.
 - (iv) Meetings will be open to the public and meeting details publicised, however speaking rights to non-member attendees will be at the discretion of the chairperson.
 - (v) Minutes of Committee meetings will be placed on the Host Council's websites.
- (f) *Public Purpose*

Community-initiated projects potentially eligible for merit allocation of Development Contributions from the Community Enhancement Fund must be for a Public Purpose and include (but are not limited to) provision of:

- projects for the conservation or enhancement of the natural environment;
- provision of public domain infrastructure and services such as recreational, sporting and community facilities as well as disabled access, car parking, toilets, footpaths, and streetscapes;
- funds for improving rural community mobile phone and internet services;
- support to assist medical practitioners reside in local towns;
- mobile outreach health services;
- support to assist medical specialists fly in from the city to run clinics;
- support for physical health programs, for example obesity/diabetes/drugs;
- support for mental health programs;
- support for the construction and management of aged care units and to assist the financially disadvantaged gain entry into such facilities;
- support for the provision of Council-run aged care/community transport vehicles;
- child care and preschool facilities;
- improvements to drainage structures and waste management services;



lightsource bp

- upgrades and recurrent expenditure funding of public facilities such as libraries, community halls, aquatic centres and childcare facilities;
- monitoring of the planning impacts of development and project-related technical resource capacity;
- masterplans for LGA development;
- tourist displays, including (but not limited to) with regard to indigenous and non-indigenous regional heritage; and
- renewable energy projects.

Note: As at the date of this agreement, section 7.4(2) of the *Environmental Planning and Assessment Act 1979* states:

'A public purpose includes (without limitation) any of the following:

- (a) the provision of (or the recoupment of the cost of providing) public amenities or public services,
- (b) the provision of (or the recoupment of the cost of providing) affordable housing,
- (c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,
- (d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,
- (e) the monitoring of the planning impacts of development,
- (f) the conservation or enhancement of the natural environment.'

(g) *Further operating principles*

The Committee may from time to time propose additional operating principles, providing that the additional principles are consistent with the above principles, and the additional principles shall apply upon ratification by the Council.





Schedule 3

Compliance

In this Schedule:

- 1.1 **"Affiliate"** means, with respect to any person, any other person that directly or indirectly through one or more intermediaries Controls or is Controlled by or is under common Control with that person provided that in the case of the Company, the term "Affiliates" shall not include BP plc nor any subsidiaries of BP plc which are not subsidiaries of Lightsource BP Renewable Energy Investments Limited (including in the event that BP plc becomes a 100% owner of Lightsource BP Renewable Energy Investments Limited).
- 1.2 **"Anti-Corruption Laws"** means the laws and regulations set out in paragraph 4.2 of this Schedule.
- 1.3 **"Control"** means the possession, directly or indirectly through one or more intermediaries, of more than 50% of the outstanding voting stock of, or the power to direct or cause the direction of the management policies of, any person, whether through ownership of stock, as a general partner or trustee, by contract or otherwise.
- 1.4 **"Facilitation Payments"** means small bribes or grease payments or any other payments made to a Public Official to facilitate routine, non-discretionary governmental actions that:
- (a) the Public Official ordinarily performs; and
 - (b) a Party is otherwise entitled to under the laws of the relevant country.
- 1.5 **"Lightsource bp Code"** means the Lightsource bp Code of Business Conduct & Ethics for Counterparties which is found at: <https://www.lightsourcebp.com/code-of-business-conduct-and-ethics-for-counterparties/> (as updated from time to time).
- 1.6 **"Lightsource bp Group"** means the Company and its Affiliates.
- 1.7 **"Person"** means any person whosoever (including private individuals and Public Officials).
- 1.8 **"Public Official"** means:
- (a) any minister, civil servant, politician, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organization;
 - (b) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and
 - (c) any close family member of any of the foregoing.
- 1.9 **"Related Parties"** means, with respect to a Party:
- (a) any employee, director, Affiliate, sub-contractor (including any person to whom any part of the performance of any of the obligations under this Agreement is sub-contracted or delegated), supplier, developer, agent, consultant, contractor and advisor of that Party;





- (b) any other person who performs or has performed services for or on behalf of the Party;
and
- (c) any other intermediary engaged by or on behalf of that Party.

2. CODE OF CONDUCT

- 2.1 In connection with the Host Council's performance and exercise of its rights and obligations under this Agreement or any related transaction, the Host Council agrees to act consistently with and adhere to (and shall procure that its Related Parties act consistently with and adhere to) the principles set out in the Lightsource bp Code.

3. COMPLIANCE WITH LAWS

Each Party shall observe and abide by and shall procure that its Related Parties observe and abide by all applicable laws, statutes and regulations, in relation to the performance and exercise of rights and obligations under this Agreement.

4. ANTI-BRIBERY AND CORRUPTION

- 4.1 The Host Council acknowledges that the Company has a zero-tolerance policy toward bribery, corruption and Facilitation Payments, and that the Lightsource bp Group has obligations under the Anti-Corruption Laws with respect to service providers (including their Related Parties) in connection with its business.
- 4.2 Without limiting the generality of paragraph 3 of this Schedule each Party shall observe and abide by and shall procure that its Related Parties observe and abide by any applicable anti-bribery, anti-corruption, anti-tax evasion and anti-money laundering laws and regulations including any laws which may come into force during the period of the Agreement and including any secondary legislation under such laws in relation to the performance and exercise of rights and obligations under this Agreement.
- 4.3 Each Party will not (and will procure that its Related Parties will not) offer, give or agree to give any Person or solicit, accept or agree to accept from any Person, anything of value, either directly or indirectly, in connection with this Agreement in order to obtain, influence, induce or reward any improper or illegal advantage including any Facilitation Payment.

5. CONFLICTS OF INTEREST

- 5.1 Each Party shall disclose:
- (a) any actual or apparent conflict of interest between personal, professional, social, financial, or political interests or activities which are inconsistent or interfere in any way with the interests of the other Party or the duties and obligations owed to the other Party or appear to do so, including using the other Party's information and resources for improper gains; and
 - (b) any relationship between that Party or its Related Parties and a Public Official which may affect or be perceived to affect the Agreement or the business of the other Party.
- 5.2 In the event such a conflict of interest exists, or an apparent or potential conflict is identified, it must be promptly disclosed to the other Party and, if possible, prior to engaging in the relevant activity.





6. **ETHICAL LABOUR AND SUPPLY CHAIN**

6.1 The Host Council acknowledges that the Company:

- (a) is committed to acting ethically and with integrity in all its business dealings and relationships in line with the principles set out in the Lightsource bp Code; and
- (b) aims to ensure that forced labour, trafficked labour, child labour and modern slavery are not taking place anywhere in its business or supply chain,

and, having read the Lightsource bp Code, agrees that it shall (and shall procure that its Related Parties shall) act in a manner consistent with the values and statements set out therein.

6.2 Without prejudice to the generality of paragraph 6.1 of this Schedule:

- (a) the Host Council confirms that it and its Related Parties shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including:
 - (i) not employing, engaging or otherwise using forced labour, trafficked labour or child labour;
 - (ii) not engaging in or condoning abusive or inhumane treatment of workers;
 - (iii) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
 - (iv) mitigating or avoiding adverse impacts to communities arising from its activities to the extent practicable; and
- (b) the Host Council warrants, to the best of its knowledge, for itself and on behalf of its Related Parties that:
 - (i) it has policies concerning ethical labour and human rights in place and an appropriate complaints procedure to deal with any issues relevant to or any breaches of such policies;
 - (ii) it does not employ, engage or otherwise use any child labour;
 - (iii) it does not use forced labour in any form (prison, indentured, bonded, or otherwise);
 - (iv) its employees are not required to lodge official identification or travel papers or deposits at any time in connection with the work they perform for it;
 - (v) it does not employ, engage or otherwise use trafficked labour;
 - (vi) it provides a safe and healthy workplace, presenting no immediate hazards, and emergency healthcare in the event of accidents or incidents to those working on its premises;
 - (vii) any housing provided to its employees is safe for habitation;
 - (viii) it provides access to clean water and food to its employees;





- (ix) it does not discriminate against any employees on any ground (including race, religion, disability or gender);
- (x) it does not engage in, or support the use of, corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
- (xi) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is the higher) and provides each employee with all legally mandated benefits, in each case as relevant to the jurisdiction in which the relevant employee works;
- (xii) it complies with the laws on working hours and employment rights in the countries in which it operates; and
- (xiii) it does not prevent or prohibit any employee from, nor does it discriminate against any employee for, exercising any right to join and/or form independent trade unions or any right or freedom of association.

7. COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS

- 7.1 Each Party shall comply with, and shall ensure that its Related Parties comply with, all applicable export control, trade embargo and other foreign trade control laws, rules and regulations ("**Trade Restrictions**").

8. SANCTIONS

Each Party represents and warrants that neither it nor its Related Parties are subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.

9. OBLIGATION TO DISCLOSE

The Host Council shall on an on-going basis through the Term of this Agreement:

- (i) inform its Related Parties that they are required to act in accordance with the obligation set out in this Schedule;
- (ii) monitor compliance with the obligations set out in this Schedule; and
- (iii) immediately disclose in writing to the Company details of any breach of any obligation set out in this Schedule.

10. RECORDS

- 10.1 The Host Council shall, during the term of this Agreement and for a minimum of six years from the end of the calendar year in which the Agreement is completed or terminated, maintain complete and adequate records (which are, where applicable, in accordance with internationally recognised accounting principles and traceability protocols) of all operations related to this Agreement (and any related transaction) and all purchase orders, invoices, charges and transactions related thereto.

11. AUDIT AND INSPECTION

- 11.1 The Host Council hereby grants (and shall procure that each of its Related Parties grant) to the Company (or its agent, as appropriate) the right upon reasonable notice (unless to





investigate a reasonably held suspicion of breach, in which case no notice shall be necessary) to:

- (a) enter the Host Council's premises or facilities (or those of its Related Parties) and the site of any works or operations carried out under or in connection with this Agreement and any transactions related thereto to inspect and audit:
 - (i) any of the Host Council's records, documents and/or other evidence (or those of its Related Parties) in connection with this Agreement and any transactions related thereto; and
 - (ii) any operations which are or have been carried out in connection with supplies or services provided pursuant to this Agreement and any transactions related thereto; and/or
- (b) require, subject to compliance with law, that the Host Council delivers (or procures that the relevant Related Party delivers) to the Company (or its agent, as appropriate) copies of any relevant documents and/or other information requested by the Company (or its agent, as appropriate),

for the purposes of monitoring the compliance by the Host Council (or the relevant Related Party) of the warranties and obligations set out in this Schedule.

