
Council Meeting Agenda

29 April 2024 at 5.00pm



To All Councillors

You are hereby notified that the next meeting of the Upper Hunter Shire Council will be held on Monday, 29 April 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
6. PUBLIC PARTICIPATION
7. CONFIRMATION OF MINUTES
 - Ordinary Council Meeting held on 25 March 2024
8. DISCLOSURES OF INTEREST

TABLE OF CONTENTS

STANDING COMMITTEE REPORTS	14
SCR.04.1 INFRASTRUCTURE SERVICES COMMITTEE.....	14
SCR.04.2 CORPORATE SERVICES COMMITTEE.....	20
COMMITTEE/DELEGATES REPORTS	27
C.04.1 AUDIT, RISK AND IMPROVEMENT COMMITTEE.....	27
FINANCE REPORTS	33
F.04.1 DRAFT DELIVERY PROGRAM 2021/2022 - 2024/2025 AND OPERATIONAL PLAN 2024/2025.	33
GENERAL ADMINISTRATION REPORTS	37
G.04.1 DISCLOSURES OF PECUNIARY INTEREST AND OTHER MATTERS.....	37
G.04.2 GOULBURN RIVER SOLAR FARM PROJECT - DRAFT PLANNING AGREEMENT.....	40
G.04.3 COUNTRY MAYORS ASSOCIATION MEMBERSHIP	71
G.04.4 HUNTER JOINT ORGANISATION BOARD - REGIONAL MOTIONS FOR ALGA 2024 NATIONAL GENERAL ASSEMBLY	74
G.04.5 INQUIRIES INTO COUNCIL FUNDING AND FINANCIAL SUSTAINABILITY.....	79
G.04.6 NEWCASTLE CITY COUNCIL - MEMORANDUM OF UNDERSTANDING.....	87
POLICY MATTERS.....	98
H.04.1 POLICIES FOR REVIEW.....	98
INFRASTRUCTURE REPORTS.....	129
I.04.1 MURRURUNDI WATER STRATEGY.....	129
NOTICES OF MOTION	151
NM.04.1 NOTICE OF MOTION - FUNDING FOR RENEWABLE ENERGY ASSESSMENTS	151
CONFIDENTIAL REPORTS	152
CR.04.1 REPLACEMENT OF SHOP AWNING - 20 BRANKSOME STREET, CASSILIS.....	152
CR.04.2 COMMERCIAL BUSINESS PROPOSAL.....	153
CR.04.3 ACQUISITION OF LAND FOR COMMUNITY RECREATION PURPOSES	154

MINUTES OF THE ORDINARY MEETING OF UPPER HUNTER SHIRE COUNCIL HELD ON MONDAY 25 MARCH 2024 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 Allison McPhee, Cr Lee Watts and Cr Adam Williamson.

Cr Belinda McKenzie attended via video link.

IN ATTENDANCE:

Mr Greg McDonald (General Manager), Mr Matthew Clarkson (Acting 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:

24/035

RESOLVED

That Council accept the application received from Cr Belinda McKenzie to attend the meeting via video link.

Moved: Cr T Clout Seconded: Cr B McKenzie CARRIED UNANIMOUSLY

APOLOGIES / APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS:

24/036

RESOLVED

That Council:

- 1. accept the apology received from Cr Elizabeth Flaherty;**
- 2. accept the application for leave of absence from Cr Maurice Collison from 23 April 2024 for at least one month.**

Moved: Cr R Campbell Seconded: Cr A McPhee CARRIED UNANIMOUSLY

PUBLIC PARTICIPATION:

Nil

CONFIRMATION OF MINUTES:

24/037

RESOLVED that the minutes of the ordinary Council meeting held on 26 February 2024 be adopted.

Moved: Cr T Clout Seconded: Cr L Watts CARRIED UNANIMOUSLY

DISCLOSURES OF INTEREST:

CR.03.4 General Manager's Performance Review

Mr Greg McDonald, General Manager, declared a pecuniary interest / significant conflict for the reason that the item discusses his performance review and contract. Mr McDonald advised that he and the other staff would leave the meeting during discussion of the matter.

MAYORAL MINUTES

A.03.1 ***RECOGNITION OF LENGTH OF SERVICE - MICHAEL COOPER AND CHERYL SHIELDS***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

24/038

RESOLVED

That Council recognise:

1. **Michael Cooper for his 30 years' service to Council; and,**
2. **Cheryl Shields for her 20 years' service to Council.**

Moved: Cr M Collison CARRIED UNANIMOUSLY

STANDING COMMITTEE REPORTS

SCR.03.1 ***ENVIRONMENTAL & COMMUNITY SERVICES COMMITTEE***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Mathew Pringle - Director Environmental & Community Services

24/039

RESOLVED

That Council:

1. **adopt the minutes of the Environmental & Community Services Committee meeting held on 12 March 2024 (attachment 1).**
2. **ECSC.03.1 –**
 - a. **place the Upper Hunter Region Employment Lands Strategy on public exhibition for a period of 28 days.**
 - b. **adopt the Strategy if no submissions are received.**

Moved: Cr L Watts Seconded: Cr A McPhee CARRIED UNANIMOUSLY

SCR.03.2 ***INFRASTRUCTURE SERVICES COMMITTEE***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Anna Brennan - Infrastructure Support Officer

24/040

RESOLVED

That Council adopt the minutes of the Infrastructure Services Committee meeting held on Tuesday, 12 March 2024.

Moved: Cr R Campbell Seconded: Cr T Clout CARRIED UNANIMOUSLY

SCR.03.3 **CORPORATE SERVICES COMMITTEE**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

24/041

RESOLVED

That Council adopt the:

1. minutes of the Corporate Services Committee meeting held on 15 March 2024; and
2. proposed budget variations as provided in attachment 2 to the report.

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

COMMITTEE/DELEGATES REPORTS

C.03.1 **COMMUNITY ADVISORY COMMITTEE - MERRIWA DISTRICT**

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Amanda Catzikiris - Manager Community Services

24/042

RESOLVED

That Council:

1. endorse the minutes of the Community Advisory Committee – Merriwa District meeting held on 20 February 2024 with the amendment that Cr Williamson was present at the meeting;
2. accept the quote for \$10,000 for the wheel stops in Bettington Street to be funded from the Merriwa town beautification project budget;
3. allocate up to \$15,000 from the Merriwa town beautification project budget to cover the shortfall on the Vennacher St lighting project;
4. use funds of up to \$2,000 from the Merriwa town beautification project budget to cover the shortfall on the tree costs in Bettington Street, Merriwa;
5. approve project management costs of up to 10% of total project value for the Merriwa town beautification project;
6. investigate options to fund the fence repair / replacement at Merriwa Sportsground;
7. move the capital works budget allocation in the 2023/24 Operational Plan for renovation of the showground arena, to the 2024/25 Operational Plan to allow additional time for these works.

Moved: Cr T Clout Seconded: Cr A Williamson CARRIED UNANIMOUSLY

C.03.2 **UPPER HUNTER COUNTRY TOURISM ASSOCIATION**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

24/043

RESOLVED

That Council note the minutes of the Upper Hunter Country Tourism Board meeting held on 20 February 2024.

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

C.03.3 ***MERRIWA AGED HOSTEL COMMITTEE***

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Amanda Catzikiris - Manager Community Services

24/044

RESOLVED

That Council;

1. adopt the minutes of the Merriwa Aged Hostel Committee meeting and Annual General Meeting held on 14 February 2024.
2. investigate strategies to implement a roster that includes two people on night shift as essential care staff.
3. maintain 100% external restriction for the value that equates to the total value of residential accommodation deposits (post 1 July 2014) to ensure that funds are available to repay the deposits in full as and when they fall due.
4. note that the level of the amounts held will form part of Council's investments and are in accordance with the controls and restrictions placed on Council's overall investments held.

Moved: Cr R Campbell Seconded: Cr T Clout CARRIED UNANIMOUSLY

C.03.4 ***COMMUNITY ADVISORY COMMITTEES - NOMINATIONS FOR MEMBERSHIP***

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Amanda Catzikiris - Manager Community Services

24/045

RESOLVED

That Council:

1. move into Closed Council to appoint Community members to Council's committees;
2. notify all nominees of the outcome;
3. continue with Aberdeen Community Advisory Committee and disband Scone Community Advisory Committee until the next Council term.

Moved: Cr A McPhee Seconded: Cr A Williamson CARRIED UNANIMOUSLY

C.03.5 ***COMMUNITY ADVISORY COMMITTEE - MURRURUNDI DISTRICT***

RESPONSIBLE OFFICER: Mathew Pringle - Director Environmental & Community Services

AUTHOR: Amanda Catzikiris - Manager Community Services

24/046

RESOLVED

That Council:

1. adopt the minutes of the Community Advisory Committee – Murrurundi District meeting held on 7 March 2024 with the amendment that Cr Williamson was in attendance not present at the meeting as he is not a member of the Committee;
2. endorse the design plans for the proposed Murrurundi Youth and Community Centre with the inclusion of a window in the office space.

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

FINANCE REPORTS

F.03.1 ***SIGNING OF THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2023***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

24/047

RESOLVED

That Council:

1. re-affirm the signing of the Council's General Purpose Financial Statements and Special Purpose Financial Statements.
2. approve the forwarding of the signed Council Annual Financial Statements to the Audit Office to complete their Independent Audit Opinion on the conduct of the audit.

Moved: Cr A Williamson Seconded: Cr T Clout CARRIED UNANIMOUSLY

GENERAL ADMINISTRATION REPORTS

G.03.1 ***2024 NATIONAL GENERAL ASSEMBLY - MOTIONS FOR SUBMISSION***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

24/048

RESOLVED

That Council:

1. nominate Crs Burns and McPhee to attend the 2024 National General Assembly to be held in Canberra from 2 to 4 July 2024;
2. submit the following motions for debate at the 2024 National General Assembly:
 - 1) a) That ALGA continue to lobby for increased assistance grants provided to councils;
 - b) That when ALGA is successful in gaining greater grant amounts for Councils, that it lobbies the Grants Commission to apply the method of distribution towards an increased amount to rural councils who have historically received less from the Grants Commission's present distribution formula;
 - c) That ALGA also lobby for the increase in funding from Transport authorities for those councils that have the responsibility of local Airports to be in line with the funding for road funding as they are both essential to the transport of goods and services for the regional and rural areas of Australia and provide economic drivers for the country.
- 2) That ALGA lobbies the Federal Government to create welfare reform around jobseeker recipient requirements to include 20 hours of work per week for the Local Government Area of the recipient. The areas of work that the people would serve can include grounds keeping, road maintenance and any other areas where the Local Government Area requires assistance that requires no qualifications.

Moved: Cr J Burns Seconded: Cr R Campbell CARRIED UNANIMOUSLY

G.03.2 ***LGNSW RURAL AND REGIONAL SUMMIT***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

24/049

RESOLVED

That Council approve the request received from Cr James Burns to attend the Local Government NSW Rural & Regional Summit to be held in Sydney on Thursday, 9 May 2024.

Moved: Cr A Williamson Seconded: Cr T Clout CARRIED UNANIMOUSLY

G.03.3 ***AGL MACQUARIE COMMUNITY DIALOGUE GROUP***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

24/050

RESOLVED

That Council nominate Cr Williamson to represent Council on the AGL Macquarie Community Dialogue Group.

Moved: Cr A Williamson Seconded: Cr A McPhee CARRIED UNANIMOUSLY

G.03.4 ***2024 ANZAC DAY SERVICES***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

24/051

RESOLVED

That Council nominate representatives to attend the Anzac Day services and ceremonies throughout the Shire.

Moved: Cr R Campbell Seconded: Cr A McPhee CARRIED UNANIMOUSLY

G.03.5 ***OPERATION OF AUDIT, RISK AND IMPROVEMENT COMMITTEE***

RESPONSIBLE OFFICER: Wayne Phelps - Manager Finance

AUTHOR: Ian Roberts - Governance & Risk Advisor

24/052

RESOLVED

That Council

- 1. note that the Committee determined that both the Terms of Reference for the Audit, Risk and Improvement Committee and the Internal Audit Charter is effective from the date of the ARIC meeting, 18 March 2024 and as such, Cr Allison McPhee will assume the role of Council's non-voting member on its Audit, Risk and Improvement Committee; and**
- 2. adopt the amendments to the Audit, Risk and Improvement Committee's:**
 - a. Internal Audit Charter as shown as "track changes" provided in attachment 1; and**
 - b. Terms of Reference as shown as "track changes" provided in attachment 2.**

Moved: Cr A McPhee Seconded: Cr T Clout CARRIED UNANIMOUSLY

G.03.6 **SCONE CBD REVITALISATION - MOVIE STAR ATTRACTION**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Allan Greer - Project Manager

24/053

RESOLVED

That Council recommends the Civic Theatre to create the Movie Star Attraction inside the foyer of the renovated Civic Theatre.

Moved: Cr A McPhee Seconded: Cr L Watts CARRIED UNANIMOUSLY

G.03.7 **SCONE CBD REVITALISATION - 133 KELLY STREET MANNING LANE SIGN**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Allan Greer - Project Manager

24/054

RESOLVED

That Council approve the proposed artwork for the Manning Lane sign.

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

POLICY MATTERS

H.03.1 **POLICIES FOR REVIEW**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Boland - Governance & Executive Support Officer

24/055

RESOLVED

That Council adopt the following policies:

- 1. Stock Grazing & Movement on Council Roads;**
- 2. Collection of Firewood from Council Road Reserves and Council Owned Land.**

Moved: Cr A Williamson Seconded: Cr A McPhee CARRIED UNANIMOUSLY

INFRASTRUCTURE REPORTS

I.03.1 **JEFFERSON PARK MASTERPLAN**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Jayarajah Jeyakanthan - Executive Manager Works Delivery

24/056

RESOLVED

That Council

- 1. endorse the Jefferson Park Masterplan concept;**
- 2. exhibit the Jefferson Park Masterplan concept to the public for 28 days to receive community feedback.**

Moved: Cr L Watts Seconded: Cr A McPhee CARRIED UNANIMOUSLY

I.03.2

WATER SERVICE CONNECTION TO WINGEN SHOWGROUNDS

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Grahame Wilson - Manager Water & Sewer

24/057

RESOLVED

That Council donate, through the S356 Donations, the headworks charge and offer Abbotsford Trust rural connection to the Murrurundi pipeline as per the Fees and Charges.

Moved: Cr A Williamson Seconded: Cr R Campbell CARRIED UNANIMOUSLY

CLOSED COUNCIL

24/058

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 J Burns Seconded: Cr A Williamson CARRIED UNANIMOUSLY

CONFIDENTIAL REPORTS

CR.03.1

TENDER 9/2024 - SCONE SEWER TREATMENT PLANT SLUDGE REMOVAL - TENDER EVALUATION

RESPONSIBLE OFFICER: Grahame Wilson - Manager Water & Sewer

AUTHOR: Julian Bailey - Project Manager

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.

24/059

RESOLVED

That Council:

- 1. decline to accept any of the tenders for Tender No. 09/2024 as per Clause 178 (1)(b) of Part 7: Division 4 of the Local Government (General) Regulation 2005 for Scone Sewer Treatment Plant (STP) Sludge Removal as all tenders were significantly higher than the project budget;**
- 2. not call for fresh tenders as the market has been fully explored;**
- 3. enter into negotiations with suitable providers.**

Moved: Cr J Burns Seconded: Cr R Campbell CARRIED UNANIMOUSLY

CR.03.2

COUNCIL MAJOR SITES ELECTRICITY POWER PURCHASING AGREEMENT

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.

24/060

RESOLVED

That Council:

1. delegate the authority to execute the contract for the supply of electricity for large market sites and streetlighting to the General Manager subject to a successful tendering process by the Hunter Joint Organisation;
2. limit the value of the delegated authority to a maximum of \$700,000;
3. contribute a minimum of 30 percent of Council's electricity load to a renewable Power Purchase Agreement; and
4. advise Hunter Joint Organisation of Council's decision to delegate authority to execute the contract.

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

CR.03.3

TENDER NO. 07/2024 - MURULLA STREET CAUSEWAY UPGRADE - TENDER EVALUATION

RESPONSIBLE OFFICER: Jeff Bush - Manager Strategic Assets

AUTHOR: Chris Agosto - Project Manager

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.

24/061

RESOLVED

That Council:

1. accept Tender No. 07/2024 from Conex Group Pty Ltd for the Murulla Street Causeway Upgrade for a total lump sum of \$371,566.80 inclusive of GST;
2. provide delegated authority to the General Manager to approve variations to the contract to the value of 20% above the lump sum without Council approval; and
3. provide delegated authority to the General Manager to conduct all relevant functions under the contract.

Moved: Cr L Watts

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

CR.03.4**GENERAL MANAGER'S PERFORMANCE REVIEW****RESPONSIBLE OFFICER:** Maurice Collison - Mayor**AUTHOR:** Robyn Cox - Executive Assistant

This matter is considered to be confidential under Section 10A(2) (a) of the Local Government Act, as it deals with personnel matters concerning particular individuals.

DISCLOSURE OF INTEREST

Mr Greg McDonald declared a pecuniary interest / significant conflict for the reason that the item discusses his performance review and contract. Mr McDonald and all other staff left the meeting during discussion of the matter.

24/062

RESOLVED**That Council:**

1. **note the General Manager Performance Review Panel report noting the General Manager is performing at "Exceeds Expectation".**
2. **offer a new 5 year contract to the General Manager in accordance with clause 5.2 of the present General Manager's contract to commence at the completion of the present contract.**

Moved: Cr J Burns

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

RETURN TO OPEN MEETING

24/063

RESOLVED That the meeting move back into Open Council.

Moved: Cr T Clout

Seconded: Cr J Burns

CARRIED UNANIMOUSLY

Upon resuming Open Council the General Manager provided a summary of three resolutions and the Mayor provided a summary of the resolution for CR.03.4 passed in Closed Council.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6.09PM.

Infrastructure Services

STANDING COMMITTEE REPORTS

SCR.04.1 **INFRASTRUCTURE SERVICES COMMITTEE**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Anna Brennan - Infrastructure Support Officer

RECOMMENDATION

That Council:

1. adopt the minutes of the Infrastructure Services Committee meeting held on Tuesday, 9 April 2024;
2. endorse the recommended treatment to cover the amenities block and signage to be placed under the mural at 133 Kelly Street, Scone; and,
3. contribute \$15,000 over two (2) years to support the Scone Memorial Pool infrastructure upgrade works.

BACKGROUND

The Infrastructure Services Committee is a standing committee of Council that considers reports, advice and recommendations on matters related to all the functions of Infrastructure Services and provides policy and direction, along with updates on the planned program for roads, bridges, water and sewerage work, parks and buildings. The Committee subsequently makes recommendations to Council in relation to such matters.

A meeting of the Infrastructure Services Committee was held on Tuesday, 9 April 2024. A copy of the minutes is attached.

REPORT/PROPOSAL

The Infrastructure Services Committee considered reports on the following items:

ISC.04.1 **WORKS PROGRAM - INFRASTRUCTURE SERVICES - WATER AND SEWER**

The KPIs for Water and Sewer are on track.

Major Capital Works underway in the water and sewer section include:

- Scone Water Treatment Plan (Joint with Muswellbrook Shire Council)
- Scone Sewage Treatment Plant (STP)
- Sewer Relining Program
- Water Main Renewal Work
- Integrated Water Cycle Management Plan
- Village Water Supply – Parkville/Wingen/Blandford
- Scone to Murrurundi Pipeline – Easements
- Aberdeen Golf Course
- Glenbawn Dam Pipework Discharge
- Murrurundi Dam
- Miscellaneous Repair Works

ISC.04.2 **WORKS PROGRAM - INFRASTRUCTURE SERVICES – WORKS DELIVERY**

The KPIs were reported to the Committee, two KPIs are on-track and one KPI is slightly off track due to the catching up of works after the Christmas shutdown period.

Infrastructure Services

ISC.04.3 STRATEGIC AND CAPITAL WORKS UPDATE

Strategic and Capital Works Delivery Update was reported.

ISC.04.4 MR358 WILLOW TREE ROAD UPGRADE

An update was provided on the MR358 Willow Tree Road project.

Progress in the last month includes

- Complete assessment of Management Plan submissions.
- Procurement of Gabion cages complete.
- Procurement of shotcrete, soil anchors, soil nails and rock fall mesh complete.
- Commencement of Section 2, 3 & 4 catch drain excavation.
- Section 3 & 4 uphill batter excavation commenced.

Upcoming activities

- Continue cross drainage works.
- Continue material processing of rock ballast fill to reduce the amount of gabion import (currently 63,000 tonne).
- Continue uphill batter wall excavation works.
- Stockpile management.

ISC.04.5 LOCAL ROADS INITIAL SEAL - PROJECT UPDATE

An update was provided on the three major roads projects:

- Moonan Brook Road
- Hunter Road
- Barrington Tops Forest Road

ISC.04.6 SCONE CBD REVITALISATION PROJECT

An update was provided on the current status of the project, what work has recently been completed and the work that is forecast for the next month, plus the revised forecast for the end of the project timelines.

ISC.04.7 SCONE CBD REVITALISATION – 133 KELLY STREET AMENITIES BLOCK

The committee endorsed the following treatments:

- Cover the front and two ends in recycled iron sheets sourced from Merriwa Showground and Council's Waste Management Facilities
Note: the iron sheets won't have enough length therefore, will have joints and clean sheets will be selected (i.e. no graffiti)
- Omit iron cladding from the rear (northern wall) due to plumbing restrictions and paint with Haymes Heritage Colour, Dark Admiralty Grey
- Paint the amenities doors Haymes Heritage Colour Athens Grey and the trim Dark Admiralty Grey which will enhance the contrast between door and surround
- Leave the roof/gutter as is.
- A separate storyboard manufactured from perforated metal, with a coloured background to be installed underneath the mural.

Infrastructure Services

ISC.04.8 *SCONE MEMORIAL POOL*

The NSW Government Infrastructure Grants provided \$134,940 out of the total estimated project cost of \$178,940. There is a shortfall of \$44,000 to complete the work. Scone Swimming Club and Community Aquatics aims to cover \$29,000 and have requested Council to contribute \$15,000 to cover the shortfall.

ISC.04.9 *RESPONSES TO PREVIOUS QUESTIONS*

At each Infrastructure Services Committee meeting, the Councillors ask questions relating to items included on the agenda. Some questions require further investigation, actions to be made and a report is provided back to the Committee at the next meeting.

ATTACHMENTS

- [1](#) Infrastructure Services Committee Meeting- Minutes 9 April 2024

**MINUTES OF THE INFRASTRUCTURE SERVICES COMMITTEE OF UPPER HUNTER SHIRE
COUNCIL HELD ON TUESDAY 9 APRIL 2024 IN THE COUNCIL CHAMBERS COMMENCING AT
12.30PM**

PRESENT:

Cr Tayah Clout (Chair), Cr Maurice Collison and Cr Allison McPhee.

IN ATTENDANCE:

Mr Greg McDonald (General Manager), Mr Rag Upadhyaya (Director Infrastructure Services), Mr Jay Jeyakanthan (Executive Manager Works Delivery), Mr Grahame Wilson (Manager Water & Sewer), Mr Allan Greer (Project Manager), Mr Chris Agosto (Project Manager), Mrs Anna Brennan (Infrastructure Support Officer) and Ms Karen Boland (Governance & Executive Support Officer).

In the absence of the chair, the Mayor nominated Cr Clout to chair the meeting.

RESOLVED

That Cr Clout chair the meeting.

Moved: Cr M Collison Seconded: Cr A McPhee CARRIED UNANIMOUSLY

APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK:

Nil

APOLOGIES:

RESOLVED

That the apology from Councillor Ron Campbell be accepted.

Moved: Cr M Collison Seconded: Cr A McPhee CARRIED UNANIMOUSLY

DECLARATIONS OF INTEREST:

Nil

PUBLIC PARTICIPATION:

ISC.04.7 Scone CBD Revitalisation - 133 Kelly Street Amenities Block
Jacqui Bakewell

INFRASTRUCTURE SERVICES REPORTS

**ISC.04.1 *WORKS PROGRAM - INFRASTRUCTURE SERVICES - WATER
AND SEWER***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Grahame Wilson - Manager Water & Sewer

RESOLVED

That the Committee:

- 1. receive the report and note the information; and**
- 2. endorse the Joint Water Treatment Plant Business Case table in attachment 1.**

Moved: Cr A McPhee Seconded: Cr M Collison CARRIED UNANIMOUSLY

ISC.04.2 ***WORKS PROGRAM - INFRASTRUCTURE SERVICES - WORKS DELIVERY***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Jayarajah Jeyakanthan - Executive Manager Works Delivery

RESOLVED

That the Committee receive the report and note the information.

Moved: Cr A McPhee Seconded: Cr M Collison CARRIED UNANIMOUSLY

ISC.04.3 ***STRATEGIC AND CAPITAL WORKS UPDATE***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Jayarajah Jeyakanthan - Executive Manager Works Delivery

RESOLVED

That the Committee receive the report and note the information.

Moved: Cr A McPhee Seconded: Cr M Collison CARRIED UNANIMOUSLY

RESOLVED that that standing orders be suspended to deal with Item ISC.04.7

Moved: Cr M Collison Seconded: Cr A McPhee CARRIED UNANIMOUSLY

ISC.04.7 ***SCONE CBD REVITALISATION - 133 KELLY STREET AMENITIES BLOCK***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Allan Greer - Project Manager

RESOLVED

That the Committee endorse the recommended treatment to cover the amenities block and signage to be placed under the mural.

Moved: Cr A McPhee Seconded: Cr M Collison CARRIED UNANIMOUSLY

Standing order was resumed.

ISC.04.4 ***MR358 WILLOW TREE ROAD UPGRADE***

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Jeff Bush - Manager Strategic Assets

RESOLVED

That the Committee receive the report and note the information.

Moved: Cr M Collison Seconded: Cr A McPhee CARRIED UNANIMOUSLY

ISC.04.5 **LOCAL ROADS INITIAL SEAL - PROJECT UPDATE**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Chris Agosto - Project Manager

RESOLVED

That the Committee receive the report and note the information.

