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# Council Meeting Agenda

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31 October 2022 at 5.00pm



*Rockpools, Towarri National Park*



To All Councillors

*You are hereby notified that the next meeting of the Upper Hunter Shire Council will be held on Monday, 31 October 2022 in the COUNCIL CHAMBERS commencing at 5.00PM, for the purpose of transacting the undermentioned business.*

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

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

**GREG MCDONALD  
GENERAL MANAGER**

1. PRAYER

2. ACKNOWLEDGEMENT OF COUNTRY

3. STATEMENT OF ETHICAL OBLIGATIONS

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

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

4. APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK

5. APOLOGIES / APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS

Cr Abbott is on leave of absence to 15 November 2022.

6. PUBLIC PARTICIPATION

7. CONFIRMATION OF MINUTES

Ordinary Council Meeting held on 26 September 2022

8. DISCLOSURES OF INTEREST

9. PRESENTATION OF LONG SERVICE AWARDS TO COUNCILLORS

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This report will be provided as a late report following the Federal Budget announcement	

**MINUTES OF THE ORDINARY MEETING OF UPPER HUNTER SHIRE COUNCIL HELD ON MONDAY 26 SEPTEMBER 2022 IN THE COUNCIL CHAMBERS 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.

**IN ATTENDANCE:**

Mr Greg McDonald (General Manager), Mr Kristian Enevoldson (Director Corporate & Community Services), Mr Mathew Pringle (Director Planning & Infrastructure Services), Mrs Amanda Catzikiris (Manager Community Services), Mrs Claire Killeen (Communications) and Mrs Karen Lee (Governance & Executive Support Officer).

**APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK:**

Izabella McFadden – Public Participation

**PRAYER**

**ACKNOWLEDGEMENT OF COUNTRY**

**STATEMENT OF ETHICAL OBLIGATIONS**

**APOLOGIES / APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS:**

**RESOLVED**

1. that the leaves of absence for Cr Flaherty and Cr Abbott be noted.
2. that the leave of absence for Cr A Williamson be noted between 7 to 26 October 2022.

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

**RESOLVED that Council suspend standing orders to deal with the following items before Public Participation**

- A09.1 Minute Silence for Her Majesty the Queen;
- A09.2 Mayor for a Day;
- F.09.1 Referral of Draft Annual Statements for the Year Ended 30 June 2022 for the Conduct of the Audit; and
- F.09.2 Signing of Annual Financial Statements for the year ended 30 June 2022.

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

**Mayoral Minutes**

**A.09.1 *Minute Silence for Her Majesty the Queen***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

**RESOLVED That Council observe one minute silence for the passing of Her Majesty the Queen.**

Moved: Cr M Collison      CARRIED UNANIMOUSLY

**A.09.2 Mayor for a Day**

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**AUTHOR:** Amanda Catzikiris - Community Services Officer

**RESOLVED** That Council welcome the school winners of the 2022 Mayor for a Day competition.

Moved: Cr M Collison CARRIED UNANIMOUSLY

**FINANCE REPORTS**

**F.09.1 REFERRAL OF DRAFT ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2022 FOR THE CONDUCT OF AUDIT**

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Wayne Phelps - Manager Finance

**RESOLVED**

That Council refer the draft Annual Financial Statements for the year ended 30 June 2022 to the Audit Office of NSW via the external auditor, RSM Australia Pty Ltd, for auditing purposes

Moved: Cr T Clout      Seconded: Cr J Burns      CARRIED UNANIMOUSLY

**F.09.2 SIGNING OF ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2022**

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Wayne Phelps - Manager Finance

**RESOLVED** That Council

1. Delegate authority to the Mayor, a Councillor, General Manager and Director Corporate & Community Services (Responsible Accounting Officer) to sign the Annual Financial Statements on behalf of the Council for the year ended 30 June 2022, which include the:
  - General Purpose Financial Statements
  - 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.
3. Delegate authority to the Mayor and General Manager to sign the Annual Financial Statements on behalf of the Council's business entity Gummun Place Hostel for the year ended 30 June 2022.
4. Approve the forwarding of the signed Gummun Place Hostel Annual Financial Statements to the external auditors Forsyths to complete their Independent Audit Opinion.