- 11.2 The right granted pursuant to paragraph 11.1 of this Schedule is granted from the date of this Agreement until the expiry of six years from the end of the calendar year in which the Agreement is completed or terminated.
- 11.3 The Company shall use its reasonable endeavours to conduct any inspections and audits carried out in accordance with paragraph 11.1 of this Schedule in a manner which will result in a minimum of inconvenience to the Host Council.
- 11.4 The Host Council shall:
 - (a) provide reasonable assistance with any inspection or audit carried out in accordance with paragraph 11.1 of this Schedule;
 - (b) provide to the Company (or its agent, as appropriate) any relevant documents and/or other evidence requested by the Company (or its agent); and
 - (c) procure access to such other premises or facilities relating to this Agreement and any transactions related thereto as the Company (or its agent) shall reasonable require.
- 11.5 If the Company so chooses, but with no obligation to do so, it may engage with the Host Council on the results of any inspection or audit conducted pursuant to paragraph 11.1 of this Schedule and discuss measures and timeframes for improvement and/or rectification of any issues arising from such inspection or audit.
- 11.6 The Company shall be entitled to suspend or terminate this Agreement with immediate effect if:
 - (a) the Company (or its agent) become aware, by whatever means including but not limited to conduct of a monitoring or verification exercise, that the Host Council or any of its Related Parties is in breach of any of the provisions of this paragraph 11 of this Schedule;





- (b) the Host Council (or any of its Related Parties) refuses, prevents or obstructs the Company (or its agent) from monitoring or verifying compliance by the Host Council or Related Parties with the obligations set out in this Schedule; or
- (c) The Company (or its agent) engages with the Host Council in accordance with paragraph 11.5 of this Schedule to improve and/or rectify any issues arising from such monitoring and/or verification, but no resolution satisfactory to the Company is achieved within such timeframe as the Company (or its agent) specifies in writing as part of such discussions.





EXECUTED AS A DEED

Company

Executed by Goulburn River Fund Pty Limited ACN 673 011 786 as trustee for the Goulburn River Trust in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

Signature of Director

Signature of Director/company secretary

Name of Director
(BLOCK LETTERS)

Name of Director/company secretary
(BLOCK LETTERS)

Host Council

Executed for and on behalf of Upper Hunter Shire Council by the General Manager pursuant to a resolution of Council passed at the Ordinary Meeting held on

General Manager

I certify that I am an eligible witness and that the delegate signed in my presence

Signature of witness

Name of witness

Address of witness



lightsource bp



Explanatory Note

Draft Planning Agreement Goulburn River Solar Farm

Environmental Planning & Assessment Regulation 2021, section 205

Planning Agreement

The purpose of this Explanatory Note is to provide a plain English summary to support the exhibition of a proposed draft planning agreement (the **Planning Agreement**) prepared under section 7.4 of the *Environmental Planning and Assessment Act 1979* (the **Act**).

The Planning Agreement will provide for the payment of monetary development contributions and carrying out of road upgrades in connection with the Goulburn River Solar Farm.

This Explanatory Note has been prepared jointly between the parties as required by Section 205 of the *Environmental Planning and Assessment Regulation 2021* (the **Regulation**).

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

Parties

The parties to the Planning Agreement are the Upper Hunter Shire Council (**Council**) (ABN 17 261 839 740) and Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust (**Company**), a wholly owned subsidiary of Lightsource bp.

Description of subject land

The subject land comprises the parcels listed in Attachment A.

Description of the Development

Lightsource bp has submitted a State Significant Development application SSD-33964533 for the Goulburn River Solar Farm.

The project is located within the Upper Hunter Local Government Area (LGA) of NSW, approximately 28 kilometres (km) south-west of the township of Merriwa.

The project involves the construction, operation and decommissioning of approximately 550-megawatt peak (MWp) of solar photovoltaic (PV) generation as well as a Battery Energy Storage System (BESS) with 280 MWp / 570 megawatt hour (MWh) capacity. The project will also include a substation and connection to an existing 500 kilovolt (kV) transmission line. The project will include various associated infrastructure, including road repairs and upgrades to Ringwood Road, temporary construction facilities, operation and maintenance buildings, internal access roads, civil works and electrical infrastructure to connect the project to the existing transmission line which passes through the project area.

Assessment of the merits of the Planning Agreement

The delivery of the monetary development contributions required by the Planning Agreement will be used to address the environmental, social and economic impacts of the Goulburn River Solar Farm on the community, particularly in the vicinity of the project.

In accordance with Section 7.4 of the Act, the Community Contribution could be used for or applied towards the following public purposes:

- the provision of (or the recoupment of the cost of providing) public amenities or public services,
- the provision of (or the recoupment of the cost of providing) transport or other infrastructure;
- the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,
- the conservation or enhancement of the natural environment.

In this regard, the Planning Agreement will have a positive impact on the public.

The public purposes for which the Community Contribution may be used for or applied towards may include items included in the Council's capital works program. However, the monetary development contributions required by the Planning Agreement are not limited to the provision of capital works and may provide public benefits beyond those set out in the Council's capital works program.

The nature of the development means that there are no relevant specific requirements of the agreement relating to the issue of construction certificates, occupation certificates or subdivision certificates which must be complied with.

The Planning Agreement promotes the public interest by promoting the objects of the Act, in particular:

- (a) to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,
- (b) to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment,
- (c) to promote the orderly and economic use and development of land.

The Planning Agreement is available on the Council's website.

Attachment A – Subject Land

Lot 3 in Deposited Plan 750956 (Lot 3)
Lot 30 in Deposited Plan 750956 (Lot 30)
Lot 31 in Deposited Plan 750956 (Lot 31)
Lot 32 in Deposited Plan 750956 (Lot 32)
Lot 33 in Deposited Plan 750956 (Lot 33)
Lot 57 in Deposited Plan 750956 (Lot 57)
Lot 61 in Deposited Plan 750956 (Lot 61)
Lot 21 in Deposited Plan 750966 (Lot 21)
Lot 25 in Deposited Plan 750966 (Lot 25)
Lot 26 in Deposited Plan 750966 (Lot 26)
Lot 27 in Deposited Plan 750966 (Lot 27)
Lot 28 in Deposited Plan 750966 (Lot 28)
Lot 29 in Deposited Plan 750966 (Lot 29)
Lot 30 in Deposited Plan 750966 (Lot 30 - 750966)
Lot 38 in Deposited Plan 750966 (Lot 38)
Lot 39 in Deposited Plan 750966 (Lot 39)
Lot 84 in Deposited Plan 750966 (Lot 84)
Lot 85 in Deposited Plan 750966 (Lot 85)
Lot 5 in Deposited Plan 750966 (Lot 5)
Lot 6 in Deposited Plan 750966 (Lot 6)
Lot 7 in Deposited Plan 750966 (Lot 7)
Lot 8 in Deposited Plan 750966 (Lot 8)
Lot 9 in Deposited Plan 750966 (Lot 9)
Lot 10 in Deposited Plan 750966 (Lot 10)
Lot 58 in Deposited Plan 750956 (Lot 58)
Lot 62 in Deposited Plan 750956 (Lot 62)
Lot 63 in Deposited Plan 750956 (Lot 63)

Lot 64 in Deposited Plan 750956 (Lot 64)

Lot 75 in Deposited Plan 750966 (Lot 75)

Lot 76 in Deposited Plan 750966 (Lot 76)

Lot 86 in Deposited Plan 750966 (Lot 86)

Lot 87 in Deposited Plan 750966 (Lot 87)

Lot 77 in Deposited Plan 750966 (Lot 77)

Lot 78 in Deposited Plan 750966 (Lot 78)

Lot 82 in Deposited Plan 750956 (Lot 82)

Lot 99 in Deposited Plan 750966 (Lot 99)

Lot 102 in Deposited Plan 750966 (Lot 102)

Lot 105 in Deposited Plan 750966 (Lot 105)

Lot 42 in Deposited Plan 750956, Folio identifier 42/750956 (Lot 42)

Lot 43 in Deposited Plan 750956, Folio identifier 43/750956 (Lot 43)

Lot 47 in Deposited Plan 750956, Folio identifier 47/750956 (Lot 47)

Lot 55 in Deposited Plan 750956, Folio identifier 55/750956 (Lot 55)

Lot 56 in Deposited Plan 750956, Folio identifier Auto-Consol 5831-78 (Lot 56)

Lot 84 in Deposited Plan 750956, Folio identifier Auto-Consol 5831-78 (Lot 84)

General Manager's Unit

G.01.2

REQUESTS FOR DONATIONS

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Boland - Governance & Executive Support Officer

PURPOSE

The purpose of this report is for Council to consider providing financial assistance to local community groups requesting donations.

RECOMMENDATION

That Council provide a donation to Jamie McBain for \$200 to go towards running costs of the Lake Glenbawn Family Carp Muster to be held on 24 February 2024.

BACKGROUND

Council may, in accordance with Section 356 of the Local Government Act 1993, contribute money or grant financial assistance to various entities including charitable, community and sporting organisations and private individuals.

REPORT/PROPOSAL

Council has received a request for financial support from event organiser, Jamie McBain, to assist with running costs of the Lake Glenbawn Family Carp Muster to be held on Saturday, 24 February 2024.

The Lake Glenbawn Family Carp Muster is a family friendly community event that will provide entertainment to attendees whilst assisting to reduce the impact that the noxious species known as carp has on the environment at Lake Glenbawn.

In 2023, Council secured grant funding from the State Government which enabled Council to support the pilot event. Under the Community Events Program, Council, being an official sponsor, was able to extend its insurance to cover the event. Council also assisted with the event via promotion, guidance and support with planning, applications and documentation for reporting. Unfortunately, there are no state or federal funding opportunities to allow Council to be an official sponsor and support the 2024 event in the same capacity that it did in the previous year. Council's event insurance does not extend to externally produced events. This advice was conveyed to the event organiser in June and September of 2023 to ensure they had plenty of time to make other arrangements.

The request for financial assistance to go towards running costs of the event does fit within Council's policy under *6(d) Events which promote the Upper Hunter and the Upper Hunter Shire, to the value of \$200.00 per event per annum.*

It is recommended providing a donation of \$200.00

OPTIONS

1. Provide a donation
2. Provide an alternative donation amount
3. Not provide a donation

General Manager's Unit

CONSULTATION

- General Manager
- Manager Finance

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Connected Community

Developing and deepening connections of people to each other and their community.

1.6 Provide and support a range of community events, festivals and celebrations.

b. Delivery Program

- Community social and physical infrastructure to support community activities

IMPLICATIONS

a. Policy and Procedural Implications

Nil

b. Financial Implications

Council has set aside funds in the annual budget for the 2023/24 financial year for granting donations and contributions. The total donations and contributions provided for this financial year has been \$3,984.10.

c. Legislative Implications

Nil

d. Risk Implications

Nil

e. Other Implications

Nil

CONCLUSION

Council has received a request for financial assistance from Jamie McBain, to assist with running costs of the 2024 Lake Glenbawn Family Carp Muster. Unfortunately, there are no state or federal funding opportunities to support the 2024 event in the same capacity that it did in the previous year however the request does satisfy the selection criteria as outlined in Council's policy: Section 356 General Donations under 6(d) *Events which promote the Upper Hunter and the Upper Hunter Shire, to the value of \$200.00 per event per annum.*

Council's policy states that Council will, in accordance with a resolution, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions, in accordance with section 356 of the Local Government Act.