Moved: Cr A McPhee Seconded: Cr M Collison CARRIED UNANIMOUSLY

ISC.04.6 **SCONE CBD REVITALISATION PROJECT**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Allan Greer - Project Manager

RESOLVED

That the Committee receive the report and note the information.

Moved: Cr M Collison Seconded: Cr A McPhee CARRIED UNANIMOUSLY

ISC.04.8 **SCONE MEMORIAL POOL**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Jayarajah Jeyakanthan - Executive Manager Works Delivery

RESOLVED

That the committee recommend Council to contribute \$15,000 over 2 years to support the Scone Memorial Pool infrastructure upgrade works.

Moved: Cr M Collison Seconded: Cr A McPhee CARRIED UNANIMOUSLY

ISC.04.9 **RESPONSES TO PREVIOUS QUESTIONS**

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Anna Brennan - Infrastructure Support Officer

RESOLVED

That the Committee receive the report and note the information.

BEING NO FURTHER BUSINESS THE MEETING WAS DECLARED CLOSED AT 1.02PM

Corporate Services

SCR.04.2

CORPORATE SERVICES COMMITTEE

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

RECOMMENDATION

That Council adopt the:

1. minutes of the Corporate Services Committee meeting held on 19 April 2024; and
2. proposed budget variations as provided in attachment 2 to the report.

BACKGROUND

The Corporate Services Committee meets prior to each monthly Council meeting to consider strategic and operational matters of business.

REPORT/PROPOSAL

A meeting of the Corporate Services Committee was held on Friday, 19 April 2024. A copy of the minutes of the meeting is attached. The following reports were considered:

CORP.04.1 Quarterly Financial Summary & Investment Report

A monthly Financial Summary including details and levels of investments was provided for the Committee's information together with a statement from the Responsible Accounting Officer (RAO) advising that the projected financial position as at 30 June 2024 was satisfactory.

The Financial Summary Reports provide an overview of Council's operations shown in a high-level position in both fund and function. The summary reports incorporate details of requested and approved variations.

The Capital Expenditure Report presented included a full list of projects with any proposed variations. An overview of the associated reasons for the requests will be provided, such as Council delay, contractor delay or pending grant funding.

The Cash and Investment Report provides a bank reconciliation of cash and details of Council's investments and rates of return. These rates of returns can be compared to the average benchmark BBSW 90-day cash rate provided at the base of the investment table.

The RAO's Statement includes a statement of compliance of investments in accordance with regulatory requirements and Council's policies, a statement on the reconciliation of cash with bank statements as well as a statement of satisfaction with Council's financial position, or remedial action to be taken (Clause 203(2)) of the Local Government (General) Regulations 2005.

The Loan Schedule provides an overview of Council's borrowing facilities and current outstanding balances at the reporting date.

The Key Performance Indicators (KPIs) summary provides an overview on the delivery of services and organisation measures as adopted in the Delivery Program and Operation Plan. These indicators are gauged against the actual performance of each business service activity and are measured using a traffic light monitor with commentary provided by managers and/or budget holders.

Corporate Services

CORP.04.2 Operational Report

The budget review provides a detailed overview of the actuals to budget for the year to date, together with proposed variations and previously approved variations to the original budget. The effect on the originally adopted budget for these proposed and approved variations is shown in the revised end of year budget position for both the fund and service activity. Commentary is provided by managers and/or budget holders to inform details or reasons of why variances between actuals to budget exist or why proposed variations have been requested.

CORP.04.3 Contractors & Expenses Report

The Contractors Listing provides details of any contracts Council has entered into for the period which exceed the value of \$50,000 in accordance with Office of Local Government requirements. The Consultants, Legal and other Expenses Report will show expenditure year to date for consultancies and legal services.

CORP.04.4 Property Update

The purpose of this report is to give an update on various property matters within Council.

CORP.04.5 Airport Management Committee

This report provides an update of items discussed at the last Airport Management Committee meeting held on 27 March 2024. Items included current projects, financial and performance management. The minutes of the Airport Management Committee meeting were adopted by the Corporate Services Committee.

CORP.04.6 Requests for Donations

This report provides an update of donation requests to Council received from local community groups and the outcomes to the requests made by the General Manager in accordance with Council's Policy, *Grants and Subsidies – Programs – Section 356 General Donations*.

CORP.03.4 Responses to Previous Questions

At each Corporate Services Committee meeting, the Councillors ask questions relating to items included on the agenda. Some questions require further investigation, actions to be made and a report is provided back to the Committee at the next meeting.

ATTACHMENTS

- 1 [↓](#) Draft - Corporate Services Committee - 19 April 2024 - Minutes
- 2 [↓](#) Finance Budget Variation Requests - March 2024

CORP.04.2 OPERATIONAL REPORT

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

RESOLVED

That the Committee:

- 1. note the comments on the budget review by the managers/budget holders; and**
- 2. adopt the requested variations as detailed in the budget review.**

Moved: B McKenzie Seconded: A Williamson CARRIED UNANIMOUSLY

COUNCILLOR QUESTIONS

Cr Williamson enquired whether the results from the new energy/greenhouse tracking data information would be publicly available?

Response: The Director Environmental & Community Services took the question on notice.

Cr McKenzie enquired about the attendance records for Warbirds Over Scone 2024 event in comparison to the previous event held in 2022. Cr McKenzie also enquired as to the level of expenditure that was paid to Paul Bennet Airshows to deliver each event.

Response: The Finance Manager advised that final costing are to be received with a number of clarifications to be resolved before the final figures will be available.

Cr Williamson enquired what the proposed delivery schedule timeline was for the Vennacher Street pedestrian crossing lighting project.

Response: The Finance Manager took the question on notice.

CORP.04.3 CONTRACTORS & EXPENSES REPORT

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

RESOLVED

That the Committee:

- 1. note the Contractor's Listing for the period; and**
- 2. note the Consultancy and Legal Expenses report for the period.**

Moved: B McKenzie Seconded: A Williamson CARRIED UNANIMOUSLY

CORP.04.4 PROPERTY UPDATE

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Lee - Senior Administration Officer - Business Services

RESOLVED

That the Committee note the report and actions undertaken to date on the property strategy.

Moved: B McKenzie Seconded: A Williamson CARRIED UNANIMOUSLY

CORP.04.5 AIRPORT MANAGEMENT COMMITTEE

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Lee - Senior Administration Officer - Business Services

RESOLVED

That Council adopt the minutes of the Airport Management Committee meeting held on 27 March 2024.

Moved: A Williamson Seconded: B McKenzie CARRIED UNANIMOUSLY

CORP.04.6

REQUESTS FOR DONATIONS

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

RESOLVED

That the Committee receive the report and note the donations provided to:

- 1. Murrurundi and District Sheep Dog Workers Association; and**
- 2. Merriwa Polocrosse Club.**

Moved: B McKenzie Seconded: A Williamson CARRIED UNANIMOUSLY

CORP.04.7

RESPONSES TO PREVIOUS QUESTIONS

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Boland - Governance & Executive Support Officer

RESOLVED

That the Committee note the report.

Moved: B McKenzie Seconded: A Williamson CARRIED UNANIMOUSLY

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 10.31AM.

**CORPORATE SERVICES COMMITTEE
BUDGET VARIATION REQUEST
FOR THE MONTH ENDED 31 MARCH 2024**

Budget Service Area	Account Type	Account Description	VARIATION REQUEST		Details of Variation Request
			DR \$	CR \$	
GENERAL FUND					
Communciations	Operating Expenditure	General Expenses	25,000		"Open Cities" software designed for Council's websites
Communciations	Operating Expenditure	Administration Overheads		28,000	Increase of Admin Overheads for additional costs
Communciations	Capital Expenditure	Designer Specific Computer	3,000		Acquire design spec computer for high level comms graphics
Human Resources	Operating Revenue	Grants		62,500	Additional trainee and apprentice subsidies
Human Resources	Operating Revenue	Other Income	5,500		Lower WHS incentive received for 2023/2024 year
Human Resources	Operating Expenditure	Trainee Costs		28,000	Positions vacant for part of the year
Human Resources	Operating Expenditure	WHS & Safety RTW		16,000	Lower than expected costs for the year
Human Resources	Operating Expenditure	General Expenses	28,000		New employee performance management system
Human Resources	Operating Expenditure	Employee Survey	20,500		Employee survey engaged - not budgeted for
Human Resources	Operating Expenditure	HR Projects	72,500		Consultant assisting with staff succession planning in Council
Human Resources	Operating Expenditure	Administration Overheads		20,000	Increase of Admin Overheads for additional costs
Information Services	Operating Expenditure	Administration Overheads		45,000	Increase of Admin Overheads for additional costs
Information Services	Capital Expenditure	Metrix Asset Software	45,000		New Asset database software required to meet auditing requirements
Sustainability	Operating Expenditure	General Expenses	22,000		Participation in Regional Councils PPA buyers group plus new emissions tracking software
Sustainability	Non-Operating Expenditure	Renewable Projects RA		22,000	Tfr from Renewable projects RA
Community Services	Operating Expenditure	Administration Costs		7,750	Transfer savings to Tidy Towns event costs
Community Services	Operating Expenditure	Clean up Australia		2,250	Transfer savings to Tidy Towns event costs
Community Services	Operating Expenditure	Scone Tidy Towns	10,000		Cost to hold the 2023/2024 Tidy Towns event after winning in 2022/2023 year
Gummun Place Aged Care	Operating Revenue	Grants		20,000	Received funding to provide medicine dispursement equipment at the facility
Gummun Place Aged Care	Capital Expenditure	Medicine Dispursement equipment	20,000		Additional funding received for medicine equipment
Early Learning Centre	Operating Revenue	Grants		82,500	Additional funding received for Start Strong programs
Early Learning Centre	Operating Revenue	Childcare Subsidies		250,000	Increase in Childcare subsidies with improved utilisation at the facility
Early Learning Centre	Non-Operating Revenue	ELC RA	138,000		Improved operations result transferred to RA
Early Learning Centre	Operating Expenditure	Administration Costs	110,000		Increase in wages to meet improved utilisation at the facility
Early Learning Centre	Operating Expenditure	Fund Raising Costs	2,000		Additional fund raising costs incurred
Early Learning Centre	Non-Operating Expenditure	ELC Start Strong RA	82,500		Start Strong program funding received
Family Day Care	Operating Revenue	Grants		22,900	New funding for FDC business marketing
Family Day Care	Operating Expenditure	FDC Business Marketing project	22,900		FDC business marketing project designed to make service self sufficient
Youth Services	Non-Operating Revenue	Youth Services EIPP RA		50,000	Carry-over funds from 2022/2023 EIPP program
Youth Services	Operating Expenditure	EIPP Carry-over	50,000		Carry-over funds from 2022/2023 EIPP program
General Purpose Revenue	Operating Revenue	Grants		93,000	FAGS funding top-up
General Purpose Revenue	Operating Expenditure	Administration Overheads	93,000		Funding of Admin Overheads for additional corporate costs
WATER SUPPLY					
	NIL				

**CORPORATE SERVICES COMMITTEE
BUDGET VARIATION REQUEST
FOR THE MONTH ENDED 31 MARCH 2024**

Budget Service Area	Account Type	Account Description	VARIATION REQUEST		Details of Variation Request
			DR \$	CR \$	
SEWERAGE SERVICES					
	NIL				
		Total Variations	749,900	749,900	
		Net Variation to Operating Result		-	
Abbreviation notes					
RA = Restricted Assets					
FAGS = Financial Assistance Grants					
EIPP = Early Intervention Program					
WHS & RTW = Work Health Safety & Return to Work					

Corporate Services

COMMITTEE/DELEGATES REPORTS

C.04.1 *AUDIT, RISK AND IMPROVEMENT COMMITTEE*

RESPONSIBLE OFFICER: Wayne Phelps - Manager Finance

AUTHOR: Ian Roberts - Governance & Risk Advisor

RECOMMENDATION

That Council endorse the minutes of the Audit, Risk and Improvement Committee meeting held on Monday 18 March 2024.

BACKGROUND

As provided by the Terms of Reference for Council's audit, Risk and Improvement Committee, the committee meets at least 4 times per year.

REPORT/PROPOSAL

This report provides advice to Council about matters considered at the meeting of the Audit, Risk and Improvement Committee held on 18 March 2024.

ATTACHMENTS

- 1 [↓](#) Audit, Risk & Improvement Committee - 18 March 2024 - Minutes

**MINUTES OF THE AUDIT, RISK & IMPROVEMENT COMMITTEE
MEETING - MONDAY 18 MARCH 2024 - 9.00am**



PRESENT:	Paul Quealey Mitchell Morley Paul Heaton Cr Belinda McKenzie	Independent Chair Independent Member Independent Member Councillor Representative
IN ATTENDANCE:	Greg McDonald Wayne Phelps Ian Roberts Alex Hardy Cassie Malone	General Manager Finance Manager Governance & Risk Advisor Prosperity <ul style="list-style-type: none"> General Business – 2022/23 Audit & Financial Statements) Audit Office of New South Wales <ul style="list-style-type: none"> General Business – 2022/23 Audit & Financial Statements)

1. APOLOGIES

Apologies for the meeting were received from Cr Allison McPhee and Cr Adam Williamson.

2. DISCLOSURE OF INTEREST

Nil

3. PREVIOUS MINUTES**RESOLVED**

That the minutes of the Audit, Risk & Improvement Committee Meeting held on 23 January 2024, as circulated, be taken as read and confirmed as a correct record.

Moved: M Morley

Seconded: P Heaton

CARRIED UNANIMOUSLY

4. BUSINESS ARISING FROM PREVIOUS MINUTES

The Chairman drew the Committee's attention to the Terms of Reference for the Council's Audit Risk and Improvement Committee and indicated that as this had been adopted, there was no reason why the Committee could not commence operating under its provisions immediately. He did say that if we proceeded on this basis, this would mean that Cr McPhee would thence become a non-voting member immediately and also that Crs McKenzie and Williamson could no longer automatically attend meetings. He raised this with Cr McKenzie who had no objections. He also advised Cr McKenzie that he would be happy if she wished to remain at this meeting in the capacity of an observer.

RESOLVED:

That the Terms of Reference for Council's Audit, Risk and Improvement Committee come into effect immediately, that is, from 18 March 2024.

Moved: P Quealey

Seconded: M Morley

CARRIED UNANIMOUSLY

This is Page 1 of 5 of Minutes of the Audit, Risk & Improvement Committee meeting of the Upper Hunter Shire Council held on Monday 18 March 2024.

5. AGENDA ITEMS**ARIC.03.1 Summary of outstanding actions - ARIC****PURPOSE**

To provide the Committee with a summary of outstanding actions arising from resolutions of the Audit, Risk and Improvement Committee.

RESOLVED:

That the Committee receive and note the summary of outstanding actions provided in Attachment 1.

Moved: P Heaton

Seconded: M Morley

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE:

The Chairman indicated that he would circulate his Chairman's Report.

That:

1. Staff circulate the cashflow report prior to the next meeting and recommence including this as a standing item on the agenda.
2. Notwithstanding that Forsyths are on the preferred suppliers list, staff need to be calling quotes to ensure value for money rather than simply appointing them as Council's external auditors.

ARIC.03.2 Summary of outstanding actions - Internal Audit**PURPOSE**

To provide the Committee with an update regarding the implementation of actions arising from Internal Audits under the current Strategic Internal Audit Plan.

RESOLVED:

That the Committee receive and note the summary of outstanding actions provided in Attachment 1.

Moved: P Quealey

Seconded: P Heaton

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE: Nil

ARIC.03.3 Summary of the Audit Office of NSW Management Letter Outstanding Issues**PURPOSE**

To provide the Committee with a summary of outstanding External Audit Management Letter recommendations.

RESOLVED:

That the Committee receive and note the report on the summary of the External Audit Management letter issues outstanding and recommendations.

Moved: P Quealey

Seconded: P Heaton

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE: Nil

This is Page 2 of 5 of Minutes of the Audit, Risk & Improvement Committee meeting of the Upper Hunter Shire Council held on Monday 18 March 2024.

ARIC.03.4 ARIC Calendar**PURPOSE**

The purpose of this report is to provide advice on the status of those unique tasks for the Audit, Risk and Improvement Committee for the Quarter 3 (March) meeting.

RESOLVED:

That the Audit, Risk & Improvement Committee note the present position in relation to those unique tasks for the Committee for the Quarter 3 (March) meeting.

Moved: P Heaton

Seconded: P Quealey

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE:

It is noted that the Chairman will be reviewing the ARIC Calendar for the next meeting.

Staff to include comments that demonstrate actual checks and assurances on each item and look at arranging Code of Conduct refresher training for all staff.

ARIC.03.5 Major Projects - Update**PURPOSE**

To provide the Committee with an update of Council's Major Projects.

The General Manager addressed the Committee in relation to Council's major projects, commenting that staff had to present a listing of its major projects to the recent OLG investigation into MR358.

RESOLVED:

That the Committee receive and note the report.

Moved: P Heaton

Seconded: P Quealey

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE:

Staff to investigate the overspend on Warlands Bridge No.1 noting that overall the bridge program was underbudget and the funding body allowed adjustments between projects to ensure the overall project remained within budget

ARIC.03.6 Reportable Incidents**PURPOSE**

To provide advice to the Audit Risk & Improvement Committee on reportable incidents.

RESOLVED:

That the reportable incidents which occurred during the period ended February 2024 be received and noted.

Moved: P Heaton

Seconded: P Quealey

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE: Nil

This is Page 3 of 5 of Minutes of the Audit, Risk & Improvement Committee meeting of the Upper Hunter Shire Council held on Monday 18 March 2024.

ARIC.03.7 Risk Management and Internal Audit for Upper Hunter Shire Council**PURPOSE**

To consider Council's preferred option for the carrying out of the role of internal audit coordinator, the ARIC Terms of Reference and the Internal Audit Charter.

RESOLVED:

That the Committee note:

- 1. That the role of internal audit coordinator will be combined with the role of governance and risk advisor and will be carried out by that officer;**
- 2. The adopted Terms of Reference for Council's Audit Risk and Improvement Committee; and**
- 3. The adopted Internal Audit Charter.**

Moved: M Morley

Seconded: P Heaton

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE:

1. To provide an action plan for what the ARIC needs to do, the Chairman will revise the ARIC Calendar in line with the ARIC Terms of Reference
2. Council staff to revise the Internal Audit Charter by
 - Comment in the section headed "Internal audit coordinator" that this role is to be combined with that of the governance and risk advisor and will be carried out by that officer
 - Expansion of the comment about how conflicts of interest should be managed by the officer undertaking the role of internal audit coordinator
 - In Schedule 1 to the Charter, remove from the internal audit function responsibilities, those responsibilities under Financial Management related to finance and accounting activities that should not be undertaken by the internal audit coordinator.

ARIC.03.8 Council Policies Update**PURPOSE**

To provide the Committee with an update of Council Policies.

RESOLVED

That the Committee note the report.

Moved: P Heaton

Seconded: P Quealey

CARRIED UNANIMOUSLY

ACTION FOR COMMITTEE: Nil

6. ACTION SHEET

Nil

7. CORRESPONDENCE

Nil

This is Page 4 of 5 of Minutes of the Audit, Risk & Improvement Committee meeting of the Upper Hunter Shire Council held on Monday 18 March 2024.

8. GENERAL BUSINESS

2022/23 Audit and Financial Statements

The Chairman noted the attendance of representatives from both Prosperity and the Audit Office of NSW and invited comment on the financial statements. The Manager Finance, Alex Hardy and Cassie Malone then engaged in discussions regarding the position of the financial statements.

RESOLVED:

That the Committee note the update provided on the position of the 2022/23 audit and financial statements.

Moved: M Morley

Seconded: P Heaton

CARRIED UNANIMOUSLY

9. NEXT MEETING

The next meeting is scheduled for 9.00am on Monday 17 June 2024.

The meeting was declared closed at 10.29am.

Corporate Services

FINANCE REPORTS

F.04.1

***DRAFT DELIVERY PROGRAM 2021/2022 - 2024/2025 AND
OPERATIONAL PLAN 2024/2025***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

PURPOSE

Council is required to adopt a draft Delivery Program & Operational Plan (DPOP) which is then placed on public exhibition for a minimum of 28 days. Council then considers submissions prior to adopting the final version at its June meeting.

RECOMMENDATION

That Council:

1. endorse the draft Delivery Program 2021/2022 to 2024/2025 & Operational Plan 2024/2025 and place documents on exhibition for a period of not less than 28 days, commencing on Thursday, 2 May 2024 and closing on Friday, 31st May 2024;
2. undertake community engagement prior to finalising the draft Delivery Program 2021/2022 to 2024/2025 & Operational Plan 2024/2025.

BACKGROUND

Council is required to undertake its Integrated Planning and Reporting activities in accordance with the Local Government Act 1993 and the Local Government (General) Regulation 2005. A requirement under this Framework is the production of a Delivery Program every four years and an Operational Plan annually. For the Delivery program 2021/2022 to 2024/2025 the period was reduced to only three years following the extension of the prior term of Council to five years due to COVID-19.

REPORT/PROPOSAL

The Delivery Program is required to be adopted by 30 June in the year following a local council election, and essentially spells out what the new Council expects to deliver in its four-year term.

The annual Operational Plan includes the following elements:

- It is prepared as a sub-plan of the three-year Delivery Program.
- It directly addresses the actions outlined in the Delivery Program and identify projects, programs or activities that the council will undertake within the financial year towards addressing these actions.
- It allocates responsibilities for each project, program or activity.
- It identifies suitable measures to determine the effectiveness of the projects, programs and activities undertaken.
- It must include a detailed budget for the activities to be undertaken in that year.

Council's Annual Statement of Revenue Policy (included in the Operational Plan) includes details of:

Corporate Services

- Estimated income and expenditure
- Ordinary rates and annual charges
- Proposed fees and charges
- The Council's proposed pricing methodology
- Proposed borrowings.

The draft Delivery Program 2021/2022 to 2024/2025 and Operational Plan 2024/2025 will be provided under separate cover with a final consultation meeting (if required) to be held with Councillors for reviewing the draft final formatted document that is placed on public exhibition.

Some of the key features of the budget include:

- A balance budget is expected to be delivered.
- Roads maintenance, heavy patching, reseals and gravel re-sheeting and flood restoration works remain a priority with \$8.47 million expenditure for the 2024/2025 year.
- Capital Expenditure of \$66 million including the some of the following major projects:

○ Coulsons Creek Road Merriwa Rectification works	\$25.0m
○ Scone CBD Revitalisation Project	\$ 9.0m
○ Barrington Forest Road Moonan (Stages 1 & 2)	\$ 6.5m
○ Hunter Road Moonan (Naracoote to Glenmore Bridge)	\$ 5.1m
○ Yarrandi Road Scone	\$ 1.2m
○ Bunnan Road Bunnan (Murdering Hut Gully)	\$ 0.6m
○ Idaville Road Merriwa	\$ 0.6m
○ Scone Library Relocation & Development	\$ 2.3m
○ Belman Restoration Hangar at Scone Aerodrome	\$ 1.1m
○ Waste Transfer stations at Merriwa & Murrurundi	\$ 0.5m
○ White Park Complex Roof Over Cattle Yards	\$ 0.5m
○ Waste Transfer stations at Merriwa & Murrurundi	\$ 0.5m
○ Water Supply Projects including Mains renewals & replacements	\$ 3.6m
○ Sewer Services projects	\$ 3.1m
- No new proposed borrowings for the 2024/2025 year.
- Increase in general rate revenue of 4.5% in line with the IPART rate peg
- The majority of annual charges and user fees have been increase by a conservative Consumer Price Index (CPI) %, statutory legislation or cost recovery.

Council current DPOP document that will be placed on exhibition is a rolling budget with the commencement year being the 2023/2024 (current revised budget), the 2024/2025 draft Operational Budget and extending for a further three years to the 2027/2028 year.

OPTIONS

Either endorse as is or amend the draft Delivery Program 2021/2022 to 2024/2025 & Operational Plan 2024/2025 for the purpose of placing both documents on public exhibition for a minimum of 28 days.

Corporate Services

CONSULTATION

S405 of the Local Government Act 1993 requires Council to put the draft Delivery Program & Operational Plan on public exhibition for a period of at least 28 days and seek submissions from the public in regard to the exhibited documents. Workshops to review the draft documents with Councillors and senior staff were held on 18 and 24 April 2024.

The draft Delivery Program 2021/2022 to 2024/2025 and Operational Plan 2024/2025 will be placed on public exhibition for the period Thursday, 2 May 2024 to Friday, 31 May 2024. The community will be able to make submissions to Council during the exhibition period for consideration before adoption on 24 June 2024.

The intended dates and venues for Community meetings to be held during the month of May are as follows:

Township	Venue	Date & Time
Aberdeen	Aberdeen Community Hall	7 May 2024 – 6.00pm to 7.30pm
Cassilis	Cassilis Community Hall	9 May 2024 – 5.00pm to 6.30pm
Merriwa	Merriwa School of Arts	9 May 2024 – 7.30pm to 9.00pm
Scone	Scone Council Chambers	13 May 2024 – 6.00pm to 7.30pm
Murrurundi	Murrurundi CWA Hall	15 May 2024 – 6.00pm to 7.30pm
Moonan Flat	Moonan Flat Community Hall	20 May 2024 - 6.00pm to 7.30pm

The Draft Plan and a summary of the key points will be available on Council's website and can be viewed at any time during Public Exhibition with questions and comments available can be submitted on-line through the website.

The Community will also be engaged through social media posts, website content, posters, flyers and newspaper advertisements.

As in previous years, Council will provide the community with a summarised brochure highlighting details of the budget and major projects. This summary fact sheet will be available to all residents during the first week of May 2024 and will be communicated on all media platforms.

Results of the community engagement including the number of submissions and summary of individual submissions will be reported to Council at 24 June 2024 Ordinary Council meeting at which time the draft plan will be proposed to be adopted for the 2024/2025 year.

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.

5.3 Effective financial and asset management to ensure Council's long-term sustainability.

5.4 Open and effective communication methods and technology are utilised to share information about Council plans, intentions, actions and progress.