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

**Standing Orders were resumed.**

## PUBLIC PARTICIPATION:

**SCR.09.2** – Environmental & Community Services Committee – ESC.09.1 – refuse Development Application for a Helipad at Lot 25 DP240800 No. 4 King George V Ave Merriwa.

### FOR-

Benjamin Morgan

Fiona Wightman

Kym Daniel

### AGAINST-

John McFadden

Izabella McFadden (Zoom)

**D.09.1** – Development Application No. 86/2021 – approve Development Application No. 86/2021 for a refuel facility at Scone Memorial Airport, Lot 51 DP 1081052 and Lot 1 DP 124255

### FOR –

Don Kemble – declined to speak

## CONFIRMATION OF MINUTES:

**RESOLVED that the Minutes of the Ordinary Council Meeting held on 29 August 2022 be adopted.**

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

## DISCLOSURES OF INTEREST:

### CR.09.2 General Managers Performance Review

Mr Greg McDonald declared a pecuniary interest/significant conflict for the reason that it pertains to his performance review. Mr McDonald advised that he and all other staff will leave the meeting and take no part in the discussion.

## STANDING COMMITTEE REPORTS

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### SCR.09.1

### *CORPORATE SERVICES*

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Wayne Phelps - Manager Finance

**RESOLVED That Council adopt the minutes of the Corporate Services Committee meeting held on 16 September 2022.**

Moved: Cr J Burns

Seconded: Cr A Williamson

CARRIED UNANIMOUSLY

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### SCR.09.2

### *ENVIRONMENTAL & COMMUNITY SERVICES COMMITTEE*

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

## RESOLVED

**That Council:**

- 1. adopt the minutes of the Environmental & Community Services Committee meeting held on 13 September 2022.**

Moved: Cr L Watts

Seconded: Cr A Williamson

CARRIED UNANIMOUSLY

2. **ESC.09.1 – refuse Development Application No. 30/2022 for a helipad at Lot 25 DP 240800, No. 4 King George V Ave Merriwa, for the reasons listed in Attachment 2.**

FOR	AGAINST
Councillor Campbell	Councillor Burns
Councillor Clout	Councillor Collison
Councillor McPhee	Councillor Williamson
Councillor Watts	
<b>Total (4)</b>	<b>Total (3)</b>

Moved: Cr A McPhee      Seconded: Cr R Campbell      CARRIED

3. **ESC.09.2 – approve Development Application No. 106/2022 for a dual occupancy at Lot 6 Section 13 DP 758490, 15 Wilson Street, Gundy subject to the conditions of consent in Attachment 3.**

Moved: Cr J Burns      Seconded: Cr L Watts      CARRIED UNANIMOUSLY

4. **ESC.09.3 – approve Development Application No. 82/2022 for a storage shed and carport at Lot 101 DP 832126, 7 Roach Street, Parkville subject to the conditions of consent in Attachment 4.**

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

**SCR.09.3      *INFRASTRUCTURE SERVICES COMMITTEE***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

**RESOLVED**

**That Council adopt the minutes of the Infrastructure Services Committee meeting held on Tuesday 13 September 2022.**

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

**COMMITTEE/DELEGATES REPORTS**

**C.09.1      *SCONE TOWN REVITALISATION COMMITTEE***

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**AUTHOR:** Chloe Leake - Strategic Projects Support Officer

**RESOLVED**

**That Council**

1. **adopt the minutes of the Scone Town Revitalisation Committee meeting held on 13 September 2022;**
2. **support the grant application for the conservation of the Mural on the Southern wall of the building formally known as the Niagara Café as recommended by the Committee; and**
3. **adopt the amended Scone Town Revitalisation Charter, as attached, to only hold meetings on an as need basis or 3 monthly as recommended by the Committee.**