ATTACHMENTS

- 1 [Lake Glenbawn Family Carp Muster 2024](#)

From: jamie mcbain [REDACTED]
Sent: Sunday, July 30, 2023 3:26 pm
To: Council Internet Mail <council@upperhunter.nsw.gov.au>; Bek Durietz
[REDACTED]
Subject: External: Sponsorship request for annual carp muster

Subject: Support Request for the 2024 Carp Muster - Lake Glenbawn

Dear Council,

I hope this letter finds you well. I am writing to formally request the Upper Hunter Shire Council's support for the 2024 Carp Muster, building on the success of the 2023 event. The 2023 Carp Muster was a great success, and I believe that with your continued support, we can make the upcoming event even more remarkable.

To recap, I would like to request the Council's assistance in covering some of the costs associated with delivering the event. Council offered some modest assistance for the 2023 event via seeking a variation to the Community Events Fund which enabled us to be included in that program but financial support was limited to what was allowed for within the existing parameters.

As part of this formal request, below is a brief event description of the event, which highlights the significance of Lake Glenbawn Carp Muster & Family Fun Day:

Event Description:

Lake Glenbawn Carp Muster & Family Fun Day event is scheduled to be held in DATE of 2024 at Lake Glenbawn, Aberdeen.

This family fun day aims to connect young people and their families with nature, emphasizing the positive impact on biodiversity, mental health, and social connection. The activities include fishing and various outdoor experiences shared with family and friends. The event emphasizes collaboration between the community, Council, local businesses, and Lake Glenbawn Caretakers, Reflections Holiday Park, to achieve positive environmental outcomes.

We believe this event will foster connections among young people, families, and different age groups, encouraging learning and active involvement in environmental restoration through hands-on activities. Art and crafts in an outdoor environment will also provide opportunities for self-expression and creativity. The core theme of the event centers around the link between connecting with nature and enhancing community well-being.

Location: Lake Glenbawn, Glenbawn Road, Glenbawn NSW 2337

I want to express my appreciation for your support with the pilot event, and I am optimistic that the next Carp Muster will be even more successful with Council's backing or with any support you can refer me to for grant funding.

Should you require any further information or clarification, please do not hesitate to reach out to me.

Thank you for considering our request, and I look forward to your positive response.

Sincerely,
Jamie McBain

Get [Outlook for Android](#)

Caution: This email was sent from outside our organisation. Be cautious, particularly with links and attachments unless you recognise the sender and know the content is safe.



SATURDAY, 24 FEBRUARY 2024 FROM 06:00-15:00 UTC+11

Lake Glenbawn Family Carp Muster

Reflections Holiday Parks Lake Glenbawn

Corporate Services

POLICY MATTERS

H.01.1

PRIVACY MANAGEMENT PLAN

RESPONSIBLE OFFICER: Wayne Phelps - Manager Finance

AUTHOR: Ian Roberts - Governance & Risk Advisor

PURPOSE

The purpose of this report is to arrange for the formal adoption of Council's revised Privacy Management Plan.

RECOMMENDATION

That Council adopt Council's revised Privacy Management Plan.

BACKGROUND

The Privacy and Personal Information Protection Act 1998 (PPIPA) provides that Council must prepare and adopt a Privacy Management Plan which outlines its policies and practices to ensure that it complies with the PPIPA and the Health Records Information Privacy Act 2002 (HRIPA).

REPORT/PROPOSAL

Council staff have been reviewing Council's existing Privacy Management Plan.

Part of this review process involved consultation with the NSW Information and Privacy Commission.

The Senior Management Group considered suggestions made by the Commission and relevantly adjusted the Plan to cater for those suggestions.

The attached Privacy Management Plan is submitted for Council's consideration and formal adoption.

OPTIONS

1. As indicated above, Council must have a Privacy Management Plan.

CONSULTATION

- Senior Management Group
- NSW Information and Privacy Commission

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

Corporate Services

5.1 Effectively and efficiently management the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.

b. Delivery Program

- A system where policies and procedures are reviewed on a regular basis

c. Other Plans

N/A

IMPLICATIONS

a. Policy and Procedural Implications

N/A

b. Financial Implications

N/A

c. Legislative Implications

The Privacy Management Plan is prepared in accordance with and incorporates reference to the PPIPA and HRIPA.

d. Risk Implications

N/A

e. Sustainability Implications

N/A

f. Other Implications

N/A

CONCLUSION

The Privacy and Personal Information Protection Act 1998 (PPIPA) requires Council to prepare and adopt a Privacy Management Plan which outlines its policies and practices to ensure that it complies with the PPIPA and the Health Records Information Privacy Act 2002 (HRIPA).

ATTACHMENTS

- 1 Upper Hunter Shire Council Privacy Management Plan Excluded

General Manager's Unit

H.01.2

POLICIES FOR REVIEW

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Boland - Governance & Executive Support Officer

PURPOSE

To review the policies provided in the attachment to this report.

RECOMMENDATION

That Council adopt the policy *Records Management for Councillors*.

BACKGROUND

All new and revised policies of Council are endorsed by the Senior Management Group, and then put to Council for consideration and adoption, in accordance with the Controlled Documents operational policy.

REPORT/PROPOSAL

The policy *Records Management for Councillors* is due for review and is provided for consideration in attachment 1. A copy of the current policy in the old template is provided in attachment 2 for reference.

OPTIONS

Council may adopt, amend or revoke the draft policy provided, as it sees fit.

CONSULTATION

- Senior Management Group

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

5.1 Effectively and efficiently management the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.

b. Delivery Program

- Advice and policy development that supports decision making
- Advice and policy development that supports decision making Other Plans

General Manager's Unit

IMPLICATIONS

a. Policy and Procedural Implications

The Controlled Documents operational policy identifies Council's process for creating, reviewing and revoking Council policies.

b. Financial Implications

Nil

c. Legislative Implications

Legislative references for each policy are provided in the policy details, as relevant.

d. Risk Implications

Current and accurate policies support Council in managing risks and help to ensure consistency of service.

e. Sustainability Implications

Nil

f. Other Implications

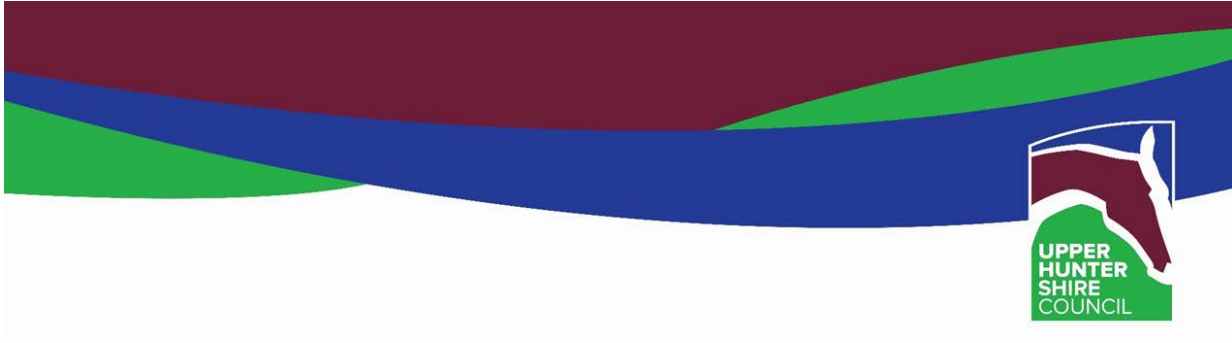
Nil

CONCLUSION

The attached policies have been reviewed by the Senior Management Group and are provided to Council for consideration in accordance with the Controlled Document operational policy.

ATTACHMENTS

- 1 [↓](#) Draft - Policy - Records Management for Councillors
- 2 [↓](#) Policy - Records Management for Councillors - signed 15/11/2017



POLICY

Records Management for Councillors

Date adopted by Council	
Minute number	
Endorsed by	Senior Management Group – 20 December 2023
CM Ref	CD-164/21
Due for review	
Related documents	
Responsible officer	Information Services Manager
Department/Section	Information Services
Category	Information Management
Community Strategic Plan goal	<p>Goal 5 Responsible Governance.</p> <p>5.1 Effectively and efficiently manage the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.</p>

Adopted

page 1 of 15

Policy: Records Management for Councillors



Policy Statement

Councillors shall take care to create and capture full and accurate records of any Council business undertaken in the course of their official duties with Council.

Objective

To ensure that full and accurate records of the activities and decisions of Councillors, in the course of their official duties for Council, are created, managed and disposed of appropriately to meet Council's organisational needs and accountability requirements.

Scope

This document has been specifically developed to assist Councillors to meet their recordkeeping responsibilities.

All Councillors must comply with this document in their conduct of official business for Council. Official business includes business relevant to the performance of the function and duties of the office of Councillor. This document applies to records in all formats, including electronic records.

Definitions

For the purpose of this policy the below terms are applicable. Definitions have been compiled from the *State Records Authority Glossary of Recordkeeping Terms*. Sources of terms include Australian and international standards on records management.

Access	Right, opportunity, means of finding, using or retrieving information.
Appraisal	Appraisal for managing records is the recurrent process of evaluating business activities to determine which records need to be created and captured as well as how and how long the records need to be kept.
Archives	Records of organisations and individuals that have been selected for indefinite retention on the basis of their continuing value for legal, administrative, financial or historical research purposes.
Disposal	Range of processes associated with implementing records retention, destruction or transfer decisions which are documented in disposition authorities or other instruments.
Recordkeeping	Making and maintaining complete, accurate and reliable evidence of business transactions in the form of recorded information.
Recordkeeping systems	Information system which captures, manages and provides access to records over time.
Records	Information created, received, and maintained as evidence and as an asset by an organisation or person, in pursuit of legal obligations or in the transaction of business. Record means any document or other source of information compiled, recorded or stored in written form or on film, or by electronic process, or in any other manner or by any other means.

Policy: Records Management for Councillors



Records management program	A records management program encompasses the management framework, the people and the systems required within an organisation to manage full and accurate records over time. This includes the identification and protection of records with longer-term value that may be required as State archives.
Retention and Disposal Authority	Documents authorised by the Board of the State Archives and Records Authority of New South Wales that set out appropriate retention periods for classes of records.
State archive	A State record that the State Archives and Records Authority of New South Wales has control of under the <i>State Records Act 1998</i> .

Policy Details

Councillors shall take care to create and capture full and accurate records of any Council business undertaken in the course of their official duties with Council.

1 STATE RECORDS

1.1 Some Councillors' records are State records

Public offices are bound by the State Records Act 1998 which establishes rules for best practice for recordkeeping in NSW Government, encouraging transparency and accountability. Councils are identified as public offices under the Act (section 3(1)). When discharging functions of Council, Councillors are subject to the State Records Act when they create or receive 'State records'.

A State record is 'any record made and kept or received and kept, by any person in the course of the exercise of official functions in a public office, or for any purpose of a public office, or for the use of a public office' (section 3(1)).