Corporate Services

b. Delivery Program

- Effective and efficient statutory reporting systems
- Reporting systems to ensure "Fit for the Future" benchmarks and any improvement program instigated are maintained for Council's financial sustainability

c. Other Plans

This will link directly to the IP&R Framework, as this is the Delivery Program and Operational Plan and Long Term Financial Plan.

Council has met its requirements to date consistent with the IP&R Framework and will revise required documents as needed through this process.

IMPLICATIONS

a. Policy and Procedural Implications

Council has met its requirements to date consistent with the IP&R Framework.

b. Financial Implications

Council is unable to levy rates and apply fees and charges if not resolved by Council to do so.

c. Legislative Implications

Legislative responsibilities will be met consistent with the planning and reporting activities in accordance with the Local Government Act 1993 and the Local Government (General) Regulation 2005.

d. Risk Implications

Minimise risks by meeting the Integrated Planning and Reporting (IP&R) framework.

e. Sustainability Implications

Nil

f. Other Implications

Nil

CONCLUSION

Council to endorse the draft Delivery Program and Operational Plan to be placed on public exhibition for 28 days for the period 2 May 2024 to 31 May 2024.

At the end of the exhibition period Council will consider submissions and possible amendments to the Delivery Program and Operational Plan prior to adopting the final document at its 24 June 2024 Ordinary Council meeting.

ATTACHMENTS

Nil.

Corporate Services

GENERAL ADMINISTRATION REPORTS

G.04.1 **DISCLOSURES OF PECUNIARY INTEREST AND OTHER MATTERS**

RESPONSIBLE OFFICER: Wayne Phelps - Manager Finance

AUTHOR: Ian Roberts - Governance & Risk Advisor

PURPOSE

The purpose of this report is to table *Disclosure of Interests and Other Matters* returns, in accordance with Part 4 of the Code of Conduct and section 440AAB of the Local Government Act 1993.

RECOMMENDATION

That Council note the *Disclosure of Pecuniary Interests and Other Matters* return, as tabled in the meeting.

BACKGROUND

Part 4 of Council's Code of Conduct (the Code) requires Councillors and designated persons to complete a written *Disclosure of Pecuniary Interests and Other Matters* return.

Designated persons are defined by the Code as:

- a) the General Manager
- b) other senior staff of the council for the purposes of section 332 of the Local Government Act 1993
- c) a person (other than a member of the senior staff of the council) who is a member of staff of the council or a delegate of the council and who holds a position identified by the council as the position of a designated person because it involves the exercise of functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the person's duty as a member of staff or delegate and the person's private interest
- d) a person (other than a member of the senior staff of the council) who is a member of a committee of the council identified by the council as a committee whose members are designated persons because the functions of the committee involve the exercise of the council's functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the member's duty as a member of the committee and the member's private interest.

Section 440AAB(2) of the Local Government Act 1993 states that returns required to be lodged with the general manager must be tabled at a meeting of the council, being the first meeting held after the last day specified by the code for lodgement, or if the code does not specify a day, as soon as practicable after the return is lodged.

REPORT/PROPOSAL

Disclosure of Pecuniary Interests and Other Matters returns have been completed by those designated persons upon becoming a designated person and are tabled at the current meeting, in accordance with the requirements of Part 4 of the Code of Conduct and section 440AAB of the Local Government Act 1993.

Corporate Services

Staff holding positions that have been identified as designated persons and have lodged their written return for the first time are listed below:

- Executive Manager Works Delivery

OPTIONS

That Council note the written *Disclosure of Interests and Other Matters* returns, as tabled in the meeting.

CONSULTATION

N/A

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

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

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

This report is prepared in the discharge of obligations under the Code of Conduct.

b. Financial Implications

Nil

c. Legislative Implications

Council's Code of Conduct has been adopted in accordance with the prescribed Model Code of Council, which is prescribed under sections 440-440AA of the Local Government Act 1993.

Section 440AAB(2) of the Local Government Act 1993 states that returns required to be lodged with the general manager must be tabled at a meeting of the council, being the first meeting held after the last day specified by the code for lodgment, or if the code does not specify a day, as soon as practicable after the return is lodged.

Corporate Services

d. Risk Implications

The non-provision of Disclosures of Pecuniary Interest Returns may affect the Council transparent decision making process.

e. Sustainability Implications

Nil

f. Other Implications

Nil

CONCLUSION

Disclosure of Pecuniary Interests and Other Matters returns have been completed by those designated persons upon becoming designated persons and are tabled at the current meeting, in accordance with the requirements of the Code of Conduct and section 440AAB of the Local Government Act 1993.

ATTACHMENTS

Dislosures to be tabled at the meeting.

Environmental & Community Services

G.04.2

***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 consider the outcome of public consultation undertaken in respect of the draft planning agreement for the Goulburn River Solar Farm Project and to seek Council's approval to enter into the agreement with Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust.

RECOMMENDATION

That Council:

1. pursuant to Section 7.4 of the *Environmental Planning and Assessment Act 1979*, enter into a planning agreement with Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust in respect of the Goulburn River Solar Farm Project.
2. delegate authority to the General Manager to execute the planning agreement.

BACKGROUND

Council, at its meeting held on 29 January 2024, resolved the following:

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.*

The draft planning agreement was subsequently placed on public exhibition from 15 February 2024 to 15 March 2024.

REPORT/PROPOSAL

One (1) submission has been received in response to the public exhibition of the draft planning agreement.

A copy of the draft planning agreement with amendments is provided in Attachment 1 while a redacted copy of the submission is provided in Attachment 2.

The key issues raised in the submission, together with staff responses, are summarised below:

1. *The agreement states that decommissioning will involve the removal of structures above ground only. What happens to structures buried under the ground? At the end of the project, the whole site should be returned to its original state.*

Response: The planning agreement defines the term 'decommissioning' for the purposes of the agreement only. The use of the term does not mean that structures below ground level will not be removed at the end of the project life. This is a matter for consideration by the

Environmental & Community Services

determining authority as part of the State Significant Development (SSD) assessment and may be a condition of consent if the project is approved. It is not a relevant consideration for the planning agreement.

- 2. The agreement does not make it clear what happens if BP on sells the project if approved. Does it rollover to the new owners or is it void? BP has shown recently it has no real interest in owning and operating solar factories.*

Response: Clause 13 of the agreement has been amended to require registration of the agreement on title. Clause 15 of the agreement has also been amended to require the company to provide Council with a deed of assignment and/or obtain Council consent before it can sell, transfer, assign or similarly deal with its rights or obligations under the Agreement. All amendments to the agreement have been made in consultation with the proponent, Lightsource BP.

- 3. The explanatory note accompanying the planning agreement states that the funds will be used to address the environmental, social and economic impacts this solar factory will have on the community "PARTICULARLY" in the vicinity of the project. So if we have say \$190,000 per annum less \$20,000 admin fee we are left with \$170,000, which is then split into \$80,580 community enhancement fund and \$89,420 for road maintenance. I wouldn't think \$80,580 a year would be anywhere near enough to address the huge environmental impact this project would have on the area proposed for its location. Impact on endangered species, runoff, pollution. noise, dust, land clearing and disturbance are just a few issues.*

Response: The community contributions paid under the planning agreement will be used for or applied towards public purposes for the benefit of the community within approximately 30km of the solar farm. The road maintenance fund contributions will be used for or applied towards the maintenance of roads in the Upper Hunter LGA, with preference given to Ringwood Road and Wollara Road, in the vicinity of the development. The purpose of the contributions paid under the planning agreement is not to address all environmental, social and economic impacts of the development but rather address some of the impacts on the community and roads.

- 4. Can it be explained to me and other residents along Ringwood/Wollar Road who are in the immediate vicinity of this project how this money is going to be spent to lessen or address the social and economic impacts this is going to have on us. The impact on lifestyle, the mental stress and anxiety both before, during and after construction are issues not to be ignored.*

Response: The social and economic impacts of the project will be assessed in detail by the Department of Planning, Housing and Infrastructure as part of the SSD assessment. The development contributions can be used for a range of public purposes for the benefit of the community including purposes that address the social and economic impacts of the development.

- 5. The proposed location of this solar factory in a high risk bushfire zone and the catastrophic consequences of what might happen if fire either impacts or breaks out there will be a constant 'Black Cloud' hanging over everyone in the immediate area.*

Response: Concerns in relation to bushfire risks were raised in Council's submission to the Department of Planning, Housing and Infrastructure during the public exhibition phase of the

Environmental & Community Services

SSD application. The applicant has provided a response to these concerns which will be considered by the Department in its assessment of the application.

OPTIONS

1. a) pursuant to Section 7.4 of the *Environmental Planning and Assessment Act 1979*, enter into a planning agreement with Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust in respect of the Goulburn River Solar Farm Project.
b) delegate authority to the General Manager to execute the planning agreement.
2. Not enter into a planning agreement with Goulburn River Fund Pty Ltd as trustee for the Goulburn River Trust in respect of the Goulburn River Solar Farm Project.

CONSULTATION

- Lightsource BP

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

Environmental & Community Services

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 includes a number of provisions that will minimise the risks to Council.

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

The draft planning agreement was placed on public exhibition for 28 days and one submission was received. Minor amendments have been made to the agreement in response to the submission.

By entering into the planning agreement, Council will secure a reasonable level of funding for the provision of public infrastructure and services that directly benefit the Upper Hunter Shire, specifically, the Merriwa community and surrounding area.

ATTACHMENTS

- 1 [↓](#) Draft Planning Agreement - Goulburn River Solar Farm
- 2 [↓](#) Submission - redacted



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

- a) As contemplated by section 7.6 of the Act, the Company agrees, at its own expense, to procure the registration of this Agreement under the Real Property Act 1900 (NSW) on the title to the Land as soon as practically possible after the operation of this Agreement.
- b) The Company will, within 15 Business Days of registration of this Agreement on the title to the Land provide the Host Council with a copy of title searches relating to the Land.
- c) The Host Council agrees, at the Company's cost, to do all things reasonably necessary, including the execution of any documents, to enable the Company to remove the notation of this Agreement on the relevant titles of 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

- (a) The Company must not sell, transfer, assign or similarly deal with ("Dealing") its interest in the Development except in accordance with the provisions of clause 15(b). Any purported Dealing in breach of this clause is of no effect.
- (b) The Company may assign its interest in the Development to another person (Assignee) if, before it assigns:
 - i. any default by the Company under any provisions of this Agreement has been remedied by the Company or waived by the Host Council on such conditions as the Host Council may determine, acting reasonably;
 - ii. the Company delivers to the Host Council a deed of assignment executed by the Company and the Assignee containing provisions under which:





- a. the Company's rights and obligations under this Agreement are assigned to the Assignee on and from the date of the deed of assignment or any other date specified in the deed (being the 'date of assignment');
 - b. the Assignee undertakes to pay all obligations of the Company under this Agreement arising on and from the date of assignment; and
 - c. the Assignee undertakes to pay the Host Council's reasonable costs in relation to the assignment.
- iii. the Company has paid its liability for the Development Contributions calculated pro-rata at the date of assignment (as if the date for payment under clause 5.1(b) were the date of assignment, not 1 July); and
 - iv. a replacement Bank Guarantee is provided by the Assignee in accordance with clause 14.3(f).
- (c) If the Company complies with clause 15(b), the Host Council will be deemed to have released the Company from any further obligation under this Agreement on and from the date of assignment.
 - (d) If the Company assigns in accordance with clause 15(b), the Assignee's liability for Development Contributions for the period from the date of assignment to the next 1 July to occur thereafter is to be calculated pro-rata.
 - (e) Subject to the provisions of clause 15(b) the Company must not sell, transfer, assign or similarly deal with its rights or obligations under this Agreement without the prior written consent of the Host Council which consent may be given or withheld in absolute and unfettered discretion 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 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;





- 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



Mathew Pringle

From: [REDACTED]
Sent: Thursday, 14 March 2024 8:46 PM
To: Council Internet Mail
Subject: External: Re planning agreement between the UHSC and Lightsource BP.

[REDACTED]

To whom it may concern: as a resident who lives on Wollar rd and will be greatly impacted by this project if approved i have some concerns about this agreement listed below. 1. It states that in the decommissioning only structures etc above ground will be removed. What happens about things that are buried under the ground? To me at the end of the project the whole site should be returned to its original state. 2. In the agreement i cant see any mention about what happens if BP onells this project if approved. Does it rollover to the new owners or is it void. BP has shown recently it has no real interest in owning and operating solar factories. It has just recently sold 5 solar projects it has owned to the chinese. A similar thing could happen here then WHAT? 3. It states in the merits of the planning agreement that the funds will be used to address the environmental, social and economic impacts this solar factory will have on the community "PARTICULARLY" in the vicinity of the project. So if we have say \$190,000 per annum less \$20,000 admin fee we are left with \$170,000, which is then split into \$80,580 community enhancement fund and \$89,420 for road maintenance. I wouldnt think \$80,580 a year would be anywhere near enough to address the huge environmental impact this project would have on the area proposed for its location. Impact on endangered species, runoff, pollution, noise, dust, landclearing and disturbance are just a few issues. 4. Can it be explained to me and other residents along Ringwood/Wollar rd who are in the immediate vicinity of this project how this money is going to be spent to lessen or address the social and economic impacts this is going to have on us. The impact on lifestyle, the mental stress and anxiety both before, during and after construction are issues not to be ignored. 5. The proposed location of this solar factory in a high risk bushfire zone and the catastrophic consequences of what might happen if fire either impacts or breaks out there will be a constant 'Black Cloud' hanging over everyone in the immediate area. In conclusion i hope my above concerns are addressed and thank you for accepting my submission. Regards [REDACTED]
concerned resident Wollar Rd.

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.

General Manager's Unit

G.04.3

COUNTRY MAYORS ASSOCIATION MEMBERSHIP

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

PURPOSE

To give consideration to joining the Country Mayors Association.

RECOMMENDATION

That Council make a request to the Country Mayors Association to join the association.

BACKGROUND

This matter has not been previously considered by Council

REPORT/PROPOSAL

The New South Wales Country Mayors Association (CMA) is an incorporated body formed to speak for the residents of regional and rural New South Wales.

The association represents the vast majority of regional and rural local government areas within the state.

Each member council is represented by their Mayor and General Manager. The association meets quarterly or more often if the need arises.

Upper Hunter has not previously been a member and we were invited to attend their March meeting in Sydney. Only the General Manager was available to attend. He did so as a guest and observer. The meeting was well attended by Mayors and General Managers from regional NSW and was held at Parliament House in Sydney. The Police Minister presented as well as Deputy Commissioner of Police and a representative of the NSW Bureau of Crime Statistics and Research. In attendance were four sitting members of the National Party (Dave Layzell, Paul Toole, Dugald Saunders and Steph Cooke). Having local members and Ministers in the same room with Mayors and General Managers gives Councils a lot of direct contact and lobbying power.

Membership fees are \$1,500 per annum and charged on a pro rata basis for members joining part way through a period. Meetings are held in Sydney (or occasionally regional areas) and accommodation costs are borne by the attendees. For UHSC this will typically be two persons attending requiring one overnight accommodation.

Information on the Association can be found at their website
<https://nswcountrymayors.com.au/>

General Manager's Unit

OPTIONS

1. Council can choose to join immediately, or
2. Council could choose to join after the election
3. Not join

CONSULTATION

- Mayor
- Deputy Mayor
- General Manager
- Cr Jamie Chaffey (Gunnedah Mayor and Chair of Country Mayors Association)

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.

5.11 To participate and encourage regional coordination and planning between councils and other organisations.

b. Delivery Program

- Support for the Mayor and Councillors to fulfil their respective roles

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

Sharing of information among Councils and being aligned with regional Councils on policy issues would be beneficial to UHSC.

b. Financial Implications

Annual Membership fees are \$1,500. Attendance at meetings in Sydney will generally require one overnight stay per meeting.

c. Legislative Implications

There are no legislative implications.

d. Risk Implications

Sharing and working across multiple Councils reduces risk.

General Manager's Unit

e. Sustainability Implications

There are no sustainability issues. Sharing and lobbying with similar Councils will result in better utilisation of resources.

f. Other Implications

Nil

CONCLUSION

Council has not previously been a member of the Country Mayors Association but their lobbying power and ability to work cooperatively together for the benefit of regional communities is seen as a benefit to the Upper Hunter. The membership cost is extremely low.

ATTACHMENTS

There are no enclosures for this report

General Manager's Unit

G.04.4

**HUNTER JOINT ORGANISATION BOARD - REGIONAL
MOTIONS FOR ALGA 2024 NATIONAL GENERAL
ASSEMBLY**

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

PURPOSE

The purpose of this report is to consider the regional motions presented by Hunter Joint Organisation Board for submission to the ALGA 2024 National General Assembly.

RECOMMENDATION

That Council endorse the motions presented by the Hunter Joint Organisation Board for submission to the ALGA 2024 National General Assembly as outlined in Attachment 1 to the report.

BACKGROUND

At its meeting on 25 March 2024, Council resolved to submit the following motions for debate at the 2024 National General Assembly to be held in Canberra from 2 to 4 July 2024:

- 1) a) *That ALGA continue to lobby for increased assistance grants provided to councils;*
b) *That when ALGA is successful in gaining greater grant amounts for Councils, that it lobbies the Grants Commission to apply the method of distribution towards an increased amount to rural councils who have historically received less from the Grants Commission's present distribution formula;*
c) *That ALGA also lobby for the increase in funding from Transport authorities for those councils that have the responsibility of local Airports to be in line with the funding for road funding as they are both essential to the transport of goods and services for the regional and rural areas of Australia and provide economic drivers for the country.*
- 2) *That ALGA lobbies the Federal Government to create welfare reform around jobseeker recipient requirements to include 20 hours of work per week for the Local Government Area of the recipient. The areas of work that the people would serve can include grounds keeping, road maintenance and any other areas where the Local Government Area requires assistance that requires no qualifications.*

REPORT/PROPOSAL

In February 2024, the Hunter Joint Organisation (HJO) Board resolved to develop a list of shared regional motions to be put forward on behalf of the ten Member Councils.

The HJO's process of developing these motions included:

1. Mapping existing advocacy positions of the Hunter JO Board against the NGA priority areas;
2. Adapting these existing regional advocacy positions to create 13 draft regional motions with a broader national and industry wide local government focus (to reflect the requirements of the NGA);

General Manager's Unit

3. Inviting and incorporating feedback from the Board on the focus and relative priorities of the 13 draft regional motions, to create the four regional priority motions. The Member Councils reviewed the 13 draft regional motions and agreed on the four priority motions outlined in Attachment 1:

In summary, the four priority motions are that the National General Assembly calls on the Australia Government to:

1. Intergovernmental Relations

Lead the delivery of place-based, whole-of-government policy and planning to drive the evolution of mining-affected regions toward net zero economies.

2. Financial Sustainability

Lead collaboration with state and local government to review, simplify and streamline the delivery and governance of grant funding to local government.

3. Roads and Infrastructure

Lead systems reform across all three levels of government to improve the planning, administration and delivery of road funding, with a focus on ensuring greater equity, certainty and sustainability in funding across regional and metropolitan communities.

4. Housing and Homelessness

Support the urgent delivery of new housing and improve housing affordability and access.

OPTIONS

1. Endorse the motions presented by the Hunter Joint Organisation Board
2. Not endorse the motions presented by the Hunter Joint Organisation Board

CONSULTATION

- Hunter Joint Organisation Board
- General Manager

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.

5.11 To participate and encourage regional coordination and planning between councils and other organisations.

b. Delivery Program

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

General Manager's Unit

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

Nil

b. Financial Implications

Nil

c. Legislative Implications

Nil

d. Risk Implications

Nil

e. Sustainability Implications

Nil

f. Other Implications

Nil

CONCLUSION

The Hunter Joint Organisation (HJO) Board resolved to develop a list of shared regional motions to be put forward on behalf of the ten Member Councils. The Member Councils reviewed the 13 draft regional motions and agreed on four priority motions. These four priority motions are provided to Council for consideration.

ATTACHMENTS

- 1 [↓](#) HJO Board - Hunter Regional ALGA Motions for 2024 NGA

APPENDIX 1. DRAFT HUNTER JO REGIONAL MOTIONS

CONFERENCE PRIORITY AREA	DRAFT REGIONAL MOTION
Intergovernmental Relations	<p><i>1. This National General Assembly calls on the Australian Government to:</i></p> <p>Lead the delivery of place-based, whole-of-government policy and planning to drive the evolution of mining-affected regions toward net zero economies. This should include:</p> <ol style="list-style-type: none"> 1. A clear vision and plan for each region's economic evolution 2. A coordinating entity with the necessary authority to influence the focus and coordination of cross government and agency delivery efforts. 3. Sufficient resources to deliver on the objectives established, including: <ol style="list-style-type: none"> (i) Supporting communities adversely impacted by the move to a net zero economy. (ii) Exploring city / regional deals as a mechanism for delivery. 4. Support for and investment in circular economy solutions. 5. Clear and certain planning pathways for the adaptive reuse of mining and industrial lands to deliver new, high-value jobs 6. A commitment to local government representation in place-based decision making that affects local and regional communities.
Financial Sustainability	<p><i>2. This National General Assembly calls on the Australian Government to:</i></p> <p>Lead collaboration with state and local government to review, simplify and streamline the delivery and governance of grant funding to local government, focusing on:</p> <ol style="list-style-type: none"> 1. Consolidating currently disparate funding programs delivered across various Commonwealth and State Government agencies toward a "block funding" approach to providing grant funding to local government, delivered over timeframes that align with local government planning cycles. 2. Identifying broader options than requiring direct co-contributions from Councils to access grant funding. This aims to remove the inherent disadvantage currently experienced in accessing grant funds by local councils who do not have the the financial or resource capacity to offer co-contributions, yet to whom the dependence on grant funds to deliver delivery of community services and infrastructure remains vital. 3. Reducing the administrative burden on local government through more consistency in the governance frameworks, systems and documentation required across various funding programs and governing agencies.
Roads and Infrastructure	<p><i>3. This National General Assembly calls on the Australian Government to:</i></p> <p>Lead systems reform across all three levels of government to improve the planning, administration and delivery of road funding, with a focus on ensuring greater equity, certainty and sustainability in funding across regional and metropolitan communities.</p>

CONFERENCE PRIORITY AREA	DRAFT REGIONAL MOTION
Housing and Homelessness	<p data-bbox="488 353 1278 383"><i>4. This National General Assembly calls on the Australian Government to:</i></p> <p data-bbox="488 398 1318 454">Support the urgent delivery of new housing and improve housing affordability and access by:</p> <ol data-bbox="512 465 1310 797" style="list-style-type: none"> <li data-bbox="512 465 1254 521">1. Investing in the transport and community infrastructure required to unlock development-ready land. <li data-bbox="512 521 1302 656">2. Leading collaboration across Australian, state and local government to develop a collaborative framework for biodiversity planning that will enhance conservation outcomes and provide greater planning and investment certainty for local and regional communities around the availability of land for housing. <li data-bbox="512 656 1238 712">3. Investing in additional public housing and incentivising affordable housing schemes. <li data-bbox="512 712 1310 797">4. Repurposing existing government facilities such as underutilised health facilities, or other government buildings that could be repurposed for short term housing.

Corporate Services

G.04.5

INQUIRIES INTO COUNCIL FUNDING AND FINANCIAL SUSTAINABILITY

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Manager Finance

PURPOSE

Provide Council with the intended response details for two separate parliamentary inquiries into Local Government Funding within the sector.

RECOMMENDATION

That Council note the proposed submissions to two parliamentary inquiries into local government funding and financial sustainability to deliver infrastructure and services.

BACKGROUND

Council has recently received invitations to participate in two parliamentary inquiries from both the State and Federal Government standing committees into the local government sector funding of infrastructure and financial sustainability.

REPORT/PROPOSAL

The Local Government sector has been severely affected financially by a number of external factors that has limited its ability to satisfactory services to its community due to the inflationary effect on:

- construction materials and contractors for infrastructure repairs and renewals
- general operational costs, such as electricity, insurance etc.
- Award increases in salaries and wages

The first inquiry relating to the NSW State Government relates to the ability of local government to fund infrastructure and services (Terms of Reference attached)

While the second inquiry from the Federal Government will examine financial sustainability and funding frameworks of local government, alongside changing infrastructure requirements and service delivery obligations. This inquiry is seeking to understand the challenges faced by local governments in servicing infrastructure requirements across regional, rural and remote locations and more broadly the workforce shortages relating to infrastructure and other services (Terms of Reference attached).

OPTIONS

1. Note the report and acknowledge the lodgment of submissions to both parliamentary inquiries into local government funding and financial sustainability to deliver infrastructure and services.

CONSULTATION

- General Manager
- Manager Finance

Corporate Services

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.

5.10 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.

b. Delivery Program

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

c. Other Plans

NIL

IMPLICATIONS

a. Policy and Procedural Implications

NIL

b. Financial Implications

Improvement in funding models to benefit regional and rural councils may provide additional funding for infrastructure and services in order for satisfactory delivery to the community.

c. Legislative Implications

Nil

d. Risk Implications

Nil

e. Sustainability Implications

Local government financial sustainability in delivery of infrastructure and services.

f. Other Implications

Nil

CONCLUSION

It is recommended that Council lodges a submission to the inquiries by both parliamentary standing committees into the review of local government funding and financial sustainability in the delivery of infrastructure and services to their respective communities.

Corporate Services

ATTACHMENTS

- 1 [↓](#) NSW Government Terms of Reference - Ability of local governments to fund infrastructure and services - 21 March 2024
- 2 [↓](#) Federal Government Terms of Reference - Local government sustainability - 22 March 2024
- 3 [↓](#) Copy of Submissions to Inquiries



LEGISLATIVE COUNCIL

STANDING COMMITTEE ON STATE DEVELOPMENT

Inquiry into the ability of local governments to fund infrastructure and services

TERMS OF REFERENCE

That the Standing Committee on State Development inquire into and report on the ability of local governments to fund infrastructure and services, and in particular:

- (a) the level of income councils require to adequately meet the needs of their communities
- (b) examine if past rate pegs have matched increases in costs borne by local governments
- (c) current levels of service delivery and financial sustainability in local government, including the impact of cost shifting on service delivery and financial sustainability, and whether this has changed over time
- (d) assess the social and economic impacts of the rate peg in New South Wales for ratepayers, councils, and council staff over the last 20 years and compare with other jurisdictions
- (e) compare the rate peg as it currently exists to alternative approaches with regards to the outcomes for ratepayers, councils, and council staff
- (f) review the operation of the special rate variation process and its effectiveness in providing the level of income Councils require to adequately meet the needs of their communities
- (g) any other related matters.