Moved: Cr J Burns      Seconded: Cr T Clout      CARRIED UNANIMOUSLY

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**C.09.2** ***AIRPORT MANAGEMENT COMMITTEE***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Greg McDonald - General Manager

**RESOLVED**

That Council

1. adopt the minutes of the Airport Management Committee meeting held on 13 July 2022.
2. Concur with the expenditure of \$50,000 for freight costs of two unique aircraft that will be part of the Hunter Warbirds attraction display
3. Seek grant funding for another hangar to house additional aircraft.
4. Investigate possible accommodation options for volunteers.
5. In his honour, name the Theatre Room at Hunter Warbirds after Col Pay.

Moved: Cr A Williamson    Seconded: Cr T Clout

CARRIED UNANIMOUSLY

**DEVELOPMENT REPORTS**

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**D.09.1** ***DEVELOPMENT APPLICATION NO. 86/2021 - AIRPORT REFUEL FACILITY***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

**RESOLVED**

That Council approve Development Application No. 86/2021 for a refuel facility at Scone Memorial Airport, Lot 51 DP 1081052 and Lot 1 DP 1242555, 10 Walter Pye Avenue, Scone, subject to the conditions of consent in Attachment 1, with the following amendments:

- a) Condition 7 to be amended to require an Operational Environmental Management Plan to be submitted prior to the issue of any Occupation Certificate.
- b) Condition 8 to be amended to require a water quality monitoring protocol to be submitted prior to the issue of any Occupation Certificate.
- c) Delete item b) of Condition 10.

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

**GENERAL ADMINISTRATION REPORTS**

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**G.09.1** ***REQUESTS FOR DONATIONS***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

**RESOLVED**

That Council approve donations to the following:

1. \$200 to Cassilis District Development Group to put towards the waiving of fees for the hire of the Cassilis Community Centre for their Spring Ball.
2. \$115 to Lions Club of Aberdeen to waive fees for McKinnon Oval for their Lap the Map for Diabetes Day.

Moved: Cr L Watts

Seconded: Cr R Campbell

CARRIED UNANIMOUSLY



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**G.09.2**

***PROPOSED COMMUNITY NURSERY - MERRIWA***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Tash Taaffe - Community Services Officer

**RESOLVED**

**That Council:**

1. support in principle the establishment of a community nursery at Lots 236 and 237 DP 750942, Hacketts Road, Merriwa.
2. request Merriwa Landcare to provide further details of the proposed community nursery including a conceptual site plan, nursery management plan and estimate of costs and funding sources.
3. undertake community consultation in relation to the proposal including consultation with the Merriwa Community Advisory Committee and user groups of the adjoining sporting facilities.
4. receive a further report following the completion of community consultation.

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

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**G.09.3**

***PROPOSED COMMERCIAL WASTE COLLECTION FEES - ADDITIONAL SERVICES***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

**RESOLVED That Council:**

1. endorse the proposed fees for additional commercial waste and recycling collection services (Table 1).
2. place the proposed fees on public exhibition for 28 days.
3. adopt the proposed fees for the remainder of the 2022-23 financial year if no submissions are received in response to public exhibition.

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

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**POLICY MATTERS**

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**H.09.1**

***POLICIES FOR REVIEW - INFRASTRUCTURE & PLANNING***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

**RESOLVED**

**That Council adopt the following policies:**

1. Local Facility Signposting
2. Liquid Trade Waste Regulation

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

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**H.09.2** ***POLICIES FOR REVIEW - CORPORATE & COMMUNITY SERVICES***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Kristian Enevoldson - Director Corporate & Community Services

**RESOLVED**

**That Council adopt the Social Media Policy.**

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

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**INFRASTRUCTURE REPORTS**

**I.09.1** ***VILLAGE RETICULATION CONNECTION***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Grahame Wilson - Manager Strategic Projects