1.2 Examples of State records

Examples of State records include (but are not limited to):

- Correspondence, including emails, regarding any Council business, including building and development matters.
- A petition received from a community group.
- Declarations concerning a Councillors' pecuniary interests.
- Speech notes made for addresses given at official Council events.
- Complaints, suggestions or enquiries by rate payers about Council services.
- Any written response provided by the Councillor to any of the above examples.

Policy: Records Management for Councillors



1.3 Examples of records that are not State Records

Conversely, records which are created, sent or received by Councillors when they are **not** discharging functions of Council are **not** considered to be State records for the purposes of the State Records Act 1998.

Examples of records that are **not** State records include (but are not limited to):

- Records relating to political or electoral issues eg lobbying for votes, supportive emails from members of the community regarding elections or political stance.
- Communications regarding matters of personal/general interest rather than Council interest eg information from environmental or other interest groups not specific to issues being considered by Councillors or Council.
- Records relating to attendance at sports functions, church fetes, community functions when the Councillor is not representing Council.
- Personal records of Councillors such as personal emails, character references for friends, nomination for awards, letters to local newspapers etc that are not related to Council business.

2 RECORDS AS A RESOURCE

Records are a vital asset to Council. Many records created and received by Councillors have the potential to:

- support the work of Councillors and Council's program delivery, management and administration;
- help Councillors and Council to deliver customer services in an efficient, fair and equitable manner;
- provide evidence of Councillors' actions and decisions and establish precedents for future decision making; and
- protect the rights and interests of the Council, Councillors and its clients and rate payers.

3 CREATION AND CAPTURE OF RECORDS

3.1 What records to create and capture

Councillors should create and capture full and accurate records of any Council business undertaken in the course of their official duties for Council. Council business can include:

- providing advice, instructions or recommendations;
- drafts of documents for Council containing significant annotations or submitted for comment or approval by others;
- correspondence received and sent relating to their work undertaken for Council.

Policy: Records Management for Councillors



Council is responsible for:

- creating and capturing records of Council or committee meetings where the Council is the secretary;
- capturing any State records it sends to Councillors regarding Council business.

3.2 Creation of records of a confidential nature

On some occasions Councillors are approached and asked to keep matters discussed relating to Council business confidential. This indicates that confidential conversations / correspondence must still be recorded and registered into Councils recordkeeping systems if they refer to Council business. There are policies and security controls in place to ensure these records have limited access (see Section 5 Security and Confidentiality of Records), but these records may still need to be produced under relevant legislation, eg subpoena, the Government Information (Public Access) Act 2009. With security controls in place records are likely to be less at risk than if they were not in recordkeeping systems.

3.3 How to create records

Council has a number of paper and electronic templates available for Councillors to create emails, letters and memos while conducting business for the Council. These will assist Councillors in ensuring that the essential information is recorded.

Details of significant advice, commitments etc made during telephone or verbal conversations or via SMS should be recorded using the Council's standard file note template (eg time, date, parties involved, summary of discussion, commitments, advice given etc and reasons for them). Notes in Councillors' diaries are generally not adequate where there are recordkeeping requirements, they should be converted into a formal file note. These records should be made as soon as possible after the event to ensure the information is accurate.

See Section 5 Security and Confidentiality of Records for information about the treatment of confidential matters.

3.4 How to capture records

Records of Council business that are created or received by Councillors (with the exception of those sent from Council as they are already captured) should be saved into official Council recordkeeping systems as soon as practicable so that Council can assist with their long term management.

Paper records

Records created or received in paper format should be forwarded to Council's records section. If records are of a sensitive or confidential nature, the Councillor should alert the General Manager to this fact so the appropriate security controls can be applied.

Policy: Records Management for Councillors**Email and electronic records**

Email and other electronic records should be forwarded to Council promptly for registration into Content Manager. If records are of a sensitive or confidential nature, the Councillor should alert the General Manager to this fact so the appropriate security controls can be applied.

Councillors' copies

If a Councillor retains copies of any records once the originals have been forwarded for registration, these should be retained only while needed for current Council business. The routine destruction of copies of records is permitted under the State Records Act 1998 (section 21(2)). See Section 10 Disposal for more information.

It is important to recognise that these copies should be treated like the originals with regard to security controls applied (see Section 9 Handling and Storage of Records).

4 REGISTRATION OF RECORDS BY COUNCIL**4.1 Registration procedures**

Records received from Councillors for registration will be handled in accordance with the Council's records management procedures.

- 4.2 Incoming mail for Councillors received at Council with no privacy markings will be opened by the records staff. Mail considered to be a State record will be registered into Council's recordkeeping system before being forwarded to the Councillor. Mail with privacy markings will be forwarded to the Councillor unopened. It is then the Councillor's responsibility to return any mail that is a State record and requires registering in the Council's main recordkeeping system.**

5 SECURITY AND CONFIDENTIALITY OF RECORDS**5.1 Building controls**

Council's paper records are kept securely with security controls to protect against unauthorised access.

5.2 System controls

The Council's records management software which controls both paper and electronic records restricts access according to security levels.

5.3 Rules for Council staff and Councillors

Council staff and Councillors are bound by Council's Code of Conduct, preventing unauthorised access or disclosure of Council records.

Policy: Records Management for Councillors**6 ACCESS TO RECORDS OF COUNCIL****6.1 Access relating to civic duties**

Councillors need to have access to information held by Council to help them make informed decisions on matters under their consideration. This information should be relevant and appropriate to the discharge of their obligations eg records relating to matters before Council or due to be listed for which there is notification.

As a first step, Councillors should request information through the General Manager.

Records can be made available for viewing during normal business hours. Records must be viewed in the presence of a records officer or a senior staff member.

6.2 Access relating to personal interest

Councillors wishing to access records in relation to a matter of personal interest have the same rights as other members of the public. Access may be obtained, for example, under:

- Government Information (Public Access) Act 2009
- Privacy and Personal Information Protection Act 1998
- Health Records and Information Privacy Act 2002
- State Records Act 1998

6.3 Refusal of access

Should a Councillor be refused access to records of Council, the Councillor will be provided with reason(s) and these reasons will be publicly available. Requests for review should be directed to the General Manager.

If a Councillor is refused access to records under any Act, they should refer to any appeal provisions of that Act.

6.4 Council archives should be viewed within Council offices during normal working hours. Photocopies of relevant pages can be made available to Councillors if restrictions on copying do not apply.**7 UNAUTHORISED ACCESS OR DISCLOSURE OF COUNCIL RECORDS**

The Local Government Act 1993 section 664(1) prohibits the disclosure of information obtained in connection with the administration or execution of the Act, except in certain specific circumstances. Councillors are also bound by the Councils Code of Conduct not to:

- attempt to access records they are not authorised to see;
- provide unauthorised access to other parties while Council records are in their care;
- disclose confidential information about Council business; or

Policy: Records Management for Councillors

- disclose personal information of employees, clients etc without the subject's consent.

These rules help to ensure that Council and its staff and clients are protected and that the requirements of relevant legislation, such as privacy legislation, are met.

8 HANDLING AND STORAGE OF RECORDS**8.1 Damage or neglect of records is an offence**

Damage or neglect of a State record is an offence under section 21 of the State Records Act. Councillors should apply the storage and handling rules below to ensure records are protected.

8.2 Handling of records

When handling Council records the following rules apply:

- registered documents are not to be rearranged or removed from Council files (the order provides context for the records) and information on files should never be altered;
- no food or drink is to be consumed near records (grease and food particles can attract vermin and liquids can damage records if spilt on them);
- strictly no smoking around records (due to airborne pollutants and the risk of fire);
- if records are damaged during handling, the records department should be informed. No attempts should be made to repair the record (as some repairs can do long term damage).

8.3 Storage of records

When storing Council records temporarily the following rules apply:

- records are to be kept away from known risks such as water, fire, mould, vermin, vandalism, chemicals, direct sunlight, extreme temperatures etc;
- electronic records should be protected against additional hazards such as viruses or electronic fields;
- records should be secured appropriately to their level of sensitivity. No Council records should be left in plain view in vehicles or lying around the house.

Councillors who are storing records of a sensitive or confidential nature should ensure that they are appropriately protected.

9 DISPOSAL OF RECORDS**9.1 Liaison with Council for disposal**

Councillors should liaise with the Council regarding the disposal of any records of Council business as Council is responsible for:

Policy: Records Management for Councillors



- ensuring legislative requirements are met;
- ensuring destruction is undertaken appropriately (eg that no sensitive information is released due to inappropriate destruction methods); and
- documenting disposal decisions for accountability purposes.

The Council's records management staff should be primarily responsible for the disposal of State records, unless other arrangements are approved.

9.2 Disposal in accordance with the State Records Act

State records held by Councillors must be disposed of in accordance with the State Records Act 1998.

State Records NSW has issued the General Retention and Disposal Authority – Local Government Records GA 39, which outlines classes of records and how long they should be kept before being legally destroyed or transferred to archives. Periods specified are based on relevant legislations, guidelines and standards. Failure to keep records for the length of time specified in the GA may put Councillors and Council at risk.

Other forms of authorised disposal include:

- by order of a court or tribunal;
- 'normal administrative practice' (NAP) where ephemera, duplicate or facilitative records can be destroyed. State Records NSW has produced Guidelines on Normal Administrative Practice (NAP) which provide further information on the application of NAP.

Responsibilities

Councillors

Councillors will comply with all aspects of this policy at all times.

General Manager

The General Manager will ensure this policy is reviewed annually.

Manager Information Services

The Manager Information Services will review this policy annually.

Records Staff

Council records staff will provide support to Councillors

References

- State Records – What have records got to do with me? - available at: <https://staterecords.nsw.gov.au/recordkeeping/what-have-records-got-do-me-nsw-agencies>

Policy: Records Management for Councillors



- State Records - Recordkeeping Fundamentals for Councillors - available at: <https://staterecords.nsw.gov.au/sites/default/files/Recordkeeping/Councillors%202018%20printable.pdf>
- State Records – Destruction of records - available at: <https://staterecords.nsw.gov.au/recordkeeping/guidance-and-resources/destruction-records#:~:text=If%20you%20destroy%20a%20record,.nsw.gov.au%20>.
- State Records - General retention and disposal authority: local government records (GA39) - available at: <https://arp.nsw.gov.au/ga-39-general-retention-and-disposal-authority-local-government-records/>
- NSW Ombudsman, *Good Conduct and Administrative Practice: Guidelines for state and local government*, 2003 - available at: https://www.ombo.nsw.gov.au/_data/assets/pdf_file/0009/125784/Good-conduct-and-administrative-practice-guidelines-for-state-and-local-government.pdf
- NSW Premier's Department, *Model Code of Conduct for Local Councils in NSW - 2020* - available at: <https://www.olg.nsw.gov.au/wp-content/uploads/2020/08/Model-Code-of-Conduct-2020.pdf>
- Australian Standard, AS ISO 15489-2002, *Records management*
- Australian Standard AS 5090-2003, *Work process analysis for recordkeeping*

Related Legislation

- State Records Act 1998 – including standards and retention and disposal authorities issued under the Act - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-1998-017>
- State Records Regulation 2015 - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/sl-2015-0505>
- Environmental Planning and Assessment Act 1979 - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-1979-203>
- Evidence Act 1995 - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-1995-025>
- Government Information (Public Access) Act 2009 - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-2009-053>
- Health Records and Information Privacy Act 2002 - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-2002-071>
- Local Government Act 1993 - available at: <https://legislation.nsw.gov.au/view/html/inforce/current/act-1993-030>
- Privacy and Personal Information Protection Act 1998 - available at: <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-1998-133>

Acknowledgement

Council acknowledges the use of State Records NSW Sample Records Management Policy and Procedures for Councillors which draws on policy/procedure documents of State Library NSW, State Records NSW, Armidale/Dumaresq Council, Shoalhaven City Council and City of Sydney Council.