The terms of reference for the inquiry were referred to the committee by the Hon Ron Hoenig MP, Minister for Local Government on 8 March 2024 and adopted by the committee on 14 March 2024.¹

Committee membership

Hon Emily Suvaal MLC	Australian Labor Party	<i>Chair</i>
Hon Sam Farraway MLC	The Nationals	<i>Deputy Chair</i>
Hon Mark Buttigieg MLC	Australian Labor Party	
Dr Amanda Cohn MLC *	The Greens	
Hon Emma Hurst MLC	Animal Justice Party	
Hon Stephen Lawrence MLC	Australian Labor Party	
Hon Taylor Martin MLC	Liberal Party	
Hon Peter Primrose MLC	Australian Labor Party	

* Dr Amanda Cohn MLC substituted for Ms Cate Faehrmann MLC from 15 March 2024 for the duration of the inquiry.

¹ *Minutes*, NSW Legislative Council, 19 March 2024, p 981-982.

INQUIRY INTO LOCAL GOVERNMENT SUSTAINABILITY

Terms of Reference

The House of Representatives Standing Committee on Regional Development, Infrastructure and Transport will inquire into and report on local government matters, with a particular focus on:

- The financial sustainability and funding of local government
- The changing infrastructure and service delivery obligations of local government
- Any structural impediments to security for local government workers and infrastructure and service delivery
- Trends in the attraction and retention of a skilled workforce in the local government sector, including impacts of labour hire practices
- The role of the Australian Government in addressing issues raised in relation to the above
- Other relevant issues.

UHSC Submissions to:

- **The House Committee on Regional Development, Infrastructure and Transport – Inquiry into local government sustainability; and,**
- **Parliamentary Inquiry into the ability of local governments to fund infrastructure and services.**



Upper Hunter Shire Council is a rural council with only 14,000 population. However, it owns and operates 1,769 km of sealed and unsealed road and 89 bridges. It is this population, bridges and roads criteria that determine the majority of funding calculations for local government from both the State and Federal governments.

While any funding program will have its flaws with its methodology, the present funding methodology significantly disadvantages regional councils who provide significantly greater services than many of the metropolitan councils, services that extend beyond simply the length of road and population it services.

Other than rate income, Council's other major income sources are from state and federal grants. The two major grant sources that are regular and non-contestable are the state block grant for regional roads and the Federal Assistance grant distributed through the NSW Grants Commission.

Regional Road Block Grant

Under the present Regional Road Block Grant program, the methodology is based on the length of regional road length. Typically the regional road length is a small fraction of Council's overall road network, being 174 km of the total road network of 1,769 km, this methodology leads to councils continually seeking to increase their Regional Road network and reduce the local road network in an effort to increase the funding available to it. In actual fact, in recent road reviews undertaken by Transport for NSW, there has been a continuing trend of downgrading from State to Regional and Regional to Local to transfer the costs from state to councils. This method also ignores other road like structures that provide significant transport benefits to the community and wider region economic uplift – namely airports.

Federal Assistance Grant

Likewise, the Grants Commission's method for distribution of the Federal Assistance Grants in NSW is somewhat complex but is primarily based on population and length of local road network overall with a number of disadvantage measures used to factor these up or down. This method attributes various parts of the grant to functions such as:

- Recreation and Culture,
- Administration and Governance,
- Education and Community,
- Roads, bridges footpaths and aerodromes,
- Public order, safety, health and other,
- Housing and public amenities

The grant amount has no degree of correlation with the level of service provided to the community in each one of these functions by the council.

UHSC - Submissions to Inquiries into:
Local Government sustainability and
The ability of local governments to fund infrastructure and services

Page 1 of 3

In essence, the methodology and calculation of the Financial Assistance Grant funding could be seen to be detrimental to small rural communities in comparison to metropolitan councils. To further explain, with the vast areas of landscape that requires maintaining and upgrading by rural councils such as the Upper Hunter Shire, who for example has 8,100 square kilometres of area and 1,769km of road length, three administration centres, four waste facilities, three swimming pools, four libraries and numerous community centres and halls, the cost of delivering service to the community is quite overwhelming, especially when there is only 7,800 ratable assessments.

Although consideration is given to rural councils through road length, in comparison to metro councils, the sheer density of the population within a footprint of say 60 square kilometres provides these councils financial assistance levels that may not be warranted given their ability to generate significant funds through rating assessments, fees and charges based solely on the level of population.

Therefore, review of the distribution of the Financial Assistance Grants should be considered to ensure the financial sustainability of rural council.

Issues with present funding mechanisms

The above methodologies fail to recognise the additional services councils provide in a community.

In many regional communities, services are provided by the council as it is not viable to run that service commercially and as such no private provision of that services exists. Council steps in to ensure services are maintained locally. In the Upper Hunter, an aged person facility would require 25 beds in order to be a viable commercial operation, but in a small town that isn't feasible and so smaller non-commercial sized facilities are operated (and subsidised) by councils to ensure persons who require this level of care can continue to receive it in their home town close to their family and friends.

In fact, Council taking on the uneconomic services makes the viable services run by corporations even more viable for them as there is no pressure on them to cross subsidise within their business, they can simply take the most profitable portion of the market knowing local government will pick up the least or non-profitable portion.

Airport services

Upper Hunter Shire owns and operates an airport in Scone consisting of a 1.4 km runway of 30 m width, associated taxiways and parking aprons, yet no recognition of the cost of operating this transport facility for the region is taken into consideration when determining the Block Grant. This focus on roads, while ignoring other transport support that Council provides is a noteworthy flaw in the methodology that needs to be addressed. It might be assumed by many on the panel that an airport generates income and hence should be excluded from any funding model. In our case (and many others) this is sadly not the case. The airport provides important regional linkage and supports industries in the region but does not have the aircraft volume to be profitable, especially without a viable passenger service operating from it, and as such is subsidised by the community.

Flood damage

No one ever wants to see the effects of severe weather events within Australia let alone the regional and rural townships. However, all is not a perfect world and when events occur the community and local councils feel the brunt of the cleanup and restoration of infrastructure damage caused by the events be it storms, flooding, bushfires etc.

The costs of these works are unplanned on a lot of councils and in many respects financially draining to their already limited budget funds. Many of these severe events are predominantly declared as natural disasters with funding made available from the Governments. However, as has been seen with our Council and a number of other small rural councils the reimbursement of funds required to make safe the initial event damage is extremely onerous on the Council and very bureaucratically red tape driven.

UHSC - Submissions to Inquiries into:
Local Government sustainability and
The ability of local governments to fund infrastructure and services

Page 2 of 3

With many rural councils that have limited resources, the availability of information pre-dating and during the event such as photographic evidence of the existing road structure is somewhat cumbersome especially when staff are trying to make safe road conditions for residents and community transport needs.

It has become evident through Council's requests and supply of information in attempting to recover much needed cash-flow from the weather events, now over two years ago, is hindered by barriers placed in front of it by respective departments. This lack of funding recover will ultimately will have detrimental effects on the delivery of the replacement infrastructure.

Other matters

Annual Rate Peg Methodology

The methodology of additional incremented level of rate peg percentage for growing population areas has the effect, in Council's opinion, of a methodology that is detrimental to the smaller rural and regional councils. This opinion is based on the fact that the level of rate peg approved is normally below that of the current consumer price index (CPI), meaning Council's ability to maintain the level of service for the community declines due to reduced dollars to spend.

It is noted that with smaller rural communities, that rating revenue is primarily the main form of constant revenue stream that Council can generate, which is obviously outside the delivery of operational and capital grant funding that is not guaranteed. Limiting the level of rate peg percentage to a minimal base rate places these councils into financial strain removing the Council's ability to service the community of basic requirements as in most instances the rate peg percentage doesn't meet the normal cost of living percentage and/or CPI. This is heightened further with the fact that government allows utility and insurance companies to continually increase their costs and premiums by over 10% year on year. This makes you wonder how councils can survive as these form some of their major operational expenditure items.

In addition, with a lot of smaller rural councils, similar to that of the Upper Hunter Shire, the vast rural unsealed and sealed road network places strains on the Council financially and thereby limiting the level of rate peg percentage also reduces Council's ability to maintain and service these roads to the level of satisfaction required by the farming ratepayers. Therefore, it is recommended that when determining the methodology behind the rate peg consideration of the Council's geographical footprint and road network may be prudent.

In summary it is noted that for councils to continue to meet the rising costs of service delivery they are required to go through the rigors of a Special Rate Variation process that is both time consuming and onerous on their limited resourcing capabilities. A consideration should be given to the linkage of the Rate Peg percentage to at least CPI when issued to Council's for future years.

General Manager's Unit

G.04.6

NEWCASTLE CITY COUNCIL - MEMORANDUM OF UNDERSTANDING

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Robyn Cox - Executive Assistant

PURPOSE

The purpose of this report is to endorse a Memorandum of Understanding (MoU) with City of Newcastle.

RECOMMENDATION

That Council:

1. endorse the Memorandum of Understanding with City of Newcastle as shown in Attachment 1 to the report.
2. delegate authority to the Mayor and General Manager to sign the document on its behalf.

BACKGROUND

This matter has not previously been considered by Council.

REPORT/PROPOSAL

A discussion commenced in November 2023 between City of Newcastle (CN), Upper Hunter Shire Council (UHSC) and Muswellbrook Shire Council (MSC) regarding proposed changes to internal audit guidelines by the NSW Government that had the potential to financially impact upon smaller councils. The concept of a MoU was raised between the three councils once it was identified that a number of opportunities existed where mutual benefit and learning could occur. While the issues relating to internal audit were ultimately addressed without the need for support from CN, the respective leaders committed to progress the idea for an MoU between the councils to formalise the potential for knowledge sharing and staff learning.

Key Issues

- Enhanced cross boundary collaboration across a range of issues has been a focus of councils in the Hunter, including through the work of the Hunter Joint Organisation and other agencies.
- Sustained population growth, continued economic inter-dependencies and the complex issues of service delivery have given rise to a new set of relationship drivers between CN as the region's capital and UHSC as a regional neighbour. Ensuring appropriate service delivery, sustainable regional growth and future economic prospects are important priorities for both Councils.
- The MoU is a non-binding statement of intent by each party to work together on strategic and operational issues impacting Local Government.
- This MoU sets out the arrangements for liaison between CN and UHSC as Local Government agencies in relation to possible:

General Manager's Unit

- i) sharing of information to enhance learning and understanding,
 - ii) exploring opportunities for joint advocacy,
 - iii) submissions or funding applications, tendering, and
 - iv) sharing staff resources to enhance the skills of Local Government employees.
- The MoU acknowledges the preparedness of CN and UHSC in the public interest, to share with each other as far as is legal and practicable, information in each agency's possession relevant to matters within the jurisdiction of the other.
 - Project specifics will be determined by a committee comprising senior representatives of both organisations.
 - The shared principles that underpin the MoU include:
 - i) the economic and social prosperity of Newcastle and the Upper Hunter will be stronger and more resilient through innovation and collaboration between regional Local Government partnerships;
 - ii) our communities will benefit from cooperation that helps build capacity and capability of our staff and systems;
 - iii) our financial strength and competitive advantage increase when working together; and,
 - iv) knowledge sharing provides efficiencies that enables better value and more strategic outcomes for our communities.

OPTIONS

1. endorse the MoU with City of Newcastle and delegate authority to the Mayor to sign the document on its behalf.
2. not endorse the MoU with City of Newcastle.

CONSULTATION

- City of Newcastle
- Mayor
- General Manager

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.
- 5.11 To participate and encourage regional coordination and planning between councils and other organisations.

b. Delivery Program

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

General Manager's Unit

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

Strategic priorities will be particularly geared towards shared goals within each Council's Community Strategic Plan, Delivery Program and Operational Plans, as well as priorities where a united approach will help create progress and remove barriers.

b. Financial Implications

There is no financial cost associated with Council's execution of this MoU.

In the event that obligations under this MoU incur additional costs for either party, fees could be negotiated on a cost recovery basis.

c. Legislative Implications

Nil

d. Risk Implications

Nothing in this MoU will influence the execution of statutory functions and processes – including those of the elected Council.

The MoU is non-binding, unless and until such time that the Parties execute a legally binding agreement.

Both parties remain bound by existing legal conditions such as the Intellectual Property rights of each Council.

e. Sustainability Implications

Nil

f. Other Implications

Nil

CONCLUSION

Discussion between CN, UHSC and Muswellbrook Council regarding proposed changes to internal audit guidelines by the NSW Government has resulted in a Memorandum of Understanding being developed to formalize the potential for knowledge sharing and staff learning.

ATTACHMENTS

- [1](#) ↓ Memorandum of Understanding - City of Newcastle and Upper Hunter Shire Council - April 2024

Attachment 1

Memorandum of Understanding

City of Newcastle and Upper Hunter Shire Council



Details

Council	City of Newcastle ABN 25 242 068 129 Of 12 Stewart Avenue, Newcastle West New South Wales 2300
Council	Upper Hunter Shire Council ABN 17 261 839 740 of 135 Liverpool Street, Scone NSW
Commencement Date	1 May 2024
Completion Date	30 June 2027
Context	<ol style="list-style-type: none">1. City of Newcastle (CN) and Upper Hunter Shire Council (UHSC) wish to enter a Memorandum of Understanding (MoU) for the purpose of exploring objectives for possible collaboration opportunities on strategic and operational issues impacting local government.2. This MoU sets out the framework for the establishment of a cooperative relationship between the parties.3. This MoU will be carried out in a manner which reflects the spirit and intent of collaboration, transparency, respect, and innovation.4. Enhanced cross boundary collaboration across a range of issues has been a focus of councils in the Hunter, including through the work of the Hunter Joint Organisation and other agencies.5. Sustained population growth, continued economic inter-dependencies and the complex issues of service delivery have given rise to a new set of relationship drivers between CN as the region's capital and UHSC as a regional neighbour. Ensuring appropriate service delivery, sustainable regional growth and future economic prospects are important priorities for both Councils.
Purpose	<ol style="list-style-type: none">6. This MoU sets out the arrangements for liaison between the Local Government agencies of CN and UHSC concerning the sharing of information, and exploring opportunities for joint advocacy, submissions or funding applications, tendering, as well as sharing of staff resources to enhance the skills of Local Government employees (subject to compliance with any legal requirements that relate to such

matters).

7. The MOU acknowledges the preparedness of CN and UHSC, in the public interest, to share with each other, as far as is legal and practicable, information in each agency's possession relevant to matters within the jurisdiction of the other.

Principles

8. CN and UHSC recognise and commit to the following fundamental principles as the foundation for the MoU:
 - a. The economic and social prosperity of Newcastle and the Upper Hunter will be stronger and more resilient through innovation and collaboration between regional Local Government partnerships;
 - b. Our communities will benefit from cooperation that helps build capacity and capability of our staff and systems;
 - c. Our financial strength and competitive advantage increase when working together; and
 - d. Knowledge sharing provides efficiencies that enables better value and more strategic outcomes for our communities.

Objectives

9. The key strategic objective is to collaborate in multiple areas to enhance the strategic outcomes for each Council. A secondary objective is to lead by example by demonstrating the impact of collaboration and working together to give effect to the shared vision.
10. The parties will explore opportunities and proposals to cooperate and collaborate on:
 - a. Joint submissions and approaches to State and Federal Government on shared issues;
 - b. A forum of executive staff for identifying the mutual strategic priorities of each Council on an annual basis;
 - c. Share strategic information in relation to areas of expertise;
 - d. Possible collaboration and engagement with industry in respect of planning and development, transport integration, tourism, place based activation, attraction of major events and other key areas;
 - e. Develop strategies to improve community participation and access to cultural facilities and opportunities;
 - f. Develop strategies and projects that deliver operational efficiencies and sustainability in areas such as economic development, waste management and biodiversity;
 - g. Consider staff development opportunities including leadership development programs across the respective Councils;
 - h. Shared procurement or joint tendering to achieve cost efficiencies or where it will increase return on investment for both parties; and

- i. Recognising any mutual interdependencies in service delivery, economic development, and resource management.

**Special
Conditions**

Areas of Engagement

11. This section outlines core areas of collaboration between the Councils.
12. Each party acknowledges that the parties are not carrying out the activities envisaged under this MoU on an exclusive basis, and this MoU will not preclude either of them engaging in activities which are the same, similar to or in competition with any subject matter referred to herein. Nothing in this MoU is intended to influence or impinge the statutory obligations of either Council.
13. Strategic priorities will be particularly geared towards shared goals within each Council's Community Strategic Plan, Delivery Program and Operational Plans, as well as priorities where a united approach will help create progress and remove barriers.

Strategic Agenda and Governance

14. The executive teams of each Council will meet on an annual basis to agree on shared strategic goals. Matters agreed will be progressed via project-based workshops or productive engagement between the Councils.
15. Each Council will nominate a senior executive sponsor to oversee the MoU (defined as the Representative of each respective Council below) and undertake to report on outcomes to their respective executive or elected Councils annually.

**City of Newcastle
Representative**

Kathleen Hyland, Executive Officer to the CEO

12 Stewart Avenue, Newcastle West, NSW 2302

Telephone: +61 2 4974 2000

[Email: khyland@ncc.nsw.gov.au](mailto:khyland@ncc.nsw.gov.au)

**Upper Hunter Shire
Representative**

Greg McDonald, General Manager

135 Liverpool Street, Scone NSW 2337

gmcDonald@upperhunter.nsw.gov.au

Execution

Executed by an authorised person **City of Newcastle** ABN 25 242 068 129 in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Lord Mayor Nuatali Nelmes

Mr Jeremy Bath

Date

Executed by an authorised person of the **Upper Hunter Shire Council** ABN 17 261 839 740 in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Mayor Maurice Collison

Mr Greg McDonald

Date

1. Operation of this Memorandum of Understanding

1.1. Term

- a) This MoU comes into operation on the Commencement Date and continues until the Completion Date, unless terminated in accordance with clause 5.2.

1.2. Not binding

- a) The parties agree that this MoU only expresses the intention of the parties and is not binding and does not create any legally enforceable obligations between the parties.

1.3. Special conditions

- a) If the Details of this MoU set out any special conditions, those conditions are incorporated into and form terms of this MoU.

2. Responsibilities and Risk

2.1. Responsibilities

- a) The parties agree to work together to achieve the Objectives by performing their respective Responsibilities set out in the Details set out above in this MoU.
- b) The parties will be open, honest, cooperative, and responsive to each other, respecting each other's functions and roles, and assisting and supporting each other whenever reasonably possible.

2.2. Risk

- a) The parties agree to work together to monitor and report on any risks that arise in relation to Responsibilities and the Objectives.
- b) Each party is responsible for managing its own risks in relation to the matters arising under this MoU, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this MoU.

3. Communication and Cooperation

3.1. Communication

- a) The parties agree to regularly liaise by personal contact between the Representatives or other persons with authority to communicate on behalf of the Councils or in writing with each other about the performance of the Objectives.

3.2. Sharing of information

- a) The parties agree to share information as reasonably required, and as permitted by law, to achieve the Objectives.
- b) The parties agree to protect all information in relation to this MoU that is considered by a Council confidential.

3.3. Resolving Conflicts

- a) The parties agree to meet within 21 days of notification of a dispute by one party to another in an effort to attempt to resolve all issues and disputes amicably, and if necessary where a dispute has not been resolved within this time period, to seek discussions between the Chief Executive Officers of each Council in a further attempt to resolve any issues or disputes within a period of no more than 14 days before seeking to terminate in accordance with clause 5.2.

4. Expenses

- a) A party may not commit the other to any cost, expense, or obligation without the written consent of that party.
- b) Each party will be responsible for any cost, expense, or obligation necessary to their achievement of the Objectives.
- c) Where obligations cannot be achieved at minimal cost, the parties will negotiate fees for service on a cost recovery basis.

5. Intellectual Property

- a) Each party agrees that it can only use the Materials of the other party for purposes directly relating to this MoU.
- b) Each party agrees that all Intellectual Property in the Materials is owned by the party that supplies the Materials, or that has a genuine claim to ownership of the Materials.
- c) This MoU does not create any legally enforceable obligations between the parties in relation to the Intellectual Property of each party.

6. Termination

- a) Either party may terminate this MoU by giving the other party 5 days written notice.

7. Definitions

- a) **Intellectual Property** means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), service marks, designs, patents, copyright, circuit layouts, moral rights, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.
- b) **Law** means all applicable statutes, regulations, by-laws, ordinances, or subordinate legislation in force from time to time anywhere in a party's jurisdiction, including the common law and equity.
- c) **Materials** means any tangible or intangible thing provided by one party to the other in relation to this MoU which contains a party's Intellectual Property or confidential information.
- d) **Objectives** means the objectives defined in clauses 9 and 10 in the Details of this MoU.
- e) **Responsibilities** means the responsibilities set out in clause 2.1 of this MoU.

General Manager's Unit

POLICY MATTERS

H.04.1

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 following policies:

1. Quality – RMCC Works;
2. Community Relations - Awards (Prizes) - Australia Day Awards;
3. Community Relations - Awards (Prizes) - Creative Arts Excellence;
4. Community Relations - Acknowledgement of Country;
5. Community Services - Service Provision - Housing - Low Income Units, Merriwa;
and,
6. Policy – Sustainability.

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 following draft policies are attached for review this month for consideration by Council:

1. Quality – RMCC Works;
2. Community Relations - Awards (Prizes) - Australia Day Awards;
3. Community Relations - Awards (Prizes) - Creative Arts Excellence;
4. Community Relations - Acknowledgement of Country;
5. Community Services - Service Provision - Housing - Low Income Units, Merriwa;
6. Policy – Sustainability.

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.

General Manager's Unit

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

c. Other Plans

Nil

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

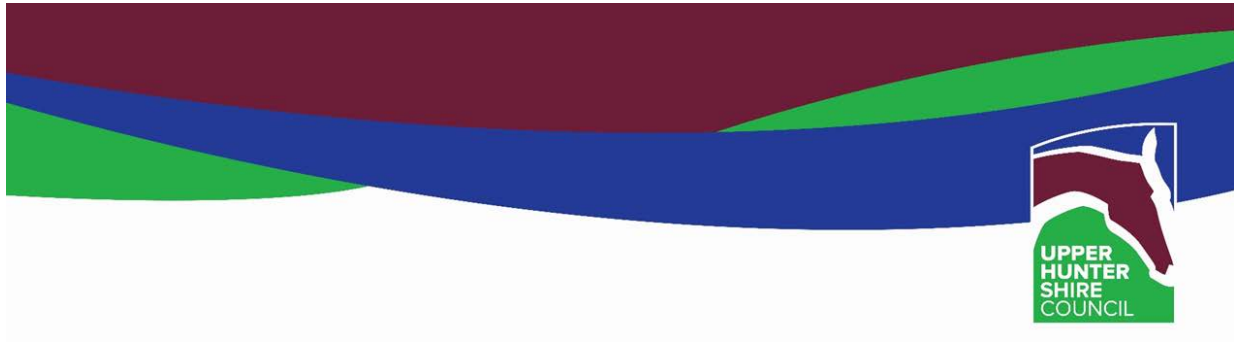
Nil

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 - Quality RMCC
- [2](#) Draft - Policy - Community Relations – Awards (Prizes) – Australia Day Awards
- [3](#) Draft - Policy - Community Relations - Awards (Prizes) - Creative Arts Excellence
- [4](#) Draft - Policy - Community Relations - Acknowledgement of Country
- [5](#) Draft - Policy - Community Services - Service Provision - Housing - Low Income Units, Merriwa
- [6](#) Draft - Policy - Sustainability



POLICY

Quality Policy

Date adopted by Council	
Minute number	
Endorsed by	
CM Ref	CD-2/24
Due for review	4 years from date adopted June 2023
Related documents	UHSC – Risk Management Framework UHSC – Work Health and Safety Policy UHSC – Environment Policy
Responsible officer	Director Infrastructure Services
Department/Section	Infrastructure Services
Category	Risk Management
Community Strategic Plan goal	<p>Goal 6 Increase, enhance and maintain civil infrastructure, Community assets and open spaces to meet the needs of current and future generations.</p> <p>CS24 Provide for the replacement, improvement and additional Community and open space infrastructure through investment, best practice and risk management.</p>

[Draft](#) ~~Adopted~~

page 1 of 4

Policy: Quality Policy

Introduction

Council and its Officers are committed to providing safe, functional and reliable infrastructure for our community, both now and into the future. Such a commitment is backed and strengthened by senior management responsibility and support, application of best practice quality management at all levels, stakeholder consultation, monitoring and review and embedding a strong workplace culture.

Objective

The purpose of this policy is to facilitate Council's mission to provide high quality service and product that meets or exceeds the community's expectations while at the same time managing risk and financial resources. For example, Council seeks to construct, maintain and manage road and bridge assets to ensure continued safe and reliable journeys across the network of the Upper Hunter Shire.

Council aims to do this via developing, implementing and maintaining this Quality Policy, and related documents and standards. Council's Quality Policy is central to meeting this vision and recognises our responsibilities related to the delivery of maintenance programs, projects and activities that provide value to the community.

Scope

This policy applies to:

- a) All workers of the Council, which is to include all persons performing work under the direction of, or on behalf of Council (for example, employees, outworkers, apprentices, trainees, work experience, volunteers, contractors, subcontractors and their employees, agents, consultants, full time, part time, casual and temporary staff).
- b) All Council work sites and where work is carried out either by Council or for Council.