**RESOLVED**

**That Council:**

- 1. construct water dispensing points (standpipes) in Parkville, Wingen and Blandford subject to the variation of SSWP138 funding deed;**
- 2. assign all responsibilities for the tendering and contracting of the works to the General Manager.**
- 3. maintain discussions with the community and the relevant authorities as to further funding in relation to the reticulation plan.**

Moved: Cr J Burns

Seconded: Cr A Williamson

CARRIED UNANIMOUSLY

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**I.09.2** ***JEFFERSON PARK USER GROUP SUB-COMMITTEE***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Sam Wooden - Manager Works Delivery

**RESOLVED**

**That Council:**

- 1. approve the formation of the Jefferson Park User Group Sub-Committee; and**
- 2. call for Expressions of Interest from the user groups of Jefferson Park to form the sub-committee and nominate Cr Allison McPhee as the Councillor representative for this committee.**

Moved: Cr J Burns

Seconded: Cr T Clout

CARRIED UNANIMOUSLY

- 3. adopt the Charter provided in Attachment 1 to the report.**

Moved: Cr A McPhee

Seconded: Cr L Watts

CARRIED UNANIMOUSLY

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**I.09.3** ***MERRIWA SPORTSGROUND USER GROUP SUB-COMMITTEE***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Sam Wooden - Manager Works Delivery

**RESOLVED**

**That Council:**

1. approve the formation of the Merriwa Sportsground User Group Sub-Committee; and
2. call for Expressions of Interest from user groups of Merriwa Sportsgrounds to form the sub-committee; and
3. adopt the Charter provided as Attachment 1 to the report with the amendment that that there be two Councillor Representatives with one acting as Chair on this sub-committee. Nomination of Cr T Clout and Cr R Campbell received.

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

## **CLOSED COUNCIL**

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

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

## **CONFIDENTIAL REPORTS**

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### **CR.09.1                      *TENDER RFT-10048551 - SCONE CBD REVITALISATION STAGE 1 - TENDER EVALUATION***

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**AUTHOR:**                                  Grahame Wilson - Manager Strategic Projects

*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.*

### **RESOLVED**

**That Council:**

1. decline to accept any Tender.
2. negotiate with the Tenderer identified as submitting the most advantageous Tender to Council.

Moved: Cr J Burns      Seconded: Cr T Clout      CARRIED UNANIMOUSLY

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### **CR.09.2                      *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.*

### **RESOLVED**

**That Council support the General Manager's Performance Review Panel report.**

Mr Greg McDonald declared a pecuniary interest/significant conflict for the reason that it pertains to his performance review. Mr McDonald advised that he and all other staff will leave the meeting and take no part in the discussion.

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

## **RETURN TO OPEN MEETING**

**RESOLVED That the meeting move back into Open Council.**

Moved: Cr J Burns

Seconded: Cr R Campbell

CARRIED UNANIMOUSLY

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

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 7.00PM.

## General Manager's Unit

### MAYORAL MINUTES

#### A.10.1 *RECOGNITION OF LENGTH OF SERVICE - JAMES DAVIS*

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

#### **RECOMMENDATION**

That Council recognise James Davis for his 20 years' service to Council.

#### **REPORT/PROPOSAL**

In accordance with Council's policy, *Recognition of Length of Service*, Council will appropriately recognise staff with long periods of employment with Upper Hunter Shire Council (including services with the former Scone, Merriwa and Murrurundi Shire Councils).

James Davis started his career in 1999 where he completed his Plant Diesel Mechanic Apprenticeship through Hunter Valley Training Company at the then Murrurundi Shire Council.

During October 2002 to September 2008, he was a Truck Driver/Plant Operator at Murrurundi (with Murrurundi Shire Council & UHSC after amalgamation), Roller Operator, Gravel truck driver, water cart, backhoe and front-end loader operator.

In September 2008 to March 2010, James filled the role of the Acting Works Supervisor, Murrurundi. He then went on to filling the role permanently until 2015 which included the following responsibilities such as roads, bridges, parks & gardens, building maintenance, water & sewer operations and animal control.