Adopted Date:

Status: Draft

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Policy: Records Management for Councillors



Version History

Version No.	Date	CM Reference	Reason for Review
1	27/10/2015	INT-14497/15	Timed Review
2	15/11/2017	CD-61/21	Timed Review
3	DRAFT	CD-164/21	Timed review and change to new format.

Adopted Date:

Status: Draft

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Common Record Groups



Correspondence

Records that document communications between council employees, and between council employees and community members. E.g. emails and letters.



Core Business Docs

Records that document core business processes such as reports, briefing notes, plans, agendas, minutes, working papers, and more.



Financial Records

Documentation of financial activity, such as financial reports, budgets, estimates, receipts, contracts, tenders, invoices, statements, and more.



Events and Resources

Records of events your council hosts or attends may be required as a record. All content that your council produces, publishes, and/or circulates are State records.



Social Media

If your council (or you in an official capacity) has a presence on social media, all content and communication (including reactions to posts, comments, tweets, etc.), published/transmitted via these platforms are State records.

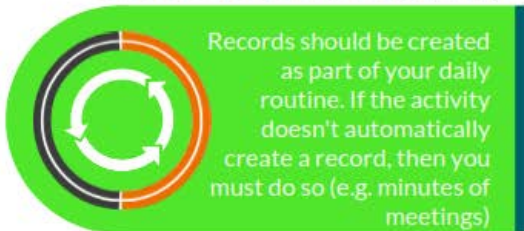


Your Responsibilities

The *State Records Act 1998* establishes a number of responsibilities for every council. While the Council's General Manager, Senior Responsible Officer, and records unit are responsible for meeting requirements of the Act, Councillors also have responsibilities as a public official.

They can be summarised into 6 key points.

Create Records Routinely



Use Official Systems



Know Your Policy



Prevent Unauthorised Access



Approved Destruction Only



Treat With Care



The **Councillor Handbook** contains further information on recordkeeping responsibilities.

Useful Extras



INFORMATION & RESOURCES

See our website for recordkeeping advice, guidance, and recordkeeping information.



TRAINING & EDUCATION

We run regular recordkeeping courses, but in the mean time see our online training modules.



NSW OMBUDSMAN

The *Good Conduct and Administrative Practice* (2017) publication, establishes detailed guidelines for proper recordkeeping practices.



FAQ

A fantastic resource for those new to recordkeeping. It provides answers on many subjects.

CONTACT US



Visit our website for additional advice and resources



Our Future Proof blog has more information on digital recordkeeping



For more advice get in touch via email
E: govrec@records.nsw.gov.au



Keep your finger on the pulse, follow us on social media

WWW.RECORDS.NSW.GOV.AU

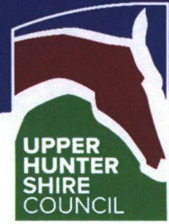


State Archives & Records

Issued March 2018



INFORMATION MANAGEMENT - POLICY – *Records Management for Councillors*



Policy

Councillors shall take care to create and capture full and accurate records of any significant business undertaken in the course of their official duties with Council.

Objective

To ensure that full and accurate records of the activities and decisions of Councillors, in the course of their official duties for Council, are created, managed and disposed of appropriately to meet Council's organisational needs and accountability requirements.

Procedures/Practice

Refer to INFORMATION MANAGEMENT – PROCEDURES – Records Management for Councillors.

References

- State Records NSW
- State Library of NSW
- Armidale/Dumaresq Council
- Shoalhaven City Council
- Council of the City of Sydney
- This policy was adopted by Council at its meeting on 28 August 2017 and replaces that of the same title dated 20 October 2015.

Review Date

October 2020, by the Records Officer.

Authorised by:


.....
Waid Crockett, General Manager

15/11/17
.....
Date

Records Management Procedure for Councillors

Contents

1. Purpose, Scope and Application of this Document
2. State Records
3. Records As A Resource
4. Create and Capture of Records
5. Registration of Records by Council
6. Security and Confidentiality of Records
7. Access to Records of Council
8. Borrowing Records of Council
9. Unauthorised Access or Disclosure of Council Records
10. Handling and Storage of Records
11. Disposal of Records
12. For More Information

Appendix A – Legislative Requirements for Recordkeeping

Appendix B – Best Practice Guidelines for Recordkeeping

Appendix C – Glossary of Terms

Appendix D – Web Addresses for publications referred to in this document

1 PURPOSE, SCOPE AND APPLICATION OF THIS DOCUMENT

1.1 Purpose of this Document

The purpose of this document is to ensure that full and accurate records of the activities and decisions of Councillors, in the course of their official duties for Council, are created, managed and disposed of appropriately to meet the Council's organisational needs and accountability requirements.

1.2 Scope of this Document

This document has been specifically developed to assist Councillors to meet their recordkeeping responsibilities.

1.3 Application of this Document

All Councillors must comply with this document in their conduct of official business for Council. Official business includes business relevant to the performance of the function and duties of the office of Councillor. This document applies to records in all formats, including electronic records.

2 STATE RECORDS

2.1 Some Councillors' records are State records

Public offices are bound by the *State Records Act 1998* which establishes rules for best practice for recordkeeping in NSW Government, encouraging transparency and accountability. Councils are identified as public offices under the Act (section 3(1)). When discharging functions of Council, Councillors are subject to the *State Records Act* when they create or receive 'State records'.

A State record is 'any record made and kept or received and kept, by any person in the course of the exercise of official functions in a public office, or for any purpose of a public office, or for the use of a public office' (section 3(1)).

2.2 Examples of State records

Examples of State records include (but are not limited to):

- Correspondence, including emails, regarding building and development matters.
- A petition received from a community group.
- Declarations concerning a Councillors' pecuniary interests.
- Speech notes made for addresses given at official Council events.
- Complaints, suggestions or enquiries by rate payers about Council services.

2.3 Examples of records that are not State Records

Conversely, records which are created, sent or received by Councillors when they are not discharging functions of Council are **not** considered to be State records for the purposes of the *State Records Act 1998*.

Examples of records that are not State records include (but are not limited to):

- Records relating to political or electoral issues eg lobbying for votes, supportive emails from members of the community regarding elections or political stance.
- Communications regarding matters of personal/general interest rather than Council interest eg information from environmental or other interest groups not specific to issues being considered by Councillors or Council.
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3 RECORDS AS A RESOURCE

Records are a vital asset to Council. Many records created and received by Councillors have the potential to:

- support the work of Councillors and Council's program delivery, management and administration;
- help Councillors and Council to deliver customer services in an efficient, fair and equitable manner;
- provide evidence of Councillors' actions and decisions and establish precedents for future decision making; and
- protect the rights and interests of the Council, Councillors and its clients and rate payers.

4 CREATION AND CAPTURE OF RECORDS

4.1 What records to create and capture

Councillors should create and capture full and accurate records of any significant business undertaken in the course of their official duties for Council. Significant business can include:

- providing advice, instructions or recommendations;
- drafts of documents for Council containing significant annotations or submitted for comment or approval by others;
- correspondence received and sent relating to their work undertaken for Council.

Council is responsible for:

- creating and capturing records of Council or committee meetings where the Council is the secretary;
- capturing any State records it sends to Councillors regarding Council business.

4.2 Creation of records of a confidential nature

On some occasions Councillors are approached and asked to keep matters discussed relating to Council business confidential. This indicates that confidential conversations / correspondence must still be recorded and registered into Councils recordkeeping systems if they refer to Council business. There are policies and security controls in place to ensure these records have limited access (see Section 6 Security and Confidentiality of Records), but these records may still need to be produced under relevant legislation, eg subpoena, the *Government Information (Public Access) Act 2009*. With security controls in place records are likely to be less at risk than if they were not in recordkeeping systems.

4.3 How to create records

Council has a number of paper and electronic templates available for Councillors to create emails, faxes, letters and memos while conducting business for the Council. These will assist Councillors in ensuring that the essential information is recorded.

Details of significant advice, commitments etc made during telephone or verbal conversations or via SMS should be recorded using the Council's standard file note template (eg time, date, parties involved, summary of discussion, commitments, advice given etc and reasons for them). Notes in Councillors' diaries are generally not adequate where there are recordkeeping requirements, they should be converted into a formal file note. These records should be made **as soon as possible** after the event to ensure the information is accurate.

See Section 6 Security and Confidentiality of Records for information about the treatment of confidential matters.

4.4 How to capture records

Records of Council business that are created or received by Councillors (with the exception of those sent from Council as they are already captured) should be saved into official Council recordkeeping systems as soon as practicable so that Council can assist with their long term management.

Paper records

Records created or received in paper format should be forwarded to Council's records section. If records are of a sensitive or confidential nature, the Councillor should alert the General Manager to this fact so the appropriate security controls can be applied.

Email and electronic records

Email and other electronic records should be forwarded to Council promptly for registration into TRIM. If records are of a sensitive or confidential nature, the Councillor should alert the General Manager to this fact so the appropriate security controls can be applied.

Councillors' copies

If a Councillor retains copies of any records once the originals have been forwarded for registration, these should be retained only while needed for current Council business. The routine destruction of copies of records is permitted under the *State Records Act 1998* (section 21(2)). See Section 11 Disposal for more information.

It is important to recognise that these copies should be treated like the originals with regard to security controls applied (see Section 10 Handling and Storage of Records).

5 REGISTRATION OF RECORDS BY COUNCIL

5.1 Registration procedures

Records received from Councillors for registration will be handled in accordance with the Council's records management procedures.

See Section 6 Security and Confidentiality of Records for information about security controls applied to sensitive records.

6 SECURITY AND CONFIDENTIALITY OF RECORDS

6.1 Building controls

Council's paper records are kept securely with security controls to protect against unauthorised access.

6.2 System controls

The Council's records management software which controls both paper and electronic records restricts access according to security levels.

6.3 Security labels

Sensitive records in all formats have labels such as 'Commercial in Confidence' along with their associated management rules, as defined by the NSW Government Chief Information Office's *Guide to labelling sensitive information*. [Note Councils are not bound by these rules but they can be considered best practice.]

6.4 Rules for Council staff and Councillors

Council staff and Councillors are bound by Council's *Code of Conduct*, preventing unauthorised access or disclosure of Council records.