Definitions

UHSC	Upper Hunter Shire Council
Framework	The ideas, information, and principles that form the structure of the policy
EMS	Environmental Management System
SWMS	Safe Work Method Statements

Policy Details

Council's Quality objectives are to:

- Meet all relevant Australian Standards, Regulations and Code of Practice.
- Identify and review the key issues and requirements of interested parties who are relevant to our quality management system.
- Deliver value for money services, product and infrastructure.

Adopted Date:

Status: Draft

page 2 of 4

Policy: Quality Policy



- Align all activities with the community goals identified in Council's Strategic Plan.
- Carry out activities in a time efficient and effective manner.
- Promote the use of innovative technologies that improve the implementation of our quality objectives.
- Collect data and feedback to monitor and assess the effectiveness of our systems and drive continual improvement.
- Take action to address risks and opportunities which could impact on the delivery of our services, products and infrastructure.
- Communicate our quality objectives to staff, relevant stakeholders and the community.
- Maintain good relationships with all stakeholder and partners.
- Effectively capture and respond to community enquiries.

In order to implement the general provisions of this Policy and to ensure continuous improvement of the quality management system, adequate resources will be provided and a program of activities and procedures will be set up, continually updated and effectively carried out. The program involving all employee's contractors and subcontractors will relate to all aspects of quality assurance:

- Consultation, training, education and provision of quality information to employees.
- Work design, workplace design and standard work methods.
- Changes to work methods and practice, including those associated with technological change.
- Workplace inspections and evaluations provision of equipment, service and facilities
- Implementation, adherence and continuous review of Project Management, Quality Control and Environmental Management Plans
- Systematic reporting and recording of relevant quality information

Responsibilities

Councillors

Councillors have a responsibility to ensure that the General Manager and the officers of Council have in place and implement the appropriate policies, plans and strategies for the organisation.

Senior Management Group

Council staff in Senior Management positions are required to exercise due diligence to ensure Council complies with the Quality Policy.

The promotion of quality assurance is primarily, but not solely, the responsibility of management. Management at all levels is required to contribute to the maintenance, sustainability and improvement of the quality management system.

All Managers

All managers are required to ensure that the Quality Policy and the quality management system are effectively implemented within their areas of control, and to support their supervisors and coordinators to do the same. All managers are to hold their teams accountable to their specific responsibilities.

All Coordinators and Supervisors

Adopted Date:

Status: Draft

page 3 of 4

Policy: Quality Policy

All Coordinators and Supervisors are responsible, and will be held accountable, for taking all practical measures to ensure:

- That in the area of their control the quality management system is complied with, and employees are supervised and trained to meet their requirements under this program.
- That the employees are consulted on issues that affect the quality management system.

All Staff

All staff are required to cooperate and work within the quality management system.

References and Related Legislation

- International Environmental Standard ISO 9001:2015
- Road Management Act 2004
- Road Management (Works Infrastructure) Regulations 2015
- Road Management (General) Regulations 2016
- Road Safety Act 1986
- Road Safety Road Rules 2017
- Road Safety (Vehicles) Regulations 2009
- Road Safety (Drivers) Regulations 2019
- Road Safety (General) Regulations 2019
- Road Safety (Traffic Management) Regulations 2019
- NSW Environmental Planning and Assessment Act 1979 (EP&A Act 1979).
- Environment Protection and Biodiversity Conservation Act 1999
- Heavy Vehicle National Law 2013 (NSW)
- Heavy Vehicle (Fatigue Management) National Regulation (NSW)

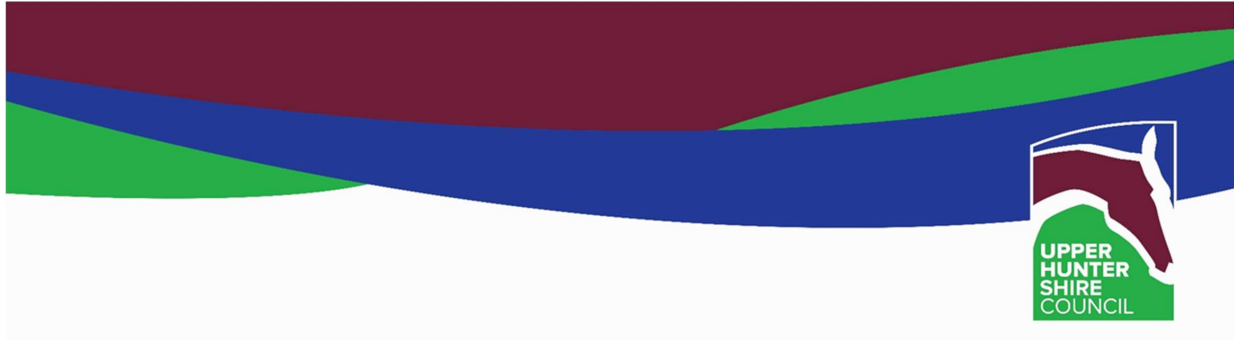
Version History

Version No.	Date	CD Ref#	Reason for Review
1	29/03/2021		
2	Draft		

Adopted Date:

Status: Draft

page 4 of 4



POLICY

COMMUNITY RELATIONS – Awards (Prizes) – Australia Day Awards

Date adopted by Council	
Minute number	
Endorsed by	SMG on 22 April 2024
CM Ref	CD-8/23
Due for review	4 years from date adopted
Related documents	Nil
Responsible officer	Manager Community Services
Department/Section	Environmental & Community Services
Category	Community
Community Strategic Plan goal	<p>Goal 8 Provide Community leadership</p> <p>CS32 Promote and celebrate the achievements of Council and the local Community.</p>

Policy: **COMMUNITY RELATIONS – Awards (Prizes) – Australia Day Awards**



Policy Statement

Council will make annual citizenship awards in the communities of Aberdeen, Merriwa Murrurundi and Scone. Shire citizenship awards will also be determined.

Objective

To select a citizen(s) from the Upper Hunter Shire local government area as its citizen(s) of the year. The person(s) elected to have given exceptional service to the community of the Shire, as stated in each award.

Scope

This policy applies to:

- All Councillors
- All Members of the Council Australia Day Sub Committees – all districts
- Council staff

Definitions

All terms used in this policy have the standard dictionary definition.

~~Policy Details~~ Procedure

1. Nominations to be submitted to the General Manager and may be proposed by any person or anybody being a club, sporting organization or individual.
2. Full details of the nomination to be supplied detailing nature, quality and period of service the nominee has given or other reasons that might qualify the nominee for nomination.
3. All nominations and supporting details received in the Council office to be submitted to the Council for consideration by the Australia Day Sub Committee from the relevant district. Recommendations will be made for consideration in a closed Ordinary Council meeting ~~for voting and such voting to be secret ballot~~ with the General Manager appointed as returning officer.
4. The Citizenship Awards are to be authorised by Council resolution.
5. Each nomination to state the district and category for nomination, ~~ie. service to the community, service to sport, service to the aged, service to children, service to tourism etc.~~
6. Presently serving Councillors of the Upper Hunter Shire Council are ineligible for nomination for the Award during their period of service as Councillors.
7. Nominations for the Award to be invited in the month of October in the year for which the award is to be issued and nominations to close on the first Friday of November.
8. Nominations to be considered at the Council's December Meeting.

Adopted Date:

Status: Draft

page 2 of 11

Policy: COMMUNITY RELATIONS – Awards (Prizes) – Australia Day Awards



9. Determination of the Award to be by Council at a duly convened meeting and such decision to be made by the majority of Council. In the event of voting for two or more candidates being tied then both candidates will receive an Award.
10. The Award to be presented at an Australia Day ceremony in the Shire in the year for which the award is made.
11. The Award may be presented to two persons conjointly provided the services given are considered equal by each of the persons and provided Council considers the service could not have been given by one of the persons without equal assistance by the other.
12. The decision of Council in relation to issue of the Award each year shall be final and no reason shall be given for not granting an award to unsuccessful nominees. Details of unsuccessful nominees and Councillor voting shall remain confidential.

Responsibilities

Councillors

Councillors will be responsible for the determination of the Award.

Director

The Director Environmental & Community Services will be responsible for overseeing the implementation of the Award nomination process.

Community Services Officers

The Community Services Officer will be responsible for the day-to-day activities associated with Award nomination process.

Australia Day Sub Committee Members

The members of the Australia Day Sub Committee will be responsible for making recommendations to Council of suitable recipients for each award category.

All Staff

All staff will have responsibility for understanding this policy.

References and Related Legislation

- Australia Day Nomination Guidelines 2017 (see Appendix 1) (~~TRIM document INT-2763747~~)

Policy: COMMUNITY RELATIONS – Awards (Prizes) – Australia Day Awards



Version History

Version No.	Date	CM Ref	Reason for Review
1.	25/06/2013	INT-5191/13	Timed review
2.	09/01/2017	INT-1610/17	Timed review
3.	14/12/2020	CD-204/20	Timed review
4.	Draft	CD-8/23	Timed review

Adopted Date:

Status: Draft

page 4 of 11

Appendix 1



UPPER HUNTER SHIRE & DISTRICT AUSTRALIA DAY AWARD GUIDELINES 2017

These guidelines have been developed to assist Australia Day Committees in Upper Hunter Shire Council to follow consistent procedures across our Shire, whilst providing local enhancements particular to each area.

1. INTRODUCTION

Upper Hunter Shire Australia Day Awards recognise and celebrate those community members who have a consistent record of excellence, who have made outstanding achievements in their field, and have contributed in a significant way to the community.

3.2. AWARD CATEGORIES

The following core Awards will be considered by each Committee:

Citizen of the Year (1 per district being Aberdeen, Merriwa, Murrurundi and Scone) awarded to a resident, either individual or couple (husband and wife), who is an inspirational role model and have made a significant contribution to the community in either a paid or unpaid capacity.

Young Citizen of the Year (1 per district being Aberdeen, Merriwa, Murrurundi and Scone) awarded to a resident under the age of 25 (as at 26 January) who is an inspirational role model and has made a significant contribution to the community.

Local Champion (1 per district being Aberdeen, Merriwa, Murrurundi and Scone) awarded to a resident in each district who is an inspirational achiever in their chosen field such as sport, cultural, environmental, professional or other significant activity.

Sustainability & Environmental Achievement Award (Merriwa District only) awarded to an individual, group or business who is an inspirational role model in demonstrating best practice and protecting / enhancing the environment.

Upper Hunter Shire Citizen of the Year (selected by Councillors for whole LGA) awarded to a resident, either individual or couple (husband and wife), who is an inspirational role model and have made a significant contribution to the community in either a paid or unpaid capacity.

Upper Hunter Shire Young Citizen of the Year (selected by Councillors for whole LGA) awarded to a resident under the age of 25 (as at 26 January) who is an inspirational role model and has made a significant contribution to the community.

Table 1 below shows the awards and how they are applied to each district.



<u>Award</u>	<u>Aberdeen</u>	<u>Merriwa</u>	<u>Murrurundi</u>	<u>Score</u>
<u>Citizen of the Year</u>	✓	✓	✓	✓
<u>Achiever of the Year</u>	✗	✗	✗	✗
<u>Young Citizen of the Year</u>	✓	✓	✓	✓
<u>Young Achiever of the Year</u>	✗	✗	✗	✗
<u>Community Group of the Year</u>	✗	✗	✗	✗
<u>Sustainability in Business & Environmental Achievement (Merriwa)</u>				✓
<u>Local Champion</u>	✓	✓	✓	✓

Table 1 – Awards applicable to each district

~~**Achiever of the Year** awarded to a resident of each district who is an inspirational achiever in sport, cultural, environmental, professional or other significant activity.~~

~~**Young Achiever of the Year** awarded to a resident of each district who is an inspirational achiever under the age of 25 (as at 26 January) in any sport, culture, environment, school or other significant activity.~~

7.3. OTHER AWARD CATEGORIES

3a. Advertised Categories

Community Group of the Year awarded to a group or team within each district that has made an outstanding beneficial contribution to the community. This may include staging a noteworthy event in the community, an outstanding sporting achievement by a team, or enhancing community spirit and pride through providing opportunities for participation and co-operation.

Sustainability in Business awarded to a business within the **Merriwa** district which is an inspirational role model in demonstrating best practice. This includes agricultural, manufacturing, financial, retail and all other types of business.

Environmental Achievement awarded to a resident/s within the **Merriwa** district who is an inspirational role model in protecting and enhancing the environment.

3b. Non Advertised “Special” Area Awards
Australia Day award certificates may also be presented according to an area of excellence identified on the nomination form, such as; Agriculture, Arts/Cultural/Entertainment, Business/Industry, Community, Education, Environment, Health & Wellbeing, Sports & Fitness or other significant area.

8.4. EVIDENCE TO SUPPORT NOMINATION

- a) All nomination information and material will become the property of the Upper Hunter Shire Council and will be protected in accordance with Council’s privacy policy.
- b) The Australia Day Committees will judge nominations based on the information that is provided on the form. There is a minimum limit of twenty five (25) words and a maximum limit of two (2) A4 pages. Information should include examples which support your statements.



- c) Staff will develop information for publicity, media and Australia Day Programs based on the information supplied by the Nominator. Where insufficient information is provided, Staff may contact the nominee or nominator to clarify or seek further information, once the Award decisions are made.

|



10.5. LACK OF NOMINATIONS

In the event of no nominations being received for an award, nominations from the previous year will be considered subject to approval of the nominees.

11.6. LATE NOMINATIONS

Late nominations will not be considered.

12.7. CLOSING DATE AND EXTENSIONS OF DATE

- a) The closing date and time will be set by the Scone/ Aberdeen Committee for all nominations, in line with the need to provide reports to the Upper Hunter Shire Council December meeting where recommendations are accepted from area Committees.
- b) The General Manager will make the final decision if the date for nominations is to be extended by one week, following a request from at least 2 committees/or Council Community Service Workers. Details of the extension timeframe will be placed on the Council website.

13.8. NOMINATIONS MAY BE VALID FOR 2 YEARS

At the discretion of the Australia Day Committees, a nomination will remain valid for a two (2) year period if age and information still meets the criteria for the award.

14.9. ELIGIBLE NOMINATIONS

- a) The Nominee must be a resident of the Upper Hunter Shire during the year preceding the Award.
- b) Nominations must be received by the due date advertised unless an extension of time has been advised on Council's website.
- c) Nominations will be signed by the nominator with their contact details completed.
- d) Nominees must be Australian citizens.
- e) Nominees achievements must relate to contributions to the Upper Hunter Shire.
- f) Groups of people are eligible to be nominated on the same nomination form, by attaching a list of the names of the persons in the group.
- g) Members of Parliament State or Federal and current Councillors are not eligible to be nominated.
- h) The awards are presented for the year in which the awards are made (eg for an award made in January 2016 the awardee will be known as the Citizen of the Year 2016).
- i) Anonymous nominations will not be accepted.
- j) Self-nominations will not be accepted.



- k) Nominations by close relatives eg Mother, Father, Grandparents, sisters and brothers of the recipient will not be accepted
- l) Nomination for a core award cannot be made posthumously.
- m) Nominee achievements and contributions to the community may be in a paid or unpaid capacity. In the instance of a paid role, the nominee must also demonstrate a high level of commitment to their community in a volunteer role.
- n) Nominations that contain less than 25 words of supporting information will not be accepted, as noted on the nomination form.

15.10. SELECTION OF OVERALL WINNERS

- a) Upper Hunter Shire Citizen of the Year and Young Citizen of the Year will be selected and awarded by Council from the winners of these categories for each district.
- b) District Australia Day committees will determine the district awards for recommendation to Council.
- c) The determinations of the district committees and Council for award recipients will be final, with no appeal provisions.
- d) The final decision for which category a nominee will be placed in, is the responsibility of the committee and Council. If the category is changed, the nominator will be informed as soon as practicable.
- e) A major award can be awarded to an individual or couple (husband and wife).
- f) Posthumous awards will not be permitted for the main award categories.

16.11. FORMAT OF NOMINATION FORM

- a) The nomination form will be a bi-fold page design, with the award categories on the front, nominee details in the centre and guidelines on the back page.
- b) A yes / no tick box will be included in the Young Endeavour nomination form, to give permission to include the nominee as an Australia Day award nominee.

17.12. NOTIFICATION

- a) Nominees will be notified of their nomination following the close of nominations.
- b) If a nominee's category for nomination has been changed the nominator will be informed.
- c) Where a nomination is disqualified the nominator will be informed in writing, indicating the reason after the judging has been completed.

18.13. NOTIFICATION OF AWARDS

- a) Award recipients will be announced at the appropriate Australia Day ceremony according to area.
- b) A strictly embargoed list of Award recipients and their information will be released to media before the Australia Day ceremony.



- c) Mrs Ursula McLoughlin will be provided with details of the Hunter McLoughlin Memorial Citizenship Award recipient, prior to Australia Day to allow her some background on the person.

20-14. DISTRIBUTION OF NOMINATION FORMS

The nomination forms will be included with rate notices where practical.

21-15. NOMINATORS

Nominations may be proposed by an individual person or a group being a club, sporting organisation, business, school or community group.

22-16. CONSENT OF NOMINEES

A yes / no tick box will be included in the Australia Day Nomination Form to indicate that the nominator has obtained the nominee's consent to lodge the nomination.

23-17. AWARDING OF THE SAME AWARD MORE THAN ONCE

No nominee will receive the same core award a second time, but can be nominated for and receive a different award.

24-18. COMMITTEE MEMBERSHIP

Past Citizen and Young Citizen Award winners will be invited to join the Australia Day Committee in their area.

25-19. AWARD CEREMONIES

- a) Nominees will be invited to and encouraged to attend their district Australia Day ceremonies in Aberdeen, Merriwa, Murrurundi or Scone where district awards will be presented. The Shire awards will be announced and/or presented at all ceremonies, where the timing is appropriate.
- b) Nominees can attend the Ceremony of their choice for the presentation of School achievement awards.

26-20. COMPLAINTS AND DISPUTES

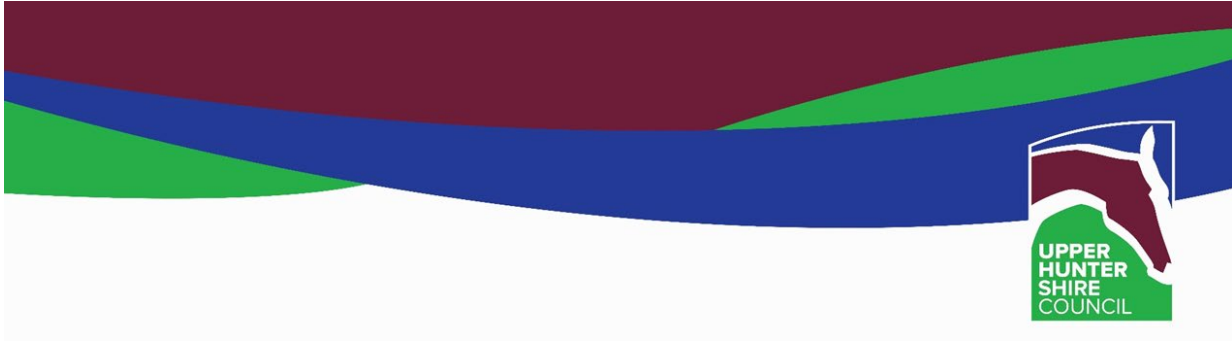
All complaints or disputes should be directed to the General Manager, Upper Hunter Shire Council.

27-21. LODGING THE NOMINATION



Nominations should be submitted to any of Council's offices in Merriwa, Murrurundi or Scone, or posted to Upper Hunter Shire Council, PO Box 208, Scone NSW 2337, and clearly marked 'CONFIDENTIAL – Australia Day Award'.

Nominations will also be accepted online through Council's website.



POLICY

COMMUNITY RELATIONS – Awards (Prizes) – Creative Arts Excellence

Date adopted by Council	
Minute number	
Endorsed by	
CM Ref	CD-63/23
Due for review	4 years from date adopted
Related documents	Nil
Responsible officer	Manager Community Services
Department/Section	Environmental and Community Services
Category	Community
Community Strategic Plan goal	Goal 8 Provide Community leadership
	CS32 Promote and celebrate the achievements of Council and local Community.

Policy: **COMMUNITY RELATIONS – Awards (Prizes) – Creative Arts Excellence**



Policy Statement

Council will celebrate the young people in the Shire by recognising their achievements and supporting their further education in the creative arts.

Objective

To provide recognition to students who have excelled in the creative arts and who wish to undertake further education in this field.

Scope

This policy applies to:

- All Councillors
- All Members of the Council Australia Day Committees – all districts
- Council staff

Definitions

All terms used in this policy have been the standard dictionary definition.

Policy Details

Council celebrates the creative achievements of young people in the Shire through the provision of the Creative Arts Excellence awards to a nominated year 12 student from each secondary school in the Shire as a significant part of the Australia Day events.

The Community Services Department will:

1. forward the guidelines and nomination form to the principals of the secondary schools in the Shire in November each year;
2. request the principals to return their nominations by 30 November;
3. prepare a report for consideration by Council at its December meeting, with the details of the four nominees; and,
4. coordinate the attendance of the nominees and arrange for the presentation of prize money and certificates at the relevant Australia Day event in Aberdeen, Merriwa, Murrurundi or Scone.

Responsibilities

Councillors

Councillors will be responsible for the determination of the Award.

Manager Community Services

The Manager Community Services will be responsible for overseeing the implementation of the Award nomination process.

Adopted Date:

Status: Draft

page 2 of 3

Policy: COMMUNITY RELATIONS – Awards (Prizes) – Creative Arts Excellence**Community Services Officers**

The Community Services Officer will be responsible for the day-to-day activities associated with Award nomination process.

All Staff

All staff will have responsibility for understanding this policy.

References and Related Legislation

- School Achievement Award and Creative Arts Excellence Award – Guidelines and Nomination form 2020 (TRIM document INT-45230/20)

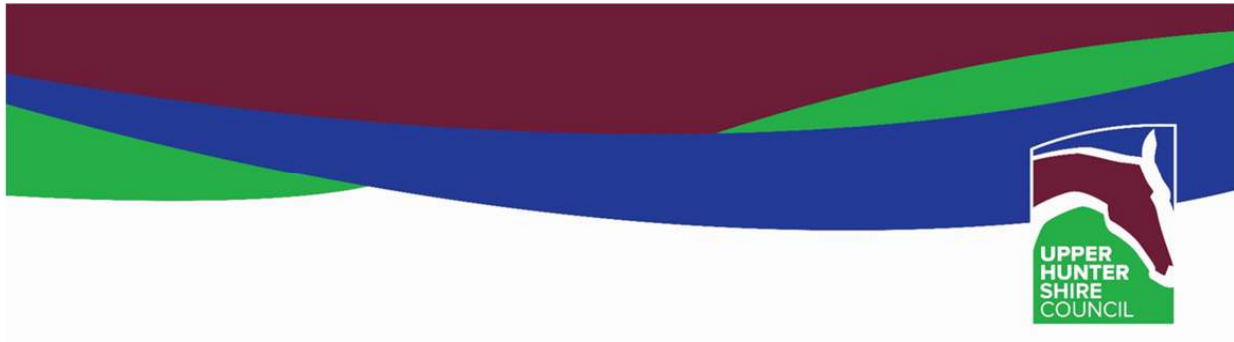
Version History

Version No.	Date	CD Ref	Reason for Review
1	29/11/2005		
2	23/06/2008		
3	29/08/2013		
4	09/01/2017		
5	14/12/2020		
6	DRAFT		

Adopted Date:

Status: Draft

page 3 of 3



POLICY

Community Relations – Acknowledgement of Country

Date adopted by Council	
Minute number	
Endorsed by	SMG on 22 April 2024
CM Ref	CD-60/23
Due for review	4 years from date adopted
Related documents	
Responsible officer	Director Environmental and Community Services
Department/Section	Community Services
Category	Community
Community Strategic Plan goal	<p>Goal 1 A supported Community Goal 2 Promote wellbeing and a connected, healthy and happy Community</p> <hr/> <p>CS4 Facilitate partnerships which create and support a safe, inclusive and caring Community CS9 Value our heritage and cultural diversity, celebrating together and fostering creativity</p>

Policy: Community Relations – Acknowledgement of Country



Policy Statement

At ceremonial events organised by Council within the Shire, Council will formally acknowledge the traditional owners, custodians and their descendants.

Objective

To set a protocol for the formal recognition of the traditional owners, custodians and their descendants.

Scope

This policy applies to Councillors, staff, contractors and volunteers of Council.

Definitions

~~All terms used in this policy have the standard dictionary definition:~~

Ceremonial Event	Where the Mayor or his/her delegate preside in a public forum.
-------------------------	--

Policy Details

At any Council ceremonial event or ordinary Council meeting the Chair, Master of Ceremonies or invited delegate will commence the event with a brief formal acknowledgement as shown below:

I would like to show respect and acknowledge the traditional owners and custodians of the land and of elders, past, present and those to come, on which this meeting takes place.

Responsibilities

Councillors

Councillors will, when performing the role of Chair, Master of Ceremonies or Council delegate at Council ceremonial events, commence the event with a formal acknowledgement of country.

All Staff

All staff involved in the planning and organisation of Council ceremonial events will ensure that official events begin with a formal acknowledgement of country.

Policy: Community Relations – Acknowledgement of Country**References and Related Legislation**

- DLG – Engaging with Aboriginal Communities – A Resource Kit for Local Government in NSW 2007
- Department of Education local protocol

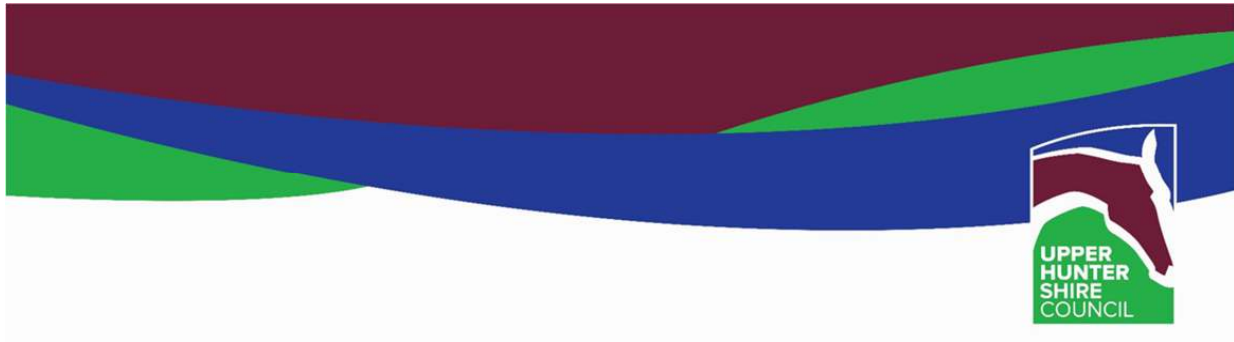
Version History

Version No.	Date	CM Ref	Reason for Review
1	28/5/2013	INT-4319/13	
2	26/9/2016	INT-27944/16	
3	23/06/2017	CD-22/21	
4	14/12/2020	CD-210/20	Policy Review
5	DRAFT	CD-60/23	Timed Review

Adopted Date:

Status: Draft

page 3 of 3



POLICY

COMMUNITY SERVICES – Service Provision – Housing - Low Income Units, Merriwa and Emergency House, Scone.

Date adopted by Council	
Minute number	
Endorsed by	SMG 22 April 2024
CM Ref	CD-62/23
Due for review	4 years from date adopted
Related documents	<ul style="list-style-type: none"> • MOU with UHHS (CM Ref - INT-40536/21) • Original MOU with UHHS (CM Ref - INT-23849/16) • Acknowledgment of MOU with Department Family and Community Services (CM Ref - IN-11906/15) • Original Housing Deed with Department of Housing (CM Ref - INT-5934/15 & INT-22198/17)
Responsible officer	Manager Community Services
Department/Section	Environmental & Community Services
Category	Community
Community Strategic Plan goal	<p>Goal 1 A supported Community</p> <p>CS2 Form partnerships and participate in networks which address the needs and interests of disadvantaged and disability group sin the Community.</p> <p>CS4 Facilitate partnerships which create and support a safe, inclusive and caring Community.</p>

Policy: COMMUNITY SERVICES – Service Provision – Housing - Low Income Units, Merriwa and Emergency House, Scone. 

Policy Statement

Council is committed to ensuring that housing provisions are available to vulnerable people and those in need by:

- a. Forming partnerships and participating in networks which address the needs and interests of disadvantaged and disability groups in the community (G1 CS2)
- b. Facilitating partnerships which create and support a safe, inclusive and caring community (G1 CS4)

This Policy relates to the provision of two low cost accommodation units administered by Upper Hunter Shire Council (UHSC) at Merriwa [and the emergency house property at Scone](#), which deliver safe and comfortable accommodation for people of low income and those in need of emergency accommodation.

Objective

The purpose of this policy is to provide suitable temporary accommodation, which supports vulnerable and disadvantaged people from the Upper Hunter Shire, including those at risk of or experiencing homelessness, whilst they transition to permanent accommodation.

Scope

This policy applies to Council staff, contractors, partner agencies, tenants and all other service providers involved with the provision of support.

Definitions

Networks	Refers to existing interagency meetings and connections between local services.
Low cost	Affordable rent as per the NSW Community Housing Rent Policy.
Client	The tenant and their family members nominated on the tenancy lease.

Policy Details

Upper Hunter Shire Council will engage with relevant partner agencies to provide low cost housing as per the NSW Residential Tenancies Act, to support the needs of vulnerable people.

Background

In 1988, the then Merriwa Shire and NSW Department of Housing, entered into an agreement where two units would be provided in Merriwa as low cost accommodation. A grant was provided by the Department for construction of one two bedroom unit and one three bedroom unit. The units are managed by UHSC under a contract (lease) with NSW Land and Housing Corporation under the Local Government Community Housing Program (LGCHP) to

Policy: COMMUNITY SERVICES – Service Provision – Housing - Low Income Units, Merriwa and Emergency House, Scone.

provide general housing for clients eligible for social housing. These houses have been managed by Council's community services section in regard to both tenancy and also support.

In 2020 Council undertook refurbishment of a three bedroom house in Scone, for the provision of safe and affordable emergency housing for vulnerable families in Upper Hunter Shire.

In ~~2015-2021~~ Council entered into a Memorandum of Understanding (MOU) with Upper Hunter Homeless Support (UHHS) to improve the support offered to tenants in the units and emergency house, and to provide tenancy on a transitional basis of 3 to 12 months.

Procedures/Practice

1. Upper Hunter Shire Council currently has a Memorandum of Understanding with Upper Hunter Homeless Support (UHHS) in regard to the management of the two low income units located in Merriwa and the emergency house property at Scone. UHHS provides an approved social housing support service with funding through the Department of Communities and Justice.
2. Upper Hunter Homeless Support (UHHS) is responsible for the following
 - a. Tenant case management
 - b. Calculating rent according to the NSW Community Housing Rent Policy
 - c. Provision of white goods and other basic provisions for the property
 - d. Preparing and signing the lease in consultation with UHSC
 - e. Preparing Rent Start Bond Loan applications
 - f. All correspondence to the tenants in regard to the tenancy including requests from tenants for repairs and maintenance
 - f.g. Initiating and following through with NSW Civil and Administrative Tribunal (NCAT) if required.
3. Upper Hunter Shire Council is responsible for the following
 - a. UHSC will be on the lease with the client, prepared under the NSW Residential Tenancies Act 2010
 - b. Insurance for building and public liability on the property
 - c. Building rRepairs and maintenance
 - e.d. Payment of a service fee to UHHS as nominated in the MOU.
 - d. Managing the upkeep of the lawns
 - e. Collecting rent
 - f. Lodging the bond to the Rental Bond Board Service NSW
 - g. Payment of a service fee to UHHS equivalent to 5% of total weekly rent per unit for its services.
 - h. Initiating and following through with NSW Civil and Administrative Tribunal (NCAT) if required.
 - h. Notifying UHHS of any rent arrears
4. Selection of tenants
 - a. Priority will be given to suitable UHHS clients from Upper Hunter LGA.
 - b. Clients must be eligible for tenancy and casework under the UHHS Constitution and Policy.

Policy: COMMUNITY SERVICES – Service Provision – Housing - Low Income Units, Merriwa and Emergency House, Scone.

- c. Tenants must agree to supported case management and weekly visits from UHHS staff.
 - ~~d. Tenants will be selected in consultation with UHSC Community Services staff~~
 - ~~e.d.~~ UHSC will refer potential clients seeking accommodation to the UHHS for suitability assessment and placement on any waiting list.
 - ~~f.e.~~ Tenants will be offered short term tenancy only as a transitional opportunity to more permanent accommodation.
5. Review of Memorandum of Understanding
 - a. The MOU will be reviewed annually with representatives of UHHS and UHSC and extended for a further 12 months where satisfactory to both parties.
 - b. UHSC and UHHS will act in the best interest of the community and will work together on this project to uphold the sound reputations of both organisations, at all times.
 6. Dissolution of the MOU
 - a. The MOU between UHSC and UHHS may be dissolved following an annual review.
 - b. Notification of the dissolution of the MOU will be made to Department of Communities and Justice.
 - c. UHSC may choose to enter into a new MOU with a suitable organization, manage and maintain the low income housing and emergency house (meeting the requirements of social housing provision and tenancy laws), or discuss other actions in conjunction with the Department of Communities and Justice.

Responsibilities

Manager Community Services

The Manager Community Services will be responsible for the implementation and review of the MOU with UHHS.

~~Community Services Officer~~

~~The Community Services Officer in the Merriwa office will be responsible for the day-to-day operations of the low income units including the Residential tenancy agreement~~

All Staff

All staff will have responsibility for understanding this policy, in particular frontline staff that are responsible for engaging with vulnerable people in the community.

References and Related Legislation

- MOU with UHHS (~~TRIM document~~ [CM Ref](#) - INT-23849/16)
- Acknowledgment of MOU with Department Family and Community Services (~~CM Ref~~ ~~TRIM document~~ - IN-11906/15)
- Original Housing Deed with Department of Housing (~~CM Ref~~ ~~TRIM document~~ - INT-5934/15)

Policy: **COMMUNITY SERVICES – Service Provision – Housing - Low Income Units, Merriwa and Emergency House, Scone.** 

~~TRIM INT-22198/17~~

~~_____~~

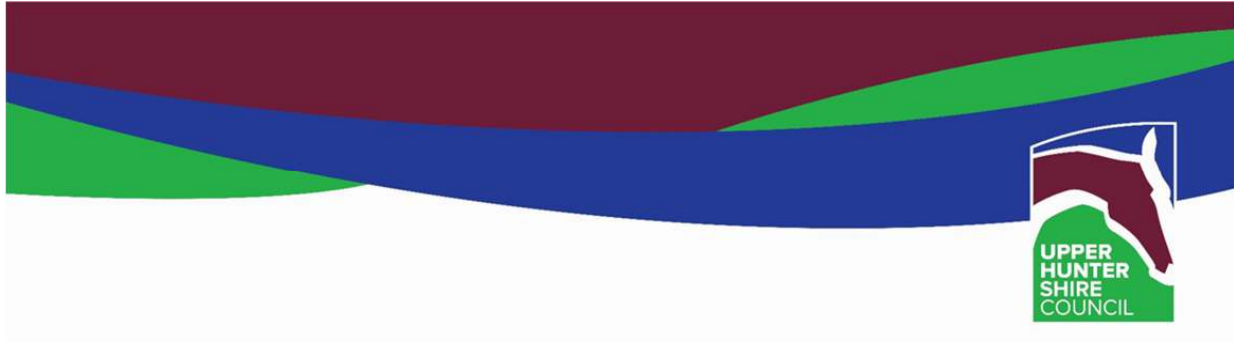
Version History

Version No..	Date	CM Ref	Reason for Review
1	23/06/2008	INT-20595/08	
2	28/05/2013	INT-4330/13	
3	30/01/2018	INT-2448/18	Timed Review
4	14/12/2020	CD-196/20	Timed Review
5	DRAFT	CD-62/23	Timed Review

Adopted Date:

Status: Draft

page 5 of 5



POLICY

Sustainability

Date adopted by Council	
Minute number	
Endorsed by	SMG – 22 April 2024
CM Ref	CD-61/23
Due for review	4 years from date adopted
Related documents	<ul style="list-style-type: none"> Sustainability Action Plan (CM ref – INT-15394/18)
Responsible officer	Manager Waste & Sustainability
Department/Section	Environmental and Community Services
Category	Corporate
Community Strategic Plan goal	<p>Goal 4 – Plan for a sustainable future</p> <p>CS15 Plan, facilitate and provide for a changing population for current and future generations.</p>

Policy: Sustainability



Policy Statement

Council is committed to the principles of sustainability.

Objective

The Council aims to carry out its activities in such a manner as to meet the needs of the current generation without compromising the ability of future generations to meet their needs.

Scope

This policy applies to all Council business decisions, particularly decisions relating to tenders, Council reports, procurement and risk assessments.

Definitions

All terms used in this policy have the standard dictionary definition.

Policy Details

Upper Hunter Shire Council commits to engaging in and supporting sustainable practices for the Council and the Shire.

Social Sustainability

Council will contribute to building a resilient, adaptable, respectful and equitable community.

Economic Sustainability

Council will generate long-term economic growth through encouraging sustainable development within the Shire and carrying out its own operations in a sustainable manner.

Environmental Sustainability

Council will consider the environmental impacts of its activities and will improve its environmental footprint, as well as supporting the community to do the same.

Responsibilities

Councillors

Councillors will consider sustainability implications whilst discharging their responsibilities.

Adopted Date:

Status: Draft

page 2 of 3

Policy: Sustainability**Sustainability Advisory Committee**

The Sustainability Advisory Committee will assist with the ongoing development and monitoring of the Sustainability Action Plan.

All Directors

All Directors will support the development and implementation of sustainable practices.

All Staff

All staff will carry out their functions in accordance with applicable procedures and instructions.

References and Related Legislation

- NSW Local Government Act 1993 No. 30LGA 1993 Chapter 3 Principles of Local Government, Sections 8 (A,B&C)

Version History

Version No.	Date	CM Ref	Reason for Review
1	29/03/2021	CD-43/21	New Policy
2	DRAFT	CD-61/23	Timed review

Adopted Date:

Status: Draft

page 3 of 3

Infrastructure Services

INFRASTRUCTURE REPORTS

I.04.1

MURRURUNDI WATER STRATEGY

RESPONSIBLE OFFICER: Rag Upadhyaya - Director Infrastructure Services

AUTHOR: Grahame Wilson - Manager Water & Sewer

PURPOSE

The purpose of the report is to provide Council with sufficient information to review the drinking water infrastructure at Murrurundi and agree to the required changes to redundant assets.

RECOMMENDATION

That Council:

1. continue with the Scone to Murrurundi Pipeline, reservoirs and chlorine dosing systems as the only source of potable water for Murrurundi;
2. endorse the de-prescription of the Murrurundi Dam as a town water source including modification of dam wall, lowering to provide 1 metre of water, decommissioning of the Litree Water Filtration Plant and associated tanks and pumps;
3. endorse the disposal of two redundant reservoirs at Doughboy Street and Paradise Lane and the pipeline/easement from the Upper Pages River to Murrurundi Dam;
4. prepare a Masterplan for the entire land parcel where the dam currently exists for the purpose of creating a recreational space with provision for wetland; and
5. seek grant funding with the intent of implementing the Masterplan.

BACKGROUND

The Infrastructure Services Committee has made several decisions relating to the Murrurundi Dam on this matter.

In the 11 April 2023 Water and Sewer Infrastructure report ISC 04.1, the Committee received a briefing note on Murrurundi Dam and its future use. The Committee endorsed a 4 stage process in evaluating options for the Murrurundi Dam being:

1. Determining the initial case for decommissioning
2. Making a case to maintain or decommission a dam
3. Initial selection of a method of decommissioning
4. Deciding on the preferred method of decommissioning

Stage 1 of the process contains the consultation phase including all stakeholders.

In the 9 May 2023 Water and Sewer Infrastructure report ISC 05.1, the Committee endorsed consultation on the Murrurundi Dam via a letterbox drop.

In the 7 July 2023 Water and Sewer Infrastructure report ISC 07.1, the Committee endorsed a public meeting on the Murrurundi Dam which was planned as a drop in session.

This report details the information about the Murrurundi Dam and other water related infrastructure

Infrastructure Services

REPORT/PROPOSAL

The objective for this infrastructure review was to improve the efficiency of water operations in Murrurundi, principally to meet the Dam Safety requirements and reduce costs of the existing filtration plant.

The investigation has uncovered many other infrastructure assets that were required, but are now redundant to the water supply needs of the town. These items include:

- Old Reservoir – Doughboy Street
- Old Reservoir – Paradise Lane
- Old Gravity Pipeline from upper Pages River to the Murrurundi Dam
- Glenalvon bore and pipeline to the Murrurundi Dam

There were several options considered, each has a differing cost and sets of infrastructure. While the Glenbawn Dam supply will be the primary water source in all cases as this provides the best water quality and quantity, the level of backup supply has been considered to be important

The following options and associated financial requirements have been considered from the community feedback:

- 1. Do nothing – no change from existing and keep the dam as a town water source**
 - a. Continue with maintenance of the dam site and facilities including:
 - Dam safety compliance
 - Dam operations and maintenance
 - Dam water treatment monitoring
 - b. Asset renewal for dam, pumping stations and water treatment
 - c. Maintain the Scone to Murrurundi Pipeline and pipeline pumping and chlorine systems
 - d. Maintain the pipeline from the upper Pages River, Glenalvon Bore and Pages River Pump Station
 - e. Keep the two old reservoirs
- 2. Make changes - Decommission/dispose of redundant water assets**
 - a. Maintain the Scone to Murrurundi pipeline and pipeline pumping and chlorine systems
 - b. Maintain the pipeline from Glenalvon Bore and Pages River Pump Station (until an alternative backup system is established)
 - c. Maintain the pipeline from Glenalvon Bore (emergency water supply)
 - d. Maintain the Murrurundi Dam site as a pumping station
 - e. Dispose of Litree Plant and associated pumps and tanks
 - f. Reduce the Murrurundi Dam wall to de-prescribe the dam (leave 1m of water to meet aerial firefighting and wildlife needs)
 - g. Dispose of old reservoir tanks and land parcels at Doughboy Street and Paradise Lane
 - h. Dispose of Pages River pipeline
- 3. Ancillary works - as part of the long term strategy**
 - a. Prepare a Masterplan of the Murrurundi Dam site to determine the future configuration

Infrastructure Services

- b. Undertake upgrade/rehabilitation of the dam site (if decommissioned) for recreational/other use when grant funding becomes available and/or the works are in the Council's budget.

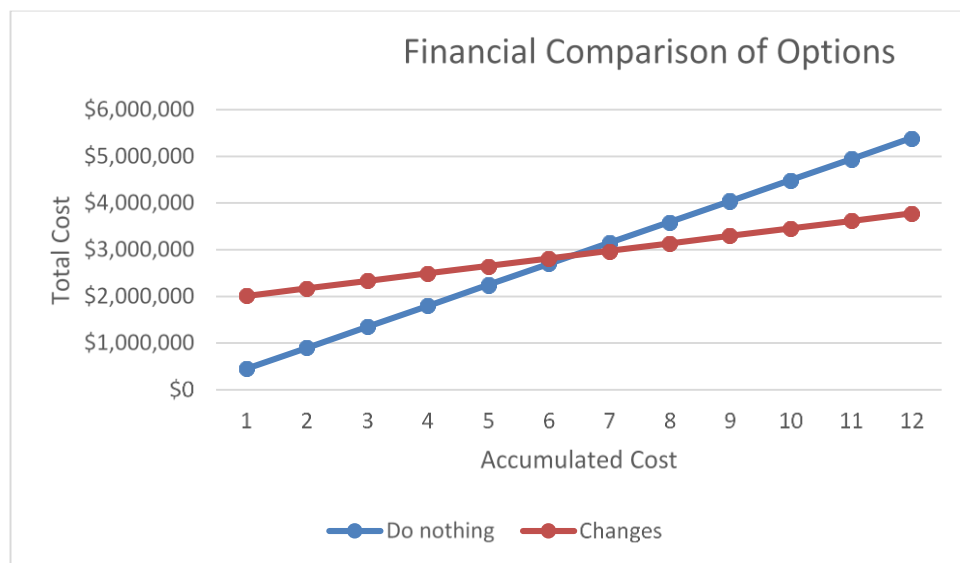
Costs associated to the above options

A full cost assessment can be found in Attachment 1, which is also summarised below

Option	Capital Cost	Yearly Op/Mtce Costs
Do Nothing - keep as a town water supply		
Continue with maintenance of the dam site and facilities including		
Dam Safety Compliance Costs	\$0	\$124,200
Operations and Maintenance - Dams	\$0	\$37,207
Operations and Maintenance - Water Treatment	\$0	\$80,961
Asset Renewal Costs Dam, pumping and treatment	\$0	\$48,667
Maintain the Scone to Murrurundi pipeline and pipeline pumping and chlorine systems	\$0	\$92,060
Maintain the pipeline from the upper Pages River, Glenalvon Bore and Pages River Pump Station	\$0	\$66,178
Keep the two old reservoirs	\$0	\$0
Totals	\$0	\$449,273
Make Changes		
Maintain the Scone to Murrurundi pipeline and pipeline pumping and chlorine systems	\$0	\$92,060
Maintain the pipeline from Glenalvon Bore and Pages River Pump Station (until an alternative backup system is established)	\$0	\$56,178
Maintain the Murrurundi Dam site as a pumping station	\$500,000	\$7,441
Dispose of Litree Plant and associated pumps and tanks	\$20,000	\$0
Reduce the Murrurundi Dam wall to de-prescribe the dam (leave 1m of water to meet aerial firefighting and wildlife needs)	\$1,300,000	\$0
Dispose of old reservoir tanks and land parcels at Doughboy and Paradise Lane	\$10,000	\$0
Disposal of Pages River pipeline	\$20,000	\$5,000
Total	\$1,850,000	\$160,679
Ancillary Works		
Masterplan for the Site	\$50,000	N/A
Wildlife space	Included in dam wall lowering plan	N/A
Aerial Firefighting	Included in dam wall lowering plan	N/A
Recreation space	TBD	TBD

Infrastructure Services

The long term cost implications of each option is graphically shown below:



Dam Wall Lowering Design

Public Works (PW) have been engaged to undertake a flood study and a concept design for the de-prescription decommissioning option. The flood study modelling is completed and being reviewed with the output indicating no additional flood risk from the removal of the dam. Additionally it has been indicated that the dam remaining is likely to be 1m deep with final design to confirm the maximum future dam depth. The new retained water area will be reduced from 12 hectares to 1 hectare and reduced in depth from 8.4m to 1.0m.

Dam Safety Requirements

Dams in NSW are regulated by the Dam Safety Committee, a State Government organisation that monitors the safety of dam structures. If a dam creates a risk to life in the event of a dam break, then the dam is classified as a prescribed dam. The Murrurundi Dam is classified as a prescribed dam High "C" under this classification requiring a range of statutory inspections and documented processes, most of which cannot be performed by UHSC staff. This requirement is not required by most landholders who own dams as their dams are not large enough and they do not create a risk to life, hence they do not require to comply with the Dam Safety requirements.

Effects of dam removal/wall lowering

The Murrurundi Dam has a catchment of around 12 hectares. The first step in the decommissioning study was to assess if the removal of the dam would impact on the downstream residents. The results of the modeling indicate that the effects are minimal and will be catered for in existing pipe and overland flow paths. Council has investigated other dams that have been used for recreational purposes after being decommissioned from potable water sources and these are described further in Attachment 2.

Aerial Firefighting

There were a significant number of requests to leave the dam for firefighting purposes.

Infrastructure Services

Manager Water and Sewer has contacted both the land based Rural Fire Service at their Liverpool Plains headquarters and the aerial firefighting service at Granville in Sydney. The specific question regarding the depth of water required for aerial aircraft to use a water source when firefighting and if 1m would be OK. The following was the response:

Hi [REDACTED],

1m will work fine. As the water level drops, it will become harder to pick up water with a bucket.

If there is enough clearance for a belly tank helicopter to get it they will be able to take water from about 50cm.

Thanks

Inspector Bernie D'Rourke

Supervisor Aviation (Fixed Wing)

The amount of water contained in the dam at 1m has been estimated by Public Works (dam designer) at 6000m³. At the indicated extraction rate of 0.5 m³ to 3m³ per aerial extraction, there would be sufficient capacity in the dam for over 1000 aircraft pickups.

The water used by ground based fire tankers would be via the water reticulation system. Water is typically dispensed through standpipes into trucks. Murrurundi Dam would typically not be used for this function.

Fish in the Murrurundi Dam

Initial discussions with the Murrurundi Water Treatment Supervisor identified that the species Darling River Hardy Head fish fingerlings had been released into the dam to keep the algae and/or weed under control.

At the initial meeting with stakeholders, NSW Fisheries indicated that if the dam was to be emptied then a catch and release process should be employed into adjacent river systems being the Pages River. Further consultation will be required if the removal of all water from the dam is the chosen decommissioning process.

Pipeline from the Upper Pages River

Prior 1980s, there was no dam and water was sourced from the upper reaches of the Pages River by a 5km asbestos pipeline. This pipe had a headworks inlet structure and ran down the valley to the Murrurundi Township. Where the pipeline ran, there was an easement over several properties (the entire 5km length). It is understood that under drought conditions the pipe ran dry and the pipe was extended a further 1km upstream to two other locations. This pipe is understood to be PVC with two other headwork's structures. There was no easement acquired for this pipeline extension.

As part of the initial agreements with the land holders, it was permitted that they could use the water in the pipeline for stock and domestic. As a group of land holders, they are keen to continue this arrangement even if it is not owned by Council. A discussion has occurred with all land holders that have this pipe on their land and as a group they are agreeable to in principle take over the pipeline in exchange for release of the easements on their properties.

Lowering of the Murrurundi Dam to achieve de-prescription

Public Works Advisory have undertaken a hydraulic analysis and produced a concept design for dam de-prescription. This requires removal of a section of the dam wall to leave a weir 1m from the base of the dam. It principally lowers the dam level from 8.4m to 1.0m of water with surface area if 1Ha, reduced from 9Ha and a volume of 6ML of water, reduced from 150ML.

Infrastructure Services

The modification of the dam wall will not adversely affect the downstream residents and will not significantly affect roads, railways and other structures.

The decommissioning is a very significant civil construction exercise and is estimated at \$1.24M.

Two redundant tanks

There are two redundant reservoir tanks on either side of Murrurundi. One is on Paradise Lane, the other on Doughboy Street. The location of both tanks was chosen to suit the 1960's gravity fed pipeline from the upper Pages River. The elevation of both sites is unsuitable to be used for water distribution with the Murulla Street Reservoir around 30m higher than these locations. Both tanks are a liability with infrastructure that is decayed and in a dangerous state.

The Doughboy Street tank is situated in the center of a residential property with road access and pipe easement to Doughboy Street. The cost to remove the tank and make good the land is greater than the land would be worth. Further, it cannot be used for anything except water infrastructure. In discussion with the land owner that surrounds the tank parcel, they have offered to accept responsibility for the infrastructure in exchange for extinguishments of all easements.



Doughboy Street Redundant Tank (looking south to Murrurundi)

The Paradise Lane Reservoir is located on a parcel exercised from the adjacent rural property. It is approximately 30m x 30m and is classified as RU1. It cannot be sold as a house block and is not useful as a water asset.

It is envisaged that the parcel would be offered to the adjoining property based on accepting the infrastructure.

Infrastructure Services



Paradise Lane Reservoir looking north to Murrurundi

Consultation

There has been a range of targeted consultation on the water infrastructure over the past 9 months.

Community consultation on the future of the dam has occurred on two occasions, one being online feedback and the other a drop in session with online feedback.

The first consultation via a letterbox drop between 8 and 23 June 2023, received 35 responses with requested requests to have further consultation.