See Section 10 Handling and Storage of Records for advice regarding Councillors' security responsibilities when storing records.

7 ACCESS TO RECORDS OF COUNCIL

7.1 Access relating to civic duties

Councillors need to have access to information held by Council to help them make informed decisions on matters under their consideration. This information should be relevant and appropriate to the discharge of their obligations eg records relating to matters before Council or due to be listed for which there is notification.

As a first step, Councillors should request information through the General Manager.

Records can be made available for viewing during normal business hours. Records must be viewed in the presence of a records officer or a senior staff member.

7.2 Access relating to personal interest

Councillors wishing to access records in relation to a matter of personal interest have the same rights as other members of the public. Access may be obtained, for example, under:

- Government Information (Public Access) Act 2009
- Privacy and Personal Information Protection Act 1998
- Health Records and Information Privacy Act 2002
- State Records Act 1998

7.3 Refusal of access

Should a Councillor be refused access to records of Council, the Councillor will be provided with reason(s) and these reasons will be publicly available. Requests for review should be directed to the Director Operations.

If a Councillor is refused access to records under any Act, they should refer to any appeal provisions of that Act.

7.4 More information on access

More information of gaining access to Council records can be obtained from Director Operations.

See also Section 9 Unauthorised Access or Disclosure of Council Records.

8 BORROWING RECORDS OF COUNCIL

8.1 Borrowing paper-based records

Under section 11(1) of the *State Records Act*, Councils are required to ensure the safe custody and proper preservation of records they are responsible for. If a Councillor needs to borrow a paper-based Council record in the course of their duties for Council, they should make a request through the General Manager.

Files can only be borrowed for a maximum period of two (2) days. They should then be promptly returned to Council storage for safety and to enable the files to be made available to other Councillors and Council staff.

8.2 Loss of records

Councillors are responsible for records marked out to them and should protect them accordingly. If a record is not able to be located, the Councillor is to advise the Records department as soon as possible.

8.3 Archives

Council policy regarding archives is that they are **not** to be borrowed. They should rather be viewed within Council offices during normal working hours or at Hunter Records Storage in the presence of a records officer. Photocopies of relevant pages can be made available to Councillors if restrictions on copying do not apply.

9 UNAUTHORISED ACCESS OR DISCLOSURE OF COUNCIL RECORDS

The *Local Government Act 1993* section 664(1) prohibits the disclosure of information obtained in connection with the administration or execution of the Act, except in certain specific circumstances. Councillors are also bound by the Councils Code of Conduct **not** to:

- attempt to access records they are not authorised to see;
- provide unauthorised access to other parties while Council records are in their care;
- disclose confidential information about Council business; or
- disclose personal information of employees, clients etc without the subject's consent.

These rules help to ensure that Council and its staff and clients are protected and that the requirements of relevant legislation, such as privacy legislation, are met.

10 HANDLING AND STORAGE OF RECORDS

10.1 Damage or neglect of records is an offence

Damage or neglect of a State record is an offence under section 21 of the *State Records Act*. Councillors should apply the storage and handling rules below to ensure records are protected.

10.2 Handling of records

When handling Council records the following rules apply:

- registered documents are not to be rearranged or removed from Council files (the order provides context for the records) and information on files should never be altered;
- no food or drink is to be consumed near records (grease and food particles can attract vermin and liquids can damage records if spilt on them);
- strictly no smoking around records (due to airborne pollutants and the risk of fire);
- if records are damaged during handling, the records department should be informed. No attempts should be made to repair the record (as some repairs can do long term damage).

10.3 Storage of records

When storing Council records temporarily the following rules apply:

- records are to be kept away from known risks such as water, fire, mould, vermin, vandalism, chemicals, direct sunlight, extreme temperatures etc;
- electronic records should be protected against additional hazards such as viruses or electronic fields;

- records should be secured appropriately to their level of sensitivity. No Council records should be left in plain view in vehicles or lying around the house.

Councillors who are storing records of a sensitive or confidential nature should ensure that they are appropriately protected.

11 DISPOSAL OF RECORDS

11.1 Disposal in accordance with the State Records Act

State records held by Councillors must be disposed of in accordance with the *State Records Act 1998*.

State Records NSW has issued the *General Retention and Disposal Authority – Local Government Records GA 39*, which outlines classes of records and how long they should be kept before being legally destroyed or transferred to archives. Periods specified are based on relevant legislations, guidelines and standards. Failure to keep records for the length of time specified in the GA may put Councillors and Council at risk.

Other forms of authorised disposal include:

- by order of a court or tribunal;
- 'normal administrative practice' (NAP) where ephemera, duplicate or facilitative records can be destroyed. State Records NSW has produced *Guidelines on Normal Administrative Practice (NAP)* which provide further information on the application of NAP.

11.2 Liaison with Council for disposal

Councillors should liaise with the Council regarding the disposal of any records of Council business as Council is responsible for:

- ensuring legislative requirements are met;
- ensuring destruction is undertaken appropriately (eg that no sensitive information is released due to inappropriate destruction methods); and
- documenting disposal decisions for accountability purposes.

The Council's records management staff should be primarily responsible for the disposal of State records, unless other arrangements are approved.

12 FOR MORE INFORMATION

For more information about the use of the procedures, contact records staff.

Acknowledgement

Council acknowledges the use of State Records NSW *Sample Records Management Policy and Procedures for Councillors* which draws on policy/procedure documents of State Library NSW, State Records NSW, Armidale/Dumaresq Council, Shoalhaven City Council and City of Sydney Council.

APPENDIX A LEGISLATIVE REQUIREMENTS FOR RECORDKEEPING

- Environmental Planning and Assessment Act 1979
<https://www.legislation.nsw.gov.au/~view/act/1979/203>
- Evidence Act 1995
<https://www.legislation.nsw.gov.au/#/view/act/1995/25/chap1/part1.1/sec1>
- Government Information (Public Access) Act 2009
<https://www.legislation.nsw.gov.au/~view/act/2009/52>
- Health Records and Information Privacy Act 2002
<https://www.legislation.nsw.gov.au/~view/act/2002/71>
- Local Government Act 1993
<https://www.legislation.nsw.gov.au/~view/act/1993/30>
- Privacy and Personal Information Protection Act 1998
<https://www.legislation.nsw.gov.au/~view/act/1998/133>
- State Records Act 1998 including standards and retention and disposal authorities issued under the Act
<https://www.legislation.nsw.gov.au/~view/act/1998/17>
- State Records Regulation 2005
<https://legislation.nsw.gov.au/~view/subordleg/2005/356>

Note: This list is not exhaustive. It is the responsibility of managers to examine legislation and government directions which govern their activities and ensure that records arising from these activities conform with recordkeeping requirements.

APPENDIX B BEST PRACTICE GUIDANCE FOR RECORDKEEPING

- Australian Standard AS ISO 15489-2002, Records management
- Australian Standard AS5090-2003, Work process analysis for recordkeeping
- NSW Ombudsman, Good Conduct and Administrative Practice: Guideline for state and local government 2003
<https://www.ombo.nsw.gov.au/news-and-publications/publications/guidelines/state-and-local-government/good-conduct-and-administrative-practice>
- NSW Premier's Department, Model Code of Conduct for NSW Government Agencies 1997
<https://www.boards.dpc.nsw.gov.au/publications-folder/psmomodelcode.pdf>

Can include internal documents such as code of conduct, records management policy and procedures, professional, ethical and quality standards etc that the Council follows and that includes requirements for recordkeeping.

APPENDIX C

This glossary has been compiled from the State Records Authority Glossary of Recordkeeping Terms. Sources of terms include Australian and international standards on records management.

Access Right, opportunity, means of finding, using or retrieving information. AS ISO 15489 Part 1 Clause 3.1

Appraisal The process of evaluating business activities to determine which records need to be captured and how long the records need to be kept, to meet business needs, the requirements of organisational accountability and community expectations. AS ISO Part 1 Clause 4.3

Archives Those records that are appraised as having continuing value. AS ISO 4390 Part 1 Clause 4.5.

Disposal A range of processes associated with implementing appraisal decisions. These include the retention, deletion or destruction of records in or from recordkeeping systems. They may also include the migration or transmission of records between recordkeeping systems, and the transfer of custody or ownership of records. AS ISO 4390 Part 1 Clause 4.9

Recordkeeping Making and maintaining complete, accurate and reliable evidence of business transactions in the form of recorded information. AS ISO 4390-1996 Part 1.4 19

Recordkeeping Systems Information systems which capture, maintain and provide access to records over time. AS ISO 4390-1996 Part 1 Clause 4.20

Records Information created, received and maintained as evidence and information by an organisation or person, in pursuance of legal obligations or in the transaction of business. AS ISO 15489 Part 1 Clause 3.15.

Any document or other source of information compiled, recorded or stored in written form or on film, or by electronic process, or in any other manner or by any other means. State Records Act 1998 (NSW)

Records Management Program A records management program encompasses the management framework, the people and the systems required within an organisation to manage full and accurate records over time. This includes the identification and protection of records with longer-term value that may be required as State archives.

Retention and Disposal Authority Documents authorised by the Board of State Records NSW that set out appropriate retention periods for classes of records.

State Archives A State Record that the State Records Authority of New South Wales has control of under the State Records Act 1998 (NSW).

APPENDIX D

WEB ADDRESSED FOR PUBLICATIONS REFERRED TO IN THIS DOCUMENT

See all Appendix A for links to legislation.

- Government Chief Information Office Guide to Labelling Sensitive Information 2001 available at:
<https://www.finance.nsw.gov.au/policy-document/guide-labelling-sensitive-information>
- State Records Destruction of Records available at:
<https://www.records.nsw.gov.au/recordkeeping/advice/retention-and-disposal/destruction-of-records>
- State Records General Retention and Disposal Authority Local Government Records GA 39 2011 available at:

<https://www.records.nsw.gov.au/recordkeeping/rules/gdas/ga39>

- State Records Guidelines on Normal Administrative Practice (NAP) 2005 available at:
<https://www.records.nsw.gov.au/recordkeeping/advice/retention-and-disposal/normal-administrative-practice>
- Independent Commission Against Corruption Lobbying Local Government Councillors 2006 available at:
<http://www.icac.nsw.gov.au/documents/preventing-corruption/tip-sheets/1286-lobbying-local-government-councillors/file>

Infrastructure Services

INFRASTRUCTURE REPORTS

I.01.1 ***WATER SERVICE CONNECTION TO WINGEN
SHOWGROUNDS***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Grahame Wilson - Manager Water & Sewer

PURPOSE

Inform the Council about a proposed water connection to the Wingen Showgrounds

RECOMMENDATION

That Council not financially contribute to connecting rural water to Wingen Showgrounds as there is no current funding source that can pay for this service.

BACKGROUND

At the Corporate Services Committee meeting, 20 October 2023, Cr Williamson requested if we could extend a water pipeline from the water tank in Vernon Street to the tanks in Wingen Showgrounds. Cr Williamson enquired whether the cost of the installation would be from other sources, possibly the Safe and Secure Water (SSW) grant.