The second round of consultation occurred on 8 November 2023, a community drop in session at Murrurundi Hall. The session was attended by 36 residents, UHSC General Manager, Director Infrastructure Services and Manager Water and Sewer. The meeting discussed the risks and financial implications of keeping the dam. Feedback was invited from the community via online survey, closing in December 2023. Based on the request from Murrurundi Community Advisory Committee, the consultation period was extended to 8 March 2024.

There were 87 submissions, 7 of which attended the 8 November 2023 meeting. Responses were generally based around the categories in the following table. Most people suggested multiple categories, hence, the total percentage adds to more than 100%. Complete response submissions are provided in Attachment 3.

Reserve / Recreation / Tourism	Aerial Fire Fighting	Backup Water Supply
65%	59%	42%

This feedback has been considered and incorporated into the proposed changes. They include:

Infrastructure Services

1. Planning to make the space a recreation / tourist space area into the future through a Masterplan and seeking grant funding for works
2. Leaving the dam with sufficient water to enable aerial water bombing aircraft use
3. Maintaining other water backup sources until other better sources are identified

Additional consultation as occurred with the group of landholders which the 6km pipeline crosses through their properties. The group met with the Manager Water and Sewer and at the meeting all indicated that they were keen to maintain the pipeline for their use even if it was in their ownership.

Risk

A risk assessment has been completed for the supply of water to Murrurundi. The objective of the risk assessment is to confirm what steps are required to maintain water to Murrurundi in the event of failure. The risk assessment highlighted the time for delivery of some pump and pipeline elements. These have been purchased and are now available as immediate spares.

There are no high risk items identified for the delivery of water to Murrurundi.

OPTIONS

1. To note the report
2. Endorse option 1
3. Endorse option 2 only
4. Endorse options 2 and 3
5. Reject the report

CONSULTATION

- General Manager
- Director Infrastructure Services
- Manager Water and Sewer
- Manager Finance
- Engineer Water and Sewer Distribution
- Engineer Water and Sewer Treatment
- Project Manager

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.

- 4.1 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.

Infrastructure Services

- 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.
- 5.3 Effective financial and asset management to ensure Council's long-term sustainability.
- 5.6 Develop and maintain effective reporting systems that enable Council to measure and report on performance.
- 5.12 Provide timely and effective advocacy and leadership on key community issues and priorities.

b. Delivery Program

- Well maintained sewer network systems
- Improved effluent quality for discharge and recycling
- Elimination of discharge of fats and greases into the reticulation system
- Measure and reduce infiltration and inflow into reticulation system
- Sewerage schemes that meet licence requirements
- Ongoing approval and inspection process for trade waste management across the Shire
- Provide education around management of foreign objects (e.g. fats, greases and wipes) in to the reticulation system
- Supply and maintenance of reticulated potable and rural water supplies
- A water quality monitoring service to safeguard the public health as per NSW Health requirements
- Asset replacement and renewal program and planning
- Continued investigations into requirements to ensure that an adequate water supply can be maintained into the future
- An Integrated Water Cycle Management strategy (IWCM)

c. Other Plans

Council's Asset Management Plans.

IMPLICATIONS

a. Policy and Procedural Implications

Maintenance guidelines as identified within Service Levels, Asset Management Plans and Strategic Plans.

b. Financial Implications

The cost of option one is estimated to be \$0 for capital and \$449,000 annually.
The cost for option two is estimated to be \$1,850,000 of capital and \$160,000 annually
Without consideration of CPI or cost escalation the break-even timeframe between the two options is around 6 years

c. Legislative Implications

- Protection of the Environment Operations Act 1997
- Water Management Act 2000
- Public Health Regulation 2012

Infrastructure Services

d. Risk Implications

Currently UHSC is in breach of the Dam Safety requirements as we have not completed the 5 yearly risk assessment. UHSC has informed Dam Safety that we are progressing to a decision to either de-prescribe the dam or complete the Dam Safety document requirements. A decision is required to either progress down the path of dam de-prescription or engage a consultant and start the risk review at a cost of \$173,000.

e. Sustainability Implications

UHSC is in the process of improving the water quality to all businesses and residents to Murrurundi, Scone and Aberdeen. This will be achieved through a water filtration plant between Glenbawn Dam and users. For this and all future new assets, there is a need to dispose of non-functional assets before we can afford the new ones.

While the disposal of these assets at Murrurundi is not directly linked to any new projects, it follows the principle of disposal of redundant assets to save financial costs.

f. Other Implications

Nil

CONCLUSION

The assets at Murrurundi for delivery of the potable water supply have not been assessed for many years. With the construction of the Scone to Murrurundi Pipeline and the trigger of Dam Safety Compliance it is evident that there are significant costs to maintain a range of water assets that are not required.

This is the time to consider all assets with the potential long term saving of significant funds which will permit other necessary water infrastructure to be delivered.

ATTACHMENTS

- 1↓ Financial Analysis
- 2↓ Information on other recreational dams
- 3↓ Community Feedback - Redacted

Attachment 3 - Financial Analysis

Dam Safety NSW Compliance Cost	Frequency	Due time		Comment	Current Cost (\$)	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Yr-6	Yr-7	Yr-8	Yr-9	Yr-10	Yr-11	Yr-12
Dam Safety Management System	Annual	Every December	Internal	Internal review 1 person for 20 hours. Need to review all documents in the system	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Intermediate Inspection	Annual	Every July	External	Engaging a consultant form sydney. Travel and report required	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Annual Dams Safety Standards Report	Annual	Every March	Internal	Internal 5 hours + GM signature	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Operation and Maintenance Plan	Annual	Every August	Internal	Internal review 1 person for 20 hours.	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Emergency Plan (EP)	Annual	Routinely reviewed every January	Internal	Internal , 16 hours work	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
External Emergency Plan revised	Every 5 years	Due in January 2027	External	Engaging a consultant form sydney. Travel and report required	\$ 10,000.00	\$ 10,000.00					\$ 10,000.00						\$ 10,000.00
DSMS Annual Internal Audit				Process we have not done but is technically required ; 1 Person Two Days	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00										
External Dam Safety Training	Dam Inspection Training Annually and Comprehensive Training in Every 5 years 2 people	Due now	External	Training for two operators as inspections are weekly and each operator has leave for greatehr than one week.	\$ 5,000.00	\$ 5,000.00					\$ 5,000.00						\$ 5,000.00
External 5-Yearly Surveillance Inspection	Every 5 years	Due in July 2024	External	Engaging a consultant form sydney. Travel and report required	\$ 15,000.00	\$ 15,000.00					\$ 15,000.00						\$ 15,000.00
Dam Break and PLL Study	Every 10 Years	Revise prior to undertaking of the Risk Report			\$ 50,000.00	\$ 50,000.00											\$ 50,000.00
5 yearly assessment of societal and individual risk rating (aka = risk report)	Every 5 years	Due Now	External	Engaging a consultant from Sydney. Cost based on PW quote \$172,000 from 2023	\$ 175,000.00	\$ 175,000.00					\$ 175,000.00						\$ 175,000.00
EP Classroom Exercise and Evaluation Report	Every 3 years	Due in January 2025	Internal	1 person prepare the classroom exercise 8 hours, 4 people undertake exercise 4 hours, Complete the report 8 hours. Total 32 Hours	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00			\$ 2,000.00			\$ 2,000.00		
EP Practical Exercise and Evaluation Report	Every 5 years	Due in December 2027	External/Internal	Internal crew, LEMO, Rag, water team, road super, 6 road crew, Total 10x day = \$8000 + \$2000 Resources. Consultant \$30,000	\$ 40,000.00	\$ 40,000.00					\$ 40,000.00						\$ 40,000.00
Comprehensive Safety Review	Every 15 years	Due 2034	External	This task has not completed	\$ 25,000.00												\$ 25,000.00
Consequence Category Assessment	Every 15 years	Due in July 2034	External	This task has not completed	\$ 10,000.00												\$ 10,000.00
Field Staff daily routine Inspections	Daily	Ongoing	Internal	1 hour per day x \$70/hr, 7 days = \$500	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
Council officer system management	Daily	ongoing	Internal	3 days per month 3x7x\$100 =2100	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Total						\$ 365,600.00	\$ 68,600.00	\$ 67,100.00	\$ 69,100.00	\$ 67,100.00	\$ 312,100.00	\$ 69,100.00	\$ 67,100.00	\$ 67,100.00	\$ 69,100.00	\$ 397,100.00	\$ 67,100.00

Actual Costs from Councils
General Ledger

Operation and Maintenance Cost	16/17	17/18	18/19	19/20	20/21	21/22	22/23	Average 7Y	Average 3Y
Dams & Weirs	\$115,106	\$184,934	\$149,034	\$100,994	\$56,674	\$29,510	\$25,438	\$94,527	\$37,207
Pumping Stations	\$29,206	\$22,286	\$45,176	\$40,771	\$84,835	\$126,149	\$65,196	\$59,088	\$92,060
Water Treatment	\$50,767	\$67,078	\$143,606	\$96,137	\$102,624	\$82,326	\$57,933	\$85,782	\$80,961
Total								\$239,397	\$210,228

Operation and Maintenance Cost	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Yr-6	Yr-7	Yr-8	Yr-9	Yr-10	Yr-11	Yr-12	Yr-13	Yr-14
Dams & Weirs	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207
Water Treatment	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961
Total	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168

Asset Renewal Cost	Each event	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Yr-6	Yr-7	Yr-8	Yr-9	Yr-10	Yr-11	Yr-12	Yr-13	Yr-14
Litree Plant /Membrane Renewal	\$500,000														
Repair Lagoon Leak	\$50,000					\$50,000									
Repair feeding pipe	\$30,000				\$30,000						\$30,000				
Pumps & Electrical Replacement	\$30,000						\$30,000					\$30,000			
Total		\$0	\$0	\$0	\$30,000	\$50,000	\$30,000	\$0	\$0	\$0	\$30,000	\$30,000	\$0	\$0	

	30y Average	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Yr-6	Yr-7	Yr-8	Yr-9	Yr-10	Yr-11	Yr-12	Yr-13	Yr-14
Dam Safety NSW Compliance Cost	\$124,200	\$365,600	\$68,600	\$67,100	\$69,100	\$67,100	\$312,100	\$69,100	\$67,100	\$67,100	\$69,100	\$397,100	\$67,100	\$69,100	\$67,100
Operation and Maintenance Cost	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168
Asset Renewal Cost	\$48,667	\$0	\$0	\$0	\$30,000	\$50,000	\$30,000	\$0	\$0	\$0	\$30,000	\$30,000	\$0	\$0	
Total (todays \$)	\$291,035	\$483,768	\$186,768	\$185,268	\$217,268	\$235,268	\$460,268	\$187,268	\$185,268	\$185,268	\$217,268	\$545,268	\$185,268	\$187,268	\$185,268

Yr-13	Yr-14	Yr-15	Yr-16	Yr-17	Yr-18	Yr-19	Yr-20	Yr-21	Yr-22	Yr-23	Yr-24	Yr-25	Yr-26	Yr-27	Yr-28	Yr-29	Yr-30
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
			\$ 10,000.00					\$ 10,000.00					\$ 10,000.00				
			\$ 5,000.00					\$ 5,000.00					\$ 5,000.00				
			\$ 15,000.00					\$ 15,000.00					\$ 15,000.00				
								\$ 50,000.00									
			\$ 175,000.00					\$ 175,000.00					\$ 175,000.00				
\$ 2,000.00			\$ 2,000.00			\$ 2,000.00			\$ 2,000.00			\$ 2,000.00			\$ 2,000.00		
			\$ 40,000.00					\$ 40,000.00					\$ 40,000.00				
													\$ 25,000.00				
													\$ 10,000.00				
\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
\$ 69,100.00	\$ 67,100.00	\$ 67,100.00	\$ 314,100.00	\$ 67,100.00	\$ 67,100.00	\$ 69,100.00	\$ 67,100.00	\$ 362,100.00	\$ 69,100.00	\$ 67,100.00	\$ 67,100.00	\$ 69,100.00	\$ 347,100.00	\$ 67,100.00	\$ 69,100.00	\$ 67,100.00	\$ 67,100.00

Yr-15	Yr-16	Yr-17	Yr-18	Yr-19	Yr-20	Yr-21	Yr-22	Yr-23	Yr-24	Yr-25	Yr-26	Yr-27	Yr-28	Yr-29	Yr-30
\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207	\$37,207
\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961	\$80,961
\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168

Yr-15	Yr-16	Yr-17	Yr-18	Yr-19	Yr-20	Yr-21	Yr-22	Yr-23	Yr-24	Yr-25	Yr-26	Yr-27	Yr-28	Yr-29	Yr-30
\$500,000															\$500,000
				\$30,000									\$150,000		
	\$30,000				\$30,000						\$50,000				
\$500,000	\$30,000	\$0	\$0	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$0	\$50,000	\$0	\$150,000	\$0	\$500,000

Yr-15	Yr-16	Yr-17	Yr-18	Yr-19	Yr-20	Yr-21	Yr-22	Yr-23	Yr-24	Yr-25	Yr-26	Yr-27	Yr-28	Yr-29	Yr-30
\$67,100	\$314,100	\$67,100	\$67,100	\$69,100	\$67,100	\$362,100	\$69,100	\$67,100	\$67,100	\$69,100	\$347,100	\$67,100	\$69,100	\$67,100	\$67,100
\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168	\$118,168
\$500,000	\$30,000	\$0	\$0	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$0	\$50,000	\$0	\$150,000	\$0	\$500,000
\$685,268	\$462,268	\$185,268	\$185,268	\$217,268	\$185,268	\$510,268	\$187,268	\$185,268	\$185,268	\$187,268	\$515,268	\$185,268	\$337,268	\$185,268	\$685,268

Other Recreational Dams

There have been requests through the consultation process asking why Murrurundi Dam can't be used like other dams which are currently not used for the primary water source. These include the Old Quipoly Dam, Sheeba Dams and Manly Dam.

Old Quipoly Dam

Old Quipoly Dam is located upstream of Quipoly Dam. It is owned and operated by Liverpool Plains Shire Council and is understood to have been Qurindi's main water supply but was replaced by a larger dam 2km downstream. The dam is used primarily as a recreation space with a bird observation hut on the edge of the dam. The Old Quipoly Dam has not changed or been modified since being used as the water supply dam. It has an 8-10m high concrete cast in situ dam wall. The dam is prescribed and is required to undergo all the regulatory processes required by the Dam Safety Committee.



Image of Old Quipoly Dam



Image of Old Quipoly Dam

Sheeba Dams

There are two Sheeba Dams located in the Tamworth City Council Area, 11km to the east of Nundle. The two dams are thought to be on Crown land. Ownership could not be determined however they are not on the registered prescribed dam list. This is probably because the downstream risk to life is not great enough for this requirement.

Both dams are now used principally for recreation.



Sheeba Dams



Sheeba Dams (yellow arrows show the location of flow path under a dam break)

Manly Dam

Manly Dam is owned and operated by Sydney Water. It is located in Manly Vale and is used for recreation, not drinking water. The dam is registered as a prescribed dam under Dam Safety with several hundred houses in the downstream effects of a dam break.


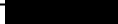
Murrurundi Dam Community Consultation - Feedback

Submission

Number The following list of submissions has been redacted where language is inappropriate and to remove personal details. Sections identifying threats to staff are highlighted red.

1	I feel the dam should be turned into a wetland to attract bird tourism. And an alternative water source established for the RFS to access in periods of bushfires in the district.
2	I would love to see this area turned into a nature area for birds and wildlife and walking trails for locals and visitors. Some seating and picnic tables would be a bonus.
3	It could be a great outcome for the town to retain the dam as an emergency water source. With severe droughts and bushfires becoming frequent, an emergency water source may save lives in the event of an emergency fire situation.
4	Now that Murrurundi doesn't use the dam for our water supplies I understand the Huge cost to maintain it so I agree with a comment made at yesterday's meeting that with the ever increasing risk of bushfires we need a water source that choppers can fill from to fight fires around our region. Therefore it should be offered to the RFS so they can maintain it & it frees council / ratepayers of the ongoing burden ..
5	The Murrurundi Reservoir must be maintained. Water is a precious resource and our community needs the reservoir as a backup to Scone and also for the high probability of a major catastrophe. Maintaining it is the only option.
6	Leave it as is, might need it in the event if bushfires and pipeline malfunction.
7	I would like the dam to be left, in case of emergencies-fires or problems with our water supply. Why would it be necessary to destroy it.
8	I think it would be good to use this asset as a nature reserve/recreation area and should be retained as a water asset in case of fire, drought and in case of any failure in our water supply.
9	Keeping a large,local water source available and maintained in a town that has a record of severe drought, let alone the town's vulnerability to bushfire(which in my opinion is quite extreme),is clearly very sensible;I cannot understand any other option being discussed. I am assuming the only reason to get rid of this valuable source of water would be as a cost cutting measure,which seems extremely short sighted to me. I recently had family caught up in the south coast bushfires-seeing how close a large town like Bega came to catastrophe made me highly aware of how much every possible resource is needed,in case of any emergency situation that arises. I am also concerned about what may occur if the current piped in water supplies are compromised,the recent fires in Scone were ultimately controlled but future such events may cause damage to infrastructure that will leave the Murrurundi area without essential resources. In conclusion,I strongly believe that the local dam needs to be kept for the safety of murrurundi and all of its residents.
10	As a past resident of Murrurundi I cannot believe that UHSC is even contemplating closing & draining the existing dam.. What happens if a pump breaks down or something similar.. No water from Glenbawn.. Wake up to yourselves UHSC .. I think the writing is on the wall for you..
11	Please keep the dam in good order to be used as a water source in case of fire or water shortage in the town
12	Make this a sanctuary for wildlife
13	It would be advantageous to keep the dam for a water source in case of bushfires. Or stock it with fish get the men's shed to build some outdoor seating n turn it into a tourist attraction.
14	Please don't remove Dan as it is yet another resource if we have more water or fire emergencies. Please consider making it into a recreational facility for the community and tourists. Murrurundi is a popular spot that the " Grey Nomad" community stops at and often stay. It is therefore yet another attraction to the upper hunter area.
15	Leave the dam in place. We will likely need it sometime in the future. Getting rid of it in a warming planet seems illogical.
16	The dam should be kept. It could be used as an emergency water source in bush fires, it would be a lovely spot for a housing development with it as the centre feature. What happens if there is a failure in the existing pipeline?
17	I would like to see the dam used as a recreational/ tourist destination
18	In a place where droughts are inevitable, keeping and maintaining a town dam is plain common sense.
19	I believe the dam should be retained especially as a resource of water if there were fires where else would there be water available if needed locally I

20	Please keep the dam for recreational use and as an emergency fire fighting supply. With a bit of thought put into it, I'm sure council could stock the dam with edible fish, put a simple gravel walking track around the perimeter and perhaps a section where the access is shallow could have a sand 'beach' for kids. We could even have a canoe/kayak hire set up by some enterprising person. Think of Murrurundi and not just Scone. We are also part of Upper Hunter Shire.
21	Wildlife / bird sanctuary.
22	The Dam should be kept for recreational fisherpersons and in the bushfire season could be a source of water for fires. Scone and Aberdeen have Glenbawn dam why not Murrurundi have a source of water to protect the town and surrounds.
23	Would be nice to see it remain as backup especially if there are going to be fires around. What happens something goes wrong with scone pipe line? Dam would be a good backup
24	Stock it with some fish, so people can go fish, kayaking, swimming etc. Turn it into something positive, so people can go there, and if they are from out of town, they stop. Good for the town, good for tourism and good for local businesses.
25	Leave it be! Remember how droughts affect everything!!
26	You just had fires in scone? What if that happens here we need the dam for water incase it's not hurting anyone leave it stop changing things!
27	As a Murrurundi resident, I feel our dam should be retained for recreational purposes. It's also a valuable resource for backup water supply if needed, especially for fire fighting purposes.
28	With Stage 6 water restrictions fresh in our minds, the new water supply is not fail safe. Having a backup resource is a no-brainer, even if for recreational and fire fighting only. Water is one of the most valuable resources in our country. It would be a foolish decision by council to abolish this resource. It protects wildlife, birdlife and sustains flora and fauna.
29	I absolutely don't want the old dam to go. Which ever way you look at it, water is precious... the area should be preserved as a recreational area just as the Quipolly dam, Quirindi ,has been.
30	I feel the water supply and infrastructure should remain in place but not utilised to save cost on chemical etc. There will be another drought and glenbawn will get low. It could be the best drought proofing we can have all that can be added is a fountain or something to maintain aerated water. If not for that it could still remain as a parklands where the water is still fed from up the river and continues to flow and flow over back into the river via the gully. The parkland can be good for water birds and marine life especially in dry times. It would be another attraction for Murrurundi and a reason for people to stop in. It's also a good water source for fire fighting and can be used by both choppers and tankers rather than use town water.
31	I wish the dam to be kept as a part of Murrurundi's safety plan for local fires and surrounding villages use.
32	The dam needs to be kept - I want to see what this dry spell does first before going any further. I fear we may need it yet and yes I know about the pipeline- til there is a problem with said pipeline and the town is back on level 6 water restrictions again. It could be used to water the golf course if only we could get the money to set it up, It probably could be used to water / do a list of things. Trust this Scone centric council to want to destroy it.
33	When there is a FULL water treatment plant in Scone this may be a consideration. Until such time as a accurate cost analysts can be completed showing a full breakdown of costs between pumping water from Scone to Murrurundi can be shown compared to running off the Dam, the Dam will be staying where it is & be there for fire fighting, back up water supply, [REDACTED] . What is the cost of Decommissioning????(\$1M or more???) A town with 2 water sources is always better than a town with only 1...
34	The dam is a community asset that needs to be kept. It is vital if there is drought and bushfires and is a space that could be enhanced through community grants to provide an ecologically friendly space and nature reserve for our native birds and animals as well as a beautiful community area.
35	The Dam could be utilised as a reserve body of water for firefighting, wetlands or a native wildlife reserve. This is a public area that would become a major tourist attraction and recreational area for locals, similar to Paradise Park. The benefits would not just be for the public, but would also attract wildlife especially birds. This unique opportunity to utilise a dam, has been adopted in other local government areas e.g. Manly Dam. This is a unique recreational area and wildlife habitat. Fire is becoming an increasing danger to our LGA and reserves of water will become an essential tool for fighting fires and protecting our community. Drought and climate change is another reason why a Dam would provide a valuable resource to protect our community. I trust Council will urgently consider utilising the Dam for the above mentioned purposes.
36	With the ongoing threat of dry weather (drought) and bush fires it is beyond me why it would even be considered to remove a water resource that could aid in the protection of homes during bush fires and also supply water to the town in the event of severe drought, we've been through it when Murrurundi ran out of water in 2019. Water security has been a Major concern for Australia, especially in recent years. Hopefully commonsense prevails and the dam stays put!!
37	I would love to see this dam remain open as a recreational reserve for both our community and as a tourist destination.The wetlands and surround bush would provide a beautiful habitat for native flea and fauna to flourish

38	I would like the to see that the dam in Murrurundi still be in use and not closed. In recent history water security has been such an issue for our town. Keeping the damn gives us security in case of fire or if there is damage to the pipeline from glenbawn damn. It would be.nice to see the damn turned into a social space nature park. As other councils have done and use it as a community asset. You could I Even turn it into a campaign water actives nature reserve. The most important thing is not decommission it!
39	The Murrurundi dam should be turned into a multipurpose water play area for locals to use.
40	Retain the dam 1. fire fighting water 2. wetlands and picnic area 3. critical to retain existing assets in case they are needed in the future 4. numerous examples of other councils retaining water storage infrastructure that is no longer used for domestic water supply
41	The dam is best to be kept for fire fighting water and recreation. Common sense. It is an asset to our town and sould not be destroyed.
42	Many thanks for extending the deadline on this subject....greatly appreciated by all of us who were unable to contribute due to the technical hiccup. The Murrurundi Dam has been and can continue to be an asset to the local and wider area of the Upper Hunter....albeit in a different way going forward. 1). Retaining the dam at as constant a high level as possible would be an extraordinary asset for the fire fighters when necessary. This would in turn be a huge asset for the local in habitants....human , flora and fauna, during such emergency and hugely threatening situations. 2). The all year round benefit as a wetlands for the wildlife would be incalculable. 3). The ability for both council and locals to work hand in hand maintaining the area, planting local species, keeping vegetation under control is a win/win situation. 4). There would need to be a careful eye kept on the excesses of some wild species The rampant deer and pigs would need to be fenced out, ramps installed to hinder their entrance to the wetlands area. 5). My suggestion would be for the lake NOT to be for boat use, but to attempt to keep it as rubbish free as possible, keep the water as pure as possible and thus attractive to the aquatic, air and land wildlife. 6). Ideas are endless I know....but it all boils down to putting back as much as possible, 'regrowth' in the broader sense of it's meaning. We've removed so much over the centuries....not always for good reason....if we could replace and 'grow' the wetlands, we'd be attracting more tourism to the area also.....an ongoing kick to the local economy in every way. I'd be very grateful to be kept up to date with the discussions regarding this subject.
43	Kind regards  I support the proposal below.  Proposal for Murrurundi's old water supply dam. The Murrurundi Dam water supply is no longer needed as potable water supply. I offer the following as an alternate us for the community site to be available to residents and visitors as a nature reserve. 1/ Remove unwanted infrastructure 2/ Only retain the gravity feed water system (pipe) from the upper reaches if the Page River to allow possible dam top up. 3/ Maintain dam water level as it is ...Class High C 4/ Retain high (deer proof) boundary fence as security for future plantings. 5/ Plant native aquatic species on the edge of the water line 6/ Plant out selected areas of the reserve for planting local species, in particular the Eucalyptus Conjuncta which is only found in Murrurundi, no where else in Australia 7/ Create an entry system off a gravel carpark area that restricts vermin from entering 8/ Vegetation to be assisted in its establishment by the Pages River Warriors and any willing residents 9/ Council to maintain the site's vegetation at similar level to current status. 10/ Indicate to the Rural Fire Service that the dam is available for emergency use. This is a broad picture of the dams future use. Fine tuning is needed to make it useful, attractive and manageable.
44	I'm in agreement with having a dam in murrurundi.

45

Proposal for Murrurundi's old water supply dam.
 The Murrurundi Dam water supply is no longer needed as potable water supply.
 I offer the following as an alternate use for the community site to be available to residents and visitors as a nature reserve.

- 1/Remove unwanted infrastructure
- 2/Only retain the gravity feed water system (pipe) from the upper reaches of the Page River to allow possible dam top up.
- 3/Maintain dam water level as it is ...Class High C
- 4/Retain high (deer proof) boundary fence as security for future plantings.
- 5/Plant native aquatic species on the edge of the water line
- 6/Plant out selected areas of the reserve for planting local species, in particular the Eucalyptus Conjuncta which is only found in Murrurundi, no where else in Australia
- 7/Create an entry system off a gravel carpark area that restricts vermin from entering
- 8/Vegetation to be assisted in its establishment by the Pages River Warriors and any willing residents
- 9/Council to maintain the site's vegetation at similar level to current status.
- 10/Indicate to the Rural Fire Service that the dam is available for emergency use.

This is a broad picture of the dam's future use. Fine tuning is needed to make it useful, attractive and manageable.

46

I believe the Murrurundi Dam is an asset that belongs to the town and could become another passive attraction for us.
 My proposal for Murrurundi's old water supply dam is as follows:
 As the Murrurundi Dam water supply is no longer needed as potable water supply, I offer the following as alternative uses for this community site to be available to residents and visitors as a nature reserve.

- 1/ Remove unnecessary infrastructure
- 2/ Maintain dam water level as it is ...Class High C
- 3/ Retain high (deer proof) boundary fence as security for future plantings.
- 4/ Plant native aquatic species on the edge of the water line
- 5/ Plant out selected areas of the reserve for planting local species, in particular the Eucalyptus Conjuncta which is only found in Murrurundi, no where else in Australia
- 6/ Stock the dam with native fresh water fish that will become a place for residents and visitors to fish from in future when fish populations are established
- 7/ Vegetation to be assisted in its establishment by the Pages River Warriors and any willing residents
- 8/ Council to maintain the site's vegetation at similar level to current status.
- 9/ Indicate to the Rural Fire Service that the dam is available for emergency use.

This is a broad picture of the dam's future use. Fine tuning is needed to make it useful, attractive and manageable.

47

I believe that the development of a nature reserve! Botanical garden, featuring native species, at the current Dam site would be a wonderful asset to our town that would positively impact tourism. I would like to see a free camping area, close to the site that may encourage tourists to stay a while. A botanical garden/ nature reserve would assist the reputation of the area and secure the future of the dam as we no longer require portable water.

48

The Murrurundi community have shown their ability to achieve projects and come together when given the task to come up with a solution. During the drought, many community initiatives were started by the community and then picked up by council. The Murrurundi Dam is an opportunity to seek out what opportunities lay with that asset. I recently tagged council in a media clip that showed what a wonderful creation a Brisbane council had worked with their community and a landscaper over four. To create an amazing environmental local water, active precinct with an opportunity to have a look at these examples and others because they exist, although council said they did not I feel we could then make a better financial and long-term decision for both the council and our community. This damn decommissioning all repurposing should've been a discussion some four years ago after the drought when it was obvious that the pipeline was in progress and we would've been able to possibly do further investigations into what opportunities lay or what other issues and reasons we should adapt a decommissioning strategy, but the community is right to feel that it was not consulted and it is a last-minute knee-jerk reaction from council driven by the ongoing financial mismanagement.

49

Please leave as a park for the locals and travellers to enjoy. Toilets and bbq would be great.

50

I have read, totally agree with, and therefore support [REDACTED] submission about the proposed changes to the Murrurundi dam. This is a huge asset to the town. I would be a willing volunteer in planting the area out with natives etc. Please, please don't let this potentially beautiful area and tourist attraction be let go to waste.

51

Hi I've been visiting your area for years and understand the issues of living through potential bush fire summers, as I also experience the same issues in my home town. My property was in the direct line of fire and had it not been for the planes water bombing my property I wouldn't still be here today. The dam needs to remain as is at the very least for a fire fighting resource. It would be ideal to make this a park land area and that wouldn't take much funding to make happen. To lose such a valuable water resource given the current climate would be ridiculous.

Regards
 [REDACTED]

- I have previously provided feedback on this issue. However, after reading some of the comments made on facebook about the Murrurundi dam I feel compelled to add some more comments.
One person has suggested that the dam remain & be used for WATER BOMBING PLANES to fill up in the event of a bushfire. Clearly, this person either has no idea of the location of the dam or the requirements by water bombing aircraft for approach, length of water source etc in order fly in and scoop up water.
I also doubt that water bombing helicopters are going to bypass farm dams to fly to Murrurundi Dam to fill their buckets as the extra flight time would ultimately reduce the amount of airtime to fight the fire before having to return to base to refuel.
- 52 A number of people seem to think the dam is a natural water source ie water doesn't need to be pumped from the river in order to maintain any satisfactory level in the dam.
Those people who have obviously arrived in Murrurundi since the drought when water had to be carted to town, are suggesting that the dam should be maintained in case there is a problem with the pipeline. With the current water level in pages River, I am not sure where they expect the water to come from.
If the Council is still pumping from the river into the dam, perhaps you should STOP so that people can see that if there is no water being pumped into the dam it will just dry up and what little water is left in the river will help sustain the wildlife which call the river home.
Regards
[REDACTED]
- 53 plant native trees and plants,a few picnic tables.maybe a bbq area and it would be great for families to spend time together,it should not be wasted but put to good use for the town and its residents.
- 54 Good afternoon I am writing to express my thoughts on the Murrurundi dam. I believe that the dam Can and should be maintained as a backup supply and public use area, the possibilities are limitless. This would be a fantastic opportunity to create public space such as walking/riding track, parklands with bbq facilities, play grounds and the possibility of some commercial space as well, small boat hire or Aqua golf. In closing we have an opportunity to value add to the Murrurundi township area and to simply demolish the dam would be short sighted and wasteful.
Thanking you.
[REDACTED]
- 55 100% the Shire should keep the dam. As mentioned by others, it would be invaluable in a fire situation like the one Scone had recently.
It would be a good back up if a black out was to occur.
It would be a good back up if the supply line failed.
It would be a good back up if Glenbawn Dam had an algae bloom.
It would be a good back up in drought.
The Council could use it to reticulate roof run off and use it in parks, similar to Adelaide, then run it back down the streets for garden use.
It's an asset the Council should keep regardless of the cost.
- 56 This is an opportunity for the council to develop a wetland area. Declassify it so it isn't recognised as a dam. There are quite a lot of plants and wildlife that rely on this area, including very large trees. There is potential to make this a lovely area.
- 57 Murrurundi & surrounding community needs the dam . Never say Never , use the dam again . History go in cycles .
- 58 Seems silly to be getting rid of a wonderful water reservoir in an increasingly hot dry world. I would like to see the Murrurundi Dam retained as a nature reserve - for native flora and fauna. The water would also be a valuable resource in the case of a bushfire.
- 59 It would be ridiculous to get rid of our dam. It's already there if there's a bushfire.
Why can't it be turned into a water attraction so locals can go swimming or make a picnic area? It'd be beautiful in all seasons.
Please don't get rid of it.
- 60 Stop spending Murrurundi rate payers money in Scone. Its about time it was spent here in Murrurundi. Keeping the dam, stocking it with some fish, and letting non motorised canoeing etc take place. An area for tourists to camp, bringing business into the town, instead of it all having to close down. Not one person in Murrurundi wants the dam closed. It's time council woke up, stopped being selfish and listened.
- 61 As a community our desire is to preserve the dam as an attraction for visitors and locals alike. It is difficult enough for a small country town to entice commerce to the area. An attraction that included cycle ways, walking trails, picnic grounds and a restored natural ecosystem in the dam would provide employment as well as enjoyment for the town and visitors. Please invest in us. We need all the support you can offer. Don't shut down potential income for this town
- 62 The Dam should be left as a water source for the town in case of bushfire emergency. The cost to keep it running as a drinking water source (or that it could be started up again) in case of pipeline failure/breakdown, I am not aware of, but would like to see the figures. Maximum water should be held in the dam.
Water is a precious resource [REDACTED].
- 63 Donate it to the fire department. Then it wont be the councils worry, but it will be there when the fire dept needs it. And the RFS can take on the maintenance cost.
- 64 If this is a money saving exercise. STOP wasting money in the Main Street of Scone, the Airport and the Saleyards. Maybe some people in Management should also take a pay cut!!!
Water is needed for all life to live!!!
Quite obvious to see no one from management lives in Murrurundi.
Maybe you should talk to the bushfire fighters on the ground, not the ones laying about in the office.

This is just a weak dog act by a weak dog [REDACTED]
- 65 What happens if there is a major power outage have you got enough generators ready to run all the pumps to supply water plus still operate all the sewer pumps in Scone, Aberdeen, Murrurundi, Wingen???
- The dam is a great water source with over 12 months supply with no water going into it..
For the sake of the town the security against bushfires, having 2 sources of water is way better than sole reliance on one.

I don't know how people could even think of getting rid of a resource like this.

66	<p>Why would you even consider doing this, what an absolute joke, taking a water source away from a town. Leave the Dam alone save money by getting rid of some time waster who sit in the Scone office on too much money and come up with absolutely ridiculous ideas to make themselves look good.</p>
67	<p>Why get rid of a source of water that has been there for the past 41 years. Only a person on a personal power trip with an unrealistic ego would even come up with an idea like this. Supply Murrurundi with water from local dam would have to be cheaper than pumping numerous times to get water here. If the town ever runs out of water from a single source will the manager come and apologise to every household in Murrurundi that is hooked up to water supply by knocking on every door and take the verbal and physical abuse that you are going to cop, because I know you won't walk off my property!!!</p>
68	<p>If you would like to save money have a ██████ good clean out in the office and get rid of all the lazy ██████ that are paid way too much. The dam needs to stay as a backup water supply or make it the main water supply, and Scone line the backup. This should not even be up for discussion the dam needs to stay full of water for a water supply and bushfire purposes.</p>
69	<p>If the reservoir is no longer required for potable water then decommissioning and adaptive re-use of the way forward. A possible re-use option is conversion to a public sculpture park, very much in keeping with Murrurundi's reputation as an art town.</p>
70	<p>Believe community would benefit from dam remaining.</p>
71	<p>1. Water is a valuable commodity and would be crucial if a bushfire occurred, allowing fire fighting airplanes to use the water in the dam. 2. Recreational use: a grant would make it possible to use this resource for the benefit of our community. It could be maintained by Council with help of volunteers, at minimal cost.</p>
72	<p>I am writing as a concerned resident of Murrurundi. Concerned that the Murrurundi Dam could be decommissioned as a result of the towns water now being supplied from Glenbawn Dam. During serious periods of drought, the Glenbawn dam can be challenged to provide an adequate water supply to each of the towns that depend upon it. I understand that the newly installed tanks are never full, the Murrurundi Village has only approximately a week's water supply, as a backup. The obvious advantage of leaving the decommissioned dam in place is as a water supply in the case of fires. The helicopters will not be required to travel a considerable distance to fill up on water. I am suggesting that the best solution would be to "lock the gate" for a year and allow nature to take over. The bird life, which is already abundant on the dam, would likely take over. Purposing the area as a bird sanctuary would be at a very low cost to the council and would provide our village with an interesting bird watching place in nature. I would also suggest that it would be wise to make a decision on the Dam along with The Regional Drought Resilience Planning Program. They tell us that they are using "Evidenced based strategy" to build resilience. Surely the decommissioned dam / bird sanctuary would provide an immediate water resource when required, in an area where, during a drought, a large body of water is not readily available.</p>
73	<p>Why get rid of a valuable resource. WATER IS LIFE!!! Anyone who would ever think of doing this needs to get their head read and come live in the real world. LEAVE the dam as a backup water source for Murrurundi supply as well as bushfire protection. How many towns around Australia have actually got 2 reliable sources of water???? How many places have ever done away with a dam???</p>
74	<p>Who in their right mind would get rid of a water source, Do you not know where we live?? Australia one of the driest countries in the world!!! I know of places all over Australia that would kill to have a resource like this in their town or district. Leave the dam the way it is !!! I take it none you do good managers live in the town. What happens if Glenbawn Dam fails or has a major chemical spill / fish kill?? Yeah once again Murrurundi is left without water, then management just wipes their hands of it and leaves so they don't have to deal with it. Just like MR358 who is left from management of that project?? That's right they all bailed out before they had to deal with it... Not Happening Here The Dam Stays Where It Is The Way It Is!!!!!!!</p>
75	<p>What have you been drinking/ smoking to come up with an idea to get rid of a water supply. The Dam is an iconic part of Murrurundi it needs to stay as a water source it has been a great source for the past 40 years. I can't believe that it costs that much to maintain, I think these figures have been doctored to look bad.. I would like to see the actual costs, not the doctored ones and let the community see....</p>
76	<p>Who do you even think you are to consider getting rid of a water supply. Only an over educated dope with no knowledge or practical experience would even consider this. The dam needs to stay as a water supply and that's all that needs to be said about it!!!! Bushfires are becoming more frequent and severe I would rather have a dam in close proximity to town than have to wait for water from Glenbawn if my property was on fire. Quite obvious to see no one making these decisions live here in this town... The town has already been decimated by Amalgamation, loss of jobs, loss of services, can't even mow a footpath now, now wanting to take a water supply. There's pretty much nothing left so why take something else and completely stuff the entire town.</p>
77	<p>There have been suggestions to keep the Murrurundi town reservoir as a wild life sanctuary. I totally support this as it already is to quite an extent. Numerous ducks, waterfowl and black swans already use it as such! I see and hear them on a daily basis. A potential passive tourist attraction? bird groups exist in Singleton / Cessnock I believe who would possibly be interested. The Rural Fire Service in Qurindi need to be contacted as to keeping it as a backup in case of fires. The correct department has not been consulted. The helicopter wing of the RFS is the one to speak to I've been told. (Aviation operations?) The amounts of money spoken of to decommission or upkeep the dam at the 8 December 2023 meeting have yet to be verified and explained, or justified? Furthermore, the water situation relying on the Glenbawn dam is not sufficient. The new tank cannot be filled to capacity as the town's pipes are very old and cannot withstand the pressure??? And. Glenbawn dam itself was down to only 37% at the worst of the previous drought? Does the council have a backup plan if this happens again? Or, gets even lower? I believe some one at the December meeting made a suggestion to just lock the gates and let it sit for a year! I support this idea. Re-wilding?</p>

78

1. The method of consultation on this issue has been inadequate. There was one public meeting, with little notice, and poorly advertised. While the timeframe for input was extended, there is no information on the Upper Hunter Shire Council website. I have not received a reply to my request for a copy of the presentation used at that meeting or any other information. This information should be freely and easily available to ratepayers. I am basing my submission on what I've been told by people who were at the meeting.
2. "Public" consultation by means of a computer-generated form is a very limited method. We have an older population, many of whom are not confident with computers. Why not ask the school kids to develop something? Why not have workshops in the hall? Why not have a board in the library, visitor information centre, youth centre and other public places where people can add their thoughts? There needs to be more imagination and thoughtfulness in communicating with the community.
3. Does Council have a plan for recreation (local) and tourism (residents from further afield)? The future of the dam should be part of a bigger picture.
4. We have very little in the way of passive recreation in the Murrurundi district. Paradise Park is only accessible to reasonably fit and agile people. There are no nice places to sit along the Pages River which could be an asset to the town.
5. The dam should be maintained as a lake. The surroundings could be beautified, with bench seats, picnic tables and shade trees.
6. Water safety concerns can be addressed by looking at what is done elsewhere. A study tour is not required.
7. There is considerable information available about natural water treatment systems using water plants, amphibians and fish. Additional treatment is not required.
8. A shared bike path/walking path should be constructed away from the highway. This should be accessible for wheelchairs, electric scooters, walking frames as well as more active forms of mobility.
9. The hill with the old highway could be developed as a combination of mountain bike tracks and walking tracks. The billy cart race could be reinstated. While every town doesn't need a mountain bike complex, the steep hills of the Liverpool Range lend themselves to this sort of use, and are well placed close to the town.
10. Council should apply for state and federal government funding for this.
11. I understand Council has invested in a very expensive study on future maintenance and decommissioning of the dam. Why was this done before the public consultation? This suggests a predetermined position. The funds would have been better used to improve the dam safety.

79

Council are getting feedback/ideas from residents re the Drought Resilience Plan.

While suggesting we stop maintaining our dam as a water source for the town because it costs too much. Relying on the pipeline from Scone is short sighted. Never was it mentioned when the pipe line was discussed that Council would stop maintaining our dam. What happens if we have a bushfire. What happens if storms knock out supply in Scone & we have no water coming thru to Murrurundi. Does Council think 24hrs water supply in the reservoir will be sufficient. Murrurundi area is not under Energy Australia. Our electricity supply comes from the main line down from Tamworth. Council needs to think of all situations we might find ourselves in, in regards to water, drought, damage to pipeline, storms. This should not be a cost cutting exercise at the expense of the residents of Murrurundi & surrounds

80

The Dam needs to stay as a water supply, haven't you heard of redundancy and backup water supplies??? There is also a need for bushfire fighting. The community feels very strongly that Council doesn't care about Murrurundi, it seems all the money spent and focus is on Scone, now the bypass is in there needs to be more focus on Murrurundi as this is the spot where everyone is now stopping on their travels.

81

Back in 1982 the Murrurundi Shire Council was trying to solve the water issues in the town. They approached Mrs [REDACTED] about building a water supply dam they needed land. Mrs [REDACTED] donated a block of land to Council to construct the dam, on the provision that it was to supply town water IF this was ever to be done away with the agreement was that all infrastructure be removed and the land be put back into the original state and handed back to the family..

So therefore if the dam is decommissioned all pumps, pipe work and dam wall must be put back to original state and returned to the [REDACTED] family.

82

I have been talking with [REDACTED] property management who owns [REDACTED] Dam how come the cost for the dam safety on this dam is less than half the cost of Murrurundi Dam. I think that these prices have been blown out of proportion to sound bad so the community has no choice.

83

I would like UHSC to explore possibilities of alternative uses for the former Murrurundi water supply dam - RATHER than demolish it.

Think green, think environmental, think good for the community, think long term benefits (not necessarily financial) rather than short term benefits (only financial).

Please consider all suggestions, use some PMI's or SWOT analysis type of thinking. How much better would it be to have the community with you than against you??

84

I would like to see another 2 meetings held with the community about this. It seems to me that this one one person making a decision that affects the whole town of 700 people. Leave the Dam alone, quite obvious the people making these decisions don't live in the town.

The Dam needs to stay as a back up water supply, bushfire fighting, are of the highest priority.

If the residents find out that you have already ordered for testing of the water to be released to the river I am sure they will have something to say about it.

If the water is released [REDACTED] must make sure that all fish, eels, turtles, shrimp are taken to another water source and survive, if any die [REDACTED]!

I have found out that the land where the dam is located was donated to Murrurundi Shire to construct the dam if there is no longer a dam there all infrastructure must be removed and the land returned to its natural state and given back to the family who donated it in the first place.

If you think by dropping the water level to below 1 metre in depth means Council doesn't have to complete the dam safety requirements, this is incorrect as it still has the potential to hold water of more than 1 metre so therefore the Dam Safety Requirements must be met.

85

[REDACTED]. Also brought up was even if the dam is empty while ever the dam has the capacity to hold water it is classified as a dam.

Talking with operators at [REDACTED] who operates [REDACTED] Dam their costs for Dam Safety are a lot less than what the [REDACTED] No figures were on a slide in the community consultation [REDACTED]

If Council were to spend money and get the Water Treatment Plant running in Murrurundi the quality of the water is better than the current Scone water, but they don't want to spend money on it.

Having 2 water sources is always better than 1!

Going on about saving money, Pumping water from the Pages river or taking it in via gravity to the dam then pumping the water to the reservoir will always be cheaper than pumping water 5 times to get water from Glenbawn.

Keep the dam full install a solar water pump with a water wheel hooked to a turbine to produce Power then sell it back to the grid to make money would be another idea, all this can be done while still supplying water to the town form this resource.

86

Murrurundi Dam is a community asset whose value reaches beyond drinking water. Council has the view that, now the pipeline to Lake Glenbawn is operational, the town has no need of the dam. Yet the new tanks can never be full due to the state of the pipes in town. And Lake Glenbawn cannot be depended upon to remain full enough. (When we first moved to Murrurundi, Lake Glenbawn was down to 37%). Council also asserts that the ongoing cost of maintaining the dam is prohibitive without providing any justification of the ongoing costs. For instance, council representatives claimed that an annual engineer's report is required at great cost, although the Dam Act Regulations only specify that a Consequence Category Assessment be done by a qualified person every 15 years (which, I note, Council did in 2019 with the next one scheduled in 2034). Council maintains that the dam is not needed for bush fire fighting as there is a spigot at Rosedale that residents can use to fill up fire fighting trailers. This is both disingenuous and insulting. Council also claims that the RFS does not care if the dam is drained. This is not credible. UHSC is now a party to the development of a multi-council Drought Resilience Plan which the Mayor states will place "community needs at the forefront". It is contrary to intent of this report to decommission the dam before the findings of this report is completed. There are uses for this asset aside from drinking water. Is it not possible for Council to consider other options, such as wetlands for a bird sanctuary, which would bring tourists to town? Council must leave the dam as is until proper consideration is given to all other options.

87

I am a resident of Murrurundi and I am concerned that the Murrurundi dam could be decommissioned. Our water supply is now pumped from Glenbawn Dam. If the pump or any of the pipes are damaged, be it from fire or flood, and in the case of a long drought, where would we get our water?

I therefore submit the following points for not decommissioning the dam:-

- *The dam at present serves as a water supply to refill in the case of a bushfire, a very important point.
- *In periods of drought how would Murrurundi fare in the water available.
I understand Glenbawn can get down to 37% in worst drought.
- * I understand it would cost large amounts to both decommission and upkeep the dam. What makes up these figures and where is council finding the money?
- * I would think that ideally this could be turned into a bird and small wildlife sanctuary - there is already an abundance of birdlife. Small native animals would also thrive. Close the gate and leave it for twelve months - rewilding is what would happen. Very upkeep would be required. Native sanctuary would be a passive tourist attraction for the town.
- * The Drought Resilience Report would surely feature the dam as to its future as an "evidence based strategy" to build resilience.

Environmental & Community Services

NOTICES OF MOTION

NM.04.1

NOTICE OF MOTION - FUNDING FOR RENEWABLE ENERGY ASSESSMENTS

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Mathew Pringle - Director Environmental & Community Services

The following notice of motion has been received from Cr Adam Williamson.

MOTION

That Council write a letter to the NSW Minister for Energy, EnergyCo and the EnergyCo Advisory Committee (EAC) seeking funding to support Council in the assessment of renewable energy projects, responding to consultation processes and undertaking planning arising from the roll out of the Central-West Orana, Hunter and New England Renewable Energy Zones (REZs).

RATIONALE

The Upper Hunter Shire Local Government Area (LGA) is partly within both the Central-West Orana Renewable Energy Zone (REZ) and the Hunter-Central Coast REZ and is home to at least five (5) approved or proposed State Significant renewable energy projects. The LGA will also host the proposed transmission infrastructure required to service the Central-West Orana REZ, the Hunter-Central Coast REZ and the New England REZ and contains the major road transport corridors to each REZ. Whilst these projects will bring many benefits to the Upper Hunter Shire LGA they will also have a range of impacts on the community in relation to traffic generation, local amenity, workforce accommodation and essential services (health care, emergency services).

Council staff are increasingly spending time engaging with developers of renewable energy projects and reviewing renewable energy proposals within each REZ that will potentially impact the communities of the Upper Hunter Shire LGA. Strategic planning is also being undertaken by Council to guide and support the development of renewable energy projects and associated developments and manage their impacts on the community.

Council is aware that a number of Councils within the Central-West Orana and New England Renewable Energy Zones as well as a neighbouring Council are, or will be, receiving \$250,000 per year from EnergyCo to plan for their communities' futures as part of the renewable energy transition. Given that the Upper Hunter Shire LGA will support the delivery of the Central-West Orana, Hunter and New England REZs, it is only fair that Upper Hunter Shire Council receive the same funding afforded to other Councils in the region.

STAFF COMMENT

The General Manager and Director Environmental & Community Services have previously made representations to EnergyCo in relation to this matter. In response to a recent enquiry from the General Manager regarding the rationale for the financial support provided to some Councils and not others, EnergyCo advised that Councils that are substantially situated within a renewable energy zone are subject to the funding agreements and only three Councils in the Central-West Orana REZ are subject to the agreements to date. Despite this advice, it is understood that a neighbouring Council outside the REZ will also be receiving financial support from EnergyCo along with six other Councils involved in the delivery of the New England REZ.



Environmental & Community Services

CONFIDENTIAL REPORTS

CR.04.1 *REPLACEMENT OF SHOP AWNING - 20 BRANKSOME STREET, CASSILIS*

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Mathew Pringle - Director Environmental & Community Services

This matter is considered to be confidential under Section 10A(2) (b)(g) of the Local Government Act, as it deals with the personal hardship of any resident or ratepayer; AND advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

PURPOSE

The purpose of this report is to consider a draft agreement with the owner of 20 Branksome Street, Cassilis to allow Council to undertake awning repair works and recover the cost of the works.



Environmental & Community Services

CR.04.2

COMMERCIAL BUSINESS PROPOSAL

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Mathew Pringle - Director Environmental & Community Services

This matter is considered to be confidential under Section 10A(2)(c)(d)(i) 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; AND commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it.

PURPOSE

The purpose of this report is to provide Council with an update on the commercial business proposal considered at the February 2024 Council meeting.



Environmental & Community Services

CR.04.3

***ACQUISITION OF LAND FOR COMMUNITY RECREATION
PURPOSES***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Mathew Pringle - Director Environmental & Community Services

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.

PURPOSE

The purpose of this report is to consider a letter of offer from Transport for NSW in relation to the sale of Lots 4 and 5 DP1228077 and Lot 6 in Section 4 DP758898 (22 Kingdon Street, Scone) to Council.