REPORT/PROPOSAL

The showgrounds are located on a Crown Reserve and Council is not the trustee of this parcel of land. It is managed by a committee on behalf of the crown. Council officers conducted an investigation and identified that a pipeline from the Vernon Street tank back to the showgrounds was not the best solution. The lowest cost solution was to install a connection to the water main (Scone to Murrurundi pipeline) adjacent to the showgrounds and supply rural water similar to all users along the pipeline.

Under normal circumstances, the conditions that apply to this request will fall under the Council policy "Water Supply – Rural Water Connections to rising and Trunk Mains" that is currently in effect. This policy has been implemented to connect water services to properties in the villages of Blandford, Wingen and Parkville.

Under the policy, several items are required to be agreed including:

1. Signed agreement from the owner/operator accepting the "non-potable Rural Water"
2. Service agreement lasts 3 years and future water supply not guaranteed.
3. Initial connection will attract a head works charge of \$4118.73
4. Water supplied into a 5000L tank with air gap to protect the pipeline water quality integrity.
5. Pressure and flow will change throughout the day as pumping is intermittent.
6. Water supply is for domestic purposes and watering of stock.
7. Council accepts no liability for providing adequacy as a fire fighting supply.

A quote was prepared by the UHSC water team including the cost of the connection (estimated at \$4500) and the head works charges (\$4118.73) as per the policy totalling to an amount of \$8618.73. The quote also covered the following:

- Tap the main in Vernon Street adjacent to the property boundary
- Provide a supply inside the property with meter

Infrastructure Services

Wingen Showgrounds Committee has lodged a water connection request with Council with the expectation that Council will pay for this connection. If the request was fully funded, it is likely that it would already be connected. There will be further costs to the water supply and water consumption charges in the showgrounds, which is expected to be in the vicinity of \$3,000 per annum on average. Further, there will also be future repairs and asset management costs of this infrastructure.

This report is to seek Council's decision on who will be responsible to pay for the installation cost and the ongoing charges. The SSW program that funded the Scone to Murrurundi Pipeline project was completed prior to this request and there is no other identified funding source to facilitate this work. While Council has funds in the water reserve, the purpose of these funds is not to support non Council operations.

The following options are available for Council's consideration

1. Do nothing – no water connection supplied to Wingen Showgrounds.
2. Connect the water – Showgrounds to pay installation, and all future usage and repair charges (preferred option)
3. Connect the water – UHSC water utility customers to fund installation, Showgrounds to pay for all future usage and repair charges.
4. Connect the water – UHSC water utility customers to fund installation, and all future usage and repair charges.

OPTIONS

1. Approve the report and recommendation
2. Consider alternative options

CONSULTATION

There was community consultation with the villages of Parkville, Wingen and Blandford previously (in the last 12 to 24 months) regarding any private water connection works required from the Scone to Murrurundi project and there was no request made by the Showgrounds Committee for a private connection during that time. No other consultation has been undertaken.

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Quality Infrastructure

Maintaining and developing our infrastructure network to meet the ongoing needs of our population.

- 4.3 Provide safe and reliable water and sewerage services to meet the demands of current and future generations.

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

- 5.2 Council is focused on innovation and continuous improvement to ensure a high quality of service which is aligned with business needs and community priorities.

Infrastructure Services

b. Delivery Program

- Supply and maintenance of reticulated potable and rural water supplies

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

The process of installation is expected to follow the Council policy “Water Supply – Rural Water Connections to rising and Trunk Mains” adopted on 30 August 2021 and currently in effect.

b. Financial Implications

- Nil if no connection is to be made.
- Greater than \$8,618.73 if UHSC is to pay for the connection and ongoing costs.

c. Legislative Implications

Nil

d. Risk Implications

Rural water carries a higher risk to users due to the uncertainty of water quality (sanitation maintaining 0.2 ppm chlorine). This will be non-potable water and does not satisfy Australian Drinking Water Guidelines. In this case, the water can be provided across a large site and it will be under the control of the Wingen Showgrounds Committee.

e. Sustainability Implications

Nil

f. Other Implications

Nil

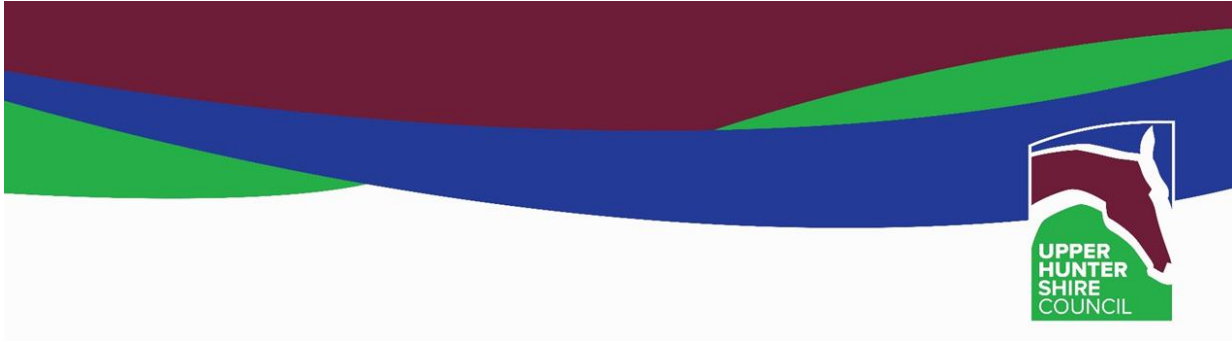
CONCLUSION

Water in the UHSC area is provided on a user pay system. Grant funds are not available. The connection of Wingen Showgrounds is expected to follow all the same principles as every other user in the system as defined in the “Water Supply – Rural Water Connections to rising and Trunk Mains” Policy.

Usage of other funds will result in Council subsidising non Council operations.

ATTACHMENTS

- [1](#) Policy - Water Supply - Rural Property Connections to Rising and Trunk Mains - Adopted by Council 30/08/2021



POLICY

WATER SUPPLY – Rural Property Connections to Rising and Trunk Mains

Date adopted by Council	30 August 2021
Minute number	H.08.1
Endorsed by	Senior Management Group
CM Ref	CD-134/21
Due for review	August 2024
Related documents	Asset Management Plans
Responsible officer	Manager Water and Sewer
Department/Section	Infrastructure Services / Water and Sewer
Category	Water Supply
Community Strategic Plan goal	Goal 6 Increase, enhance and maintain civil infrastructure, community assets and open spaces to meet the needs of current and future generations.
	CS26 Provide safe and reliable water and sewerage services to meet the demands of current and future generations.

Policy: WATER SUPPLY – Rural Property Connections to Rising and Trunk Mains



Policy Statement

Council is committed to providing affordable access to reliable water supplies to as many people as practicable in the Upper Hunter Shire.

Objective

The objective of this policy is to:

1. Provide clear direction to which properties are able, or not able, to connect to water supply rising and trunk mains within the Upper Hunter Shire Council.
2. Provide appropriate controls and conditions for water connections to protect the intended water quality and supply performances.
3. Establish appropriate and consistent fees and charges for water connections to rising or trunk mains.

Scope

This policy applies to technical/professional staff involved in planning, development, property and land matters where connections of rural properties to bulk water supply infrastructure is applicable.

Definitions

Rural property	Property that is location outside of existing town water supply areas.
Reticulation	The network of pipes and water storages that supplies town water.
Bulk Water Supply	The infrastructure used to transfer water from the source (e.g. dam or river) to a water treatment site, storage or reticulated network.
Rising Main	A water main that is used to transfer a pumped water supply, typically part of bulk water supply infrastructure.
Trunk Main	A large water main that is used to transfer water under gravity – i.e. from a water storage to a reticulated network.

Policy Details

1. This policy is only applicable to properties that are located adjacent to a Council trunk water main or rising main, or properties that have a Council trunk water main or rising main running through them. This policy does not apply to properties within an identified reticulation zone or adjacent to a water main that forms part of a water reticulation network. For the purposes of this policy, any property located outside of a reticulation zone will be referred to as a 'Rural Property'.
2. All Rural Property connections to a Council operated water supply shall be subject to the acceptance of a Water Service Agreement, signed by the owner, on application to the Council.

Policy: WATER SUPPLY – Rural Property Connections to Rising and Trunk Mains



3. All Water Service Agreements for connection to a rising or trunk main will expire three (3) years from the date of acceptance of the agreement. Upon expiration, renewal of the Water Service Agreement will be required to be undertaken by application if the consumer wishes to continue with water supply. This renewal process will not have a fee.
4. Water Service Agreements may include restrictions regarding intended water use; for example using the water to fill a dam or undertake commercial irrigation activities would not be permissible.
5. Council reserve the right to cease water supply to a Rural Property immediately if the property is determined by Council to be in breach of any of the conditions of the Agreement, or the connection is otherwise determined to be an unacceptable risk to the security of the water supply.
6. Rural Properties able to connect to rising or trunk mains will not ordinarily be water rated under Section 124, Local Government Act (NSW) 1993. However, initial connection will require payment of 50% of the applicable Headworks Charge and properties will be water rated during the period of connection. Requests to disconnect water supply to an existing property from a rising or trunk main will mean the property will no longer attract an annual water rating following disconnection.
7. The cost of providing a new water connection to a Rural Property will also incur a private works charge and 20mm water meter connection fee, similar to any other domestic water connection.
8. Disconnection from the water supply will incur a disconnection fee whether disconnection has occurred at the request of the property owner, or due to a breach of the conditions of the Water Service Agreement.
9. In the event of a property having been disconnected, any subsequent reconnection applications will result in the property being required to pay all appropriate fees applicable at the time to facilitate water connection. In the event of the reconnection request occurring after two (2) years of disconnection, 50% of the applicable Headworks Charge at the time shall be payable in addition to connection fees and charges.
10. All water connections shall be metered with the meter located within the first 1m of the property along the road frontage that contains the water main, or within 1m of the location of the water main within the property. Water connections will only occur if a property is adjacent to the location of the water main or the water main runs through the property itself. No water service will be allowed by gaining access through another property to the main, nor by running a service under TfNSW managed roads or rail corridors.
11. Only one metered connection per property will be allowed. Individual Water Service Agreements will be required for each water connection.
12. The water meter shall be protected by the property owner (e.g. from activities such as cattle grazing, crop production or freezing), but shall always remain readily accessible for the purpose of meter reading by Council Officers and agents. Specific protection requirements will be noted within the Water Service Agreement.

Policy: WATER SUPPLY – Rural Property Connections to Rising and Trunk Mains



13. On-site storage with a minimum capacity of 5,000 litres must be provided by the property owner. Council cannot guarantee continuous supply of water with trunk or rising mains. The pipeline will not be pumping continuously or may be out of service for maintenance. Therefore, a storage tank is required.
14. Council cannot guarantee that there will be sufficient pressure to supply water to an elevated storage tank, it is the responsibility of the property owner to place the storage tank in a suitable location.
15. The water supplied by trunk or rising mains may not meet the quality requirements of the Australian Drinking Water Guidelines, particularly regards to chlorine residual. For this reason, Council cannot guarantee that the water provided to Rural Properties is safe for human consumption without suitable onsite treatment prior to drinking.
16. The connection between the metering point and the storage tank is the responsibility of the property owner, as is the maintenance of this service line. A minimum air gap of 100mm must be maintained between the tank filling inlet and tank overflow. There shall be no other supply points connected to the service line (such as taps, water troughs, etc.) prior to the storage tank. Discovery of such supply points may result in immediate disconnection of the service from the water supply.
17. If required, Council may install a pressure-reducing valve or flow control device on Council's side of the meter. Maintenance and replacement of this device will be the responsibility of the Council. Where these devices are required, initial installation costs will be payable by the property owner. Should it be determined that these devices are required subsequent to the initial connection, installation will still be payable by the property owner.
18. Water supply will only be available for domestic purposes and/or the watering of livestock.
19. Council accepts no responsibility for providing adequate firefighting water supply. It is the responsibility of the property owner to ensure they are meeting all relevant guidelines and/or requirements for fire protection/compliance. The Council water supply may be used to keep any reserve storages for emergency use full, but cannot be relied upon during emergencies.

Responsibilities

Councillors

Councillors will review and adopt the policy

Senior Management Group

The Senior Management Group will support this policy and ensure their relevant areas are implementing it consistently.

All Managers

All Managers will support this policy and ensure it is implemented when applicable to their area.

Policy: WATER SUPPLY – Rural Property Connections to Rising and Trunk Mains



All Coordinators and Supervisors

All Coordinators and Supervisors will support this policy and ensure it is implemented when applicable to their area.

All Staff

Relevant Council officers will have responsibility to ensure the policy is implemented and all procedures are adhered to.

References and Related Legislation

- Private works orders
- Australian and New Zealand Standards 3500
- Australian Drinking Water Guidelines
- The UHSC Engineering subdivision guidelines

Version History

Version No.	Date	Reason for Review
1	CD-115/21	
2	CD-134/21	Timed review
3		

Infrastructure Services

I.01.2 **TENDER 06/2023 SUPPLY OF SERVICES - ADDITIONAL SUPPLIERS**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Gavin McKenzie - Project Manager

PURPOSE

The purpose of this report is to recommend an additional supplier for inclusion in Tender 06/2023 for the supply of services.

RECOMMENDATION

That Council accept one additional contractor (ADW Johnson Pty Ltd) for the supply of services (Tender 06/2023) for the period from 1 February 2024 to 30 August 2024.

BACKGROUND

Previous Council reports

This report follows:

- Council Report 29 August 2022 CR.08.05 where Council approved 111 contractors for the supply of services during the period from 29 August 2022 to 30 August 2024,
- Council Report 19 December 2022 CR.12.3 where Council approved an additional 2 contractors to this list,
- Council Report 29 May 2023 CR.05.1 where Council approved an additional 3 contractors to this list, and
- Council Report 31 July 2023 CR.07.2 where Council approved an additional 3 contractors to this list.

Background to the process

Tenders were invited for the supply of services to allow companies to supply its good or service through a competitive and transparent procurement process.

The Tenders are a formal offer to supply specified services and a statement of the price that the tendering company will charge.

From the Tender process UHSC has a list of preferred suppliers.

UHSC warrants or gives no guarantees as to the amount or frequency of orders any listed Service Provider may receive during the contract period.

UHSC is not bound to hire exclusively from the Service Provider listed on the list. UHSC may in its absolute discretion hire from any other Service Provider.

REPORT/PROPOSAL

UHSC has received one additional offer from suppliers seeking to join the preferred supplier list. The skills of Civil Engineering Design and Surveying are in high demand. This contractor has provided professional works at competitive rates for Council in the past.

Infrastructure Services

Tender Scope

The Tendered scope includes:

- Period of contract
- Pricing
- Insurance
- Work Health and Safety Management

The additional supplier and the services they supply are:

Company	Services Offered
ADW JOHNSON PTY LTD	Civil Engineering Surveying Registered Land Surveying

Assessment

A Council officer has assessed these offers as providing reasonable 'market rates' and value to Council.

Engagement

When Council engage a supplier, Council will check that the supplier meets the criteria outlined in the Tender and that all relevant documentation submitted is compliant and current before any supply of service commences. Council will monitor and manage this continuously throughout the life of the Tender 06/2023.

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Quality Infrastructure

Maintaining and developing our infrastructure network to meet the ongoing needs of our population.

- 4.3 Provide safe and reliable water and sewerage services to meet the demands of current and future generations.
- 4.2 Provide inviting public spaces that are clean, green, properly maintained, well designed, encourage active participation, family friendly and accessible to all.
- 4.4 Upgrade and maintain the road network and bridges.
- 4.5 Advocate and improve access to communication services.
- 4.1 Provide for replacement, improvement and additional Community and open space infrastructure through investment, best practice and risk management.

Quality Infrastructure

Maintaining and developing our infrastructure network to meet the ongoing needs of our population.

- 4.4 Upgrade and maintain the road network and bridges.

Infrastructure Services

Protected Environment

Ensuring the ongoing protection of our environment and natural resources.

- 2.1 Advocate for, facilitate and support programs that protect and sustain our diverse environment for future generations.
- 2.2 Encourage and support community participation to care for our environment.
- 2.5 Provide efficient and effective advisory, assessment and regulatory services focused on being customer 'friendly', responsive and environmentally responsible.
- 2.6 Plan, facilitate and provide for a changing population for current and future generations.

Connected Community

Developing and deepening connections of people to each other and their community.

- 1.2 Work collaboratively to address social disadvantage.
- 1.4 Enhance partnerships to maintain a safe community.
- 1.5 Advocate for, support and provide services and facilities for the community.

Thriving Economy

Strengthening our vibrant industries and economy while seizing emerging opportunities.

- 3.1 Broaden and promote the range of business and industry sectors.
- 3.2 Encourage retail and commercial business to increase local employment opportunities.
- 3.3 Provide attractive and functional town centres and support revitalisation of the towns and villages including investment in built heritage and improvement of existing buildings.
- 3.5 Promote the Upper Hunter's unique brand identity.
- 4.1 Provide for replacement, improvement and additional Community and open space infrastructure through investment, best practice and risk management.
- 4.2 Provide inviting public spaces that are clean, green, properly maintained, well designed, encourage active participation, family friendly and accessible to all.
- 4.3 Provide safe and reliable water and sewerage services to meet the demands of current and future generations.

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

- 5.1 Effectively and efficiently management the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.
- 5.2 Council is focused on innovation and continuous improvement to ensure a high quality of service which is aligned with business needs and community priorities.
- 5.5 Community is effectively engaged, can provide opinion and contribute to decisions that plan for the present and future of the Upper Hunter Shire.
- 5.7 Effective management of risk underpins all Council decisions, service delivery and behaviours.
- 5.10 Encourage and build strong partnerships between the Community, business and all levels of government to support implementation of the CSP 2032 and to deliver the Community priorities.
- 5.11 To participate and encourage regional coordination and planning between councils and other organisations.

b. Delivery Program

The report addresses the following objectives for works up to 30 June 2023 as described in the 2022/23 and 23/24 DPOP:

Infrastructure Services

- Increase effectiveness of preventative maintenance work as part of maintenance management works practices
- Asset information, construction, survey and design service
- Community engagement
- Service improvement
- Timely, efficient and accurate payment of suppliers and staff
- Hardware and software applications that meets the needs of the organisation
- Effective mapping and information management systems
- Management of the Infrastructure Services activities of Council
- Effective financial control in relation to the Maintenance and Capital Works Programs set out in Council's Delivery Program and Operational Plan
- The development and management of major capital projects
- Joint purchasing and contract functions with Hunter councils and other prescribed entities whenever possible and where applicable
- Purchasing and contracts to ensure most cost effective results are obtained
- Facilitate and support programs that protect and sustain our environment
- Support and encourage Community participation in the protection of the environment
- Encouragement for the sustainable economic development in the Upper Hunter Shire
- Infrastructure design and construction for developers, business, individuals and other government departments
- Road/driveway maintenance and construction activities

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

This Tender has been prepared under the requirements of Council's Procurement Policy, Local Government Act 1993 Tendering Provisions and the Local Government (General) Regulations 2005.

b. Financial Implications

The Tenders aim to obtain services at a value for money price. Prices Tendered are for a two (2) year period of contract. Prices are fixed for this period.

c. Legislative Implications

The Tenders meet the requirements of:

- Local Government Act 1993 Tendering Provisions.
- Local Government (General) Regulation 2005

d. Risk Implications

The Tender requirements call for Tenderers to detail:

- Insurances
- Work Health & Safety Management
- Quality Assurance



Infrastructure Services

e. Other Implications

Nil

CONCLUSION

The one additional tender submitted provides useful and competitive services at reasonable prices. There is benefit in this supplier being added to the preferred suppliers list.

ATTACHMENTS

Nil.

General Manager's Unit

QUESTIONS WITH NOTICE

QWN.01.1

RESPONSES TO COUNCILLOR QUESTIONS

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

RECOMMENDATION

For notation only.

BACKGROUND

At the ordinary meeting of Council on 18 December 2023 the following question was asked and taken on notice:

Cr Flaherty requested further information on the decision to initially form a contractual agreement with Mojo Power, including the records of due diligence that were done prior to their engagement, the additional budget cost to Council from the time Mojo notified Council that they can no longer provide electricity to us until the time we enter into this new agreement which does seem much better, and the relative cost comparison between the Mojo decision and the second preference provided at the time.

Response: The General Manager took the question on notice and advised that if significant resources are needed to provide the requested information he would report this to Council for consideration.

An update is provided to Councillors in the confidential agenda as it summarises commercial information from previous confidential reports under Sections 10A(2)(c) & (d)(ii) of the Local Government Act.

ATTACHMENTS

There are no enclosures for this report



General Manager's Unit

CONFIDENTIAL REPORTS

CR.01.1 ***TENDER 01/2024 AGRN987 FLOODWORKS DESIGN AND CONSTRUCTION PACKAGE - TENDER RECOMMENDATION***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Rag Upadhyaya - Director Infrastructure Services

This matter is considered to be confidential under Section 10A(2) (d i) of the Local Government Act, as it deals with commercial information of a confidential nature that would, if disclosed (i) prejudice the commercial position of the person who supplied it.

PURPOSE

The purpose of this report is to outline the process that has been followed for the evaluation of Tender No. 01/2024 for the AGRN 987 Flood Recovery Works Design & Construction Package and to make a recommendation to award the tender to the preferred contractor. It should be noted that this is a fully funded grant from Transport for New South Wales (TfNSW).



General Manager's Unit

CR.01.2

RESPONSE TO CR FLAHERTY'S PREVIOUS QUESTION

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

This matter is considered to be confidential under Section 10A(2) (d ii) of the Local Government Act, as it deals with commercial information of a confidential nature that would, if disclosed (ii) confer a commercial advantage on a competitor of the Council.