From February 2015 to Present, James has been the Town Water Supervisor at Murrurundi.

Among his vast experience at Upper Hunter Shire Council, he was nominated twice for the Water Industry Operators Association (WIOA) Operator of the Year, receiving runner up in 2018 and receiving NSW Water Directorate, Operator Dedication Award in 2019.

From this nomination, James wrote and presented his paper at WIOA in 2019 on the Litree Water Plant installed at Murrurundi Dam which he received runner-up for Best Paper by an operator.


James was also responsible for supervising the Scone to Murrurundi (STM) Pipeline from start to finish, including laying up to 1.2km of pipe in one day.

James worked closely with the installation of the Litree Water Treatment Plant in Murrurundi and was committed to learn new technology and operate the plant.

James Davis is a reliable and punctual employee who is very enthusiastic to take on any challenge. He has a very positive attitude and is always ready to get the job done.

Congratulations James on your successful career so far and your achievements over the past 20 + years.

#### **ATTACHMENTS**

- 1  Photo of James Davis



## Planning & Infrastructure Services

### STANDING COMMITTEE REPORTS

#### SCR.10.1 **INFRASTRUCTURE SERVICES COMMITTEE**

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

#### RECOMMENDATION

That Council adopt the minutes of the Infrastructure Services Committee meeting held on Tuesday 11 October 2022.

#### BACKGROUND

The Infrastructure Services Committee provides policy and direction, along with an update on the planned program for roads, bridges, water and sewerage work, parks and buildings.

#### REPORT/PROPOSAL

The Infrastructure Services Committee considered reports on the following items:

#### ISC.10.1 **WORKS PROGRAM - INFRASTRUCTURE SERVICES - WATER AND SEWER**

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

- Merriwa Sewerage Treatment Plant (STP)
- Cassilis Sewerage Scheme
- Water Main Renewal Work (Contract 1/2022)
- Aberdeen River Pump Station Improvements (Contract 42/2021)
- The Drought Emergency Response and Management Plan
- Village Reticulation – Parkville/Wingen/Blandford
- Scone Water Treatment Plant Stage 1 (Contract 35/2021)

#### ISC.10.2 **WORKS PROGRAM - INFRASTRUCTURE SERVICES – WORKS DELIVERY**

The KPIs were reported to the Committee, with ten (10) of the eighteen (18) KPIs being off track for the reportable year.

#### ISC.09.3 **STRATEGIC AND CAPITAL WORKS UPDATE**

Strategic and Capital Works Delivery Update was reported.

There are thirty three (33) major projects in progress that have been reported on. Twenty six (26) of these projects require budget or scheduling intervention.

#### ISC.10.4 **MR358 WILLOW TREE ROAD UPGRADE**

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

#### Key activities next month:

- PCG meeting scheduled for 24 October 2022
- Locate suitable spoil areas for excess material removed from site
- Lobbying of both State and Federal members for funding

## Planning & Infrastructure Services

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### **ISC.10.5    *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.

### ***QUESTIONS WITH NOTICE***

Councillors are given an opportunity to provide questions that have not been included on the agenda to be answered prior to the agenda being sent out. Staff are given time to answer these requests and provide a response in a separate report to the Infrastructure Services Committee. There were no questions with notice from the committee for this meeting.

### ***ATTACHMENTS***

- 1 [↓](#) Infrastructure Services Committee - 11 October 2022 - Minutes



**MINUTES OF THE INFRASTRUCTURE SERVICES COMMITTEE OF UPPER HUNTER SHIRE COUNCIL HELD ON TUESDAY 11 OCTOBER 2022 IN THE COUNCIL CHAMBERS COMMENCING AT 12.30PM**

**PRESENT:**

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

**APOLOGIES:**

Nil

**IN ATTENDANCE:**

Mr Greg McDonald (General Manager), Mr Mat Pringle (Director Planning & Infrastructure), Mr Kristian Enevoldson (Director Corporate & Community Services), Mr Grahame Wilson (Manager Water & Sewer), Mr Chris Agosto (Project Manager) and Mrs Karen Boland (Infrastructure Services Support Officer).

**APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK:**

Nil

**PUBLIC PARTICIPATION:**

Nil

**DISCLOSURES OF INTEREST:**

Nil

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**INFRASTRUCTURE SERVICES REPORTS**

**ISC.10.1**

***WORKS PROGRAM - INFRASTRUCTURE SERVICES - WATER & SEWER***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Grahame Wilson - Manager Strategic Projects

**RESOLVED that the Committee receive the report and note the information**

Moved: Cr T Clout

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

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**ISC.10.2**

***WORKS PROGRAM - INFRASTRUCTURE SERVICES - WORKS DELIVERY***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Sam Wooden - Manager Works Delivery

**RESOLVED that the Committee receive the report and note the information.**

Moved: Cr T Clout

Seconded: Cr A McPhee

CARRIED UNANIMOUSLY

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**ISC.10.3**

***STRATEGIC AND CAPITAL WORKS UPDATE***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Sam Wooden - Manager Works Delivery

**RESOLVED that the Committee receive the report and note the information.**

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

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**ISC.10.4**

***MR358 WILLOW TREE ROAD UPGRADE***

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**AUTHOR:** Jeff Bush - Manager Strategic Assets

**RESOLVED that the Committee receive the report and note the information.**

Moved: Cr M Collison      Seconded: Cr T Clout      CARRIED UNANIMOUSLY

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**ISC.10.5**

***RESPONSE TO PREVIOUS QUESTIONS***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Karen Boland - Infrastructure Support Officer

**RESOLVED that the committee note the questions received and responses provided.**

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

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The meeting was declared closed at 1.00pm.

**Planning & Infrastructure Services**

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**SCR.10.2**

**ENVIRONMENTAL & COMMUNITY SERVICES COMMITTEE**

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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**RECOMMENDATION**

That Council:

1. adopt the minutes of the Environmental & Community Services Committee meeting held on 11 October 2022.
2. ESC.10.1 – approve Development Application No. 17/2022 for a Workshop/Shed at Lot 42 DP 846091, 10 Walter Pye Avenue, Scone, subject to the conditions of consent in Attachment 2.
3. ESC.10.2 –
  - a) endorse the draft Upper Hunter Development Control Plan.
  - b) place the draft Upper Hunter Development Control Plan on public exhibition for a period of 28 days.

**BACKGROUND**

The Environmental and Community Services Committee is a Standing Committee of Council that considers reports, advice and recommendations of management regarding strategic land use planning, development applications, environmental, health, building, waste management, sustainability and community services related matters. The Committee subsequently makes recommendations to Council in relation to such matters.

A meeting of the Environmental & Community Services Committee was held on Tuesday, 11 October 2022.

**REPORT/PROPOSAL**

In relation to Item ECSC.10.1, the Committee unanimously supported the recommendation to approve Development Application No. 17/2022 for a Workshop/Shed at Lot 42 DP 846091, 10 Walter Pye Avenue, Scone, subject to the conditions of consent in Attachment 2.

In relation to Item ECSC.10.2, the Committee unanimously supported the recommendation to endorse the draft Upper Hunter Development Control Plan and place the plan on public exhibition for a period of 28 days.

**ATTACHMENTS**

- 1 [↓](#) Environmental & Community Services Committee - 11 October 2022 - Minutes
- 2 [↓](#) DA 17/2022 - Recommended Conditions of Consent
- 3 Upper Hunter Development Control Plan - DRAFT - October 2022 Excluded

**MINUTES OF THE ENVIRONMENTAL & COMMUNITY SERVICES COMMITTEE OF UPPER  
HUNTER SHIRE COUNCIL HELD ON TUESDAY 11 OCTOBER 2022 IN THE COUNCIL  
CHAMBERS COMMENCING AT 10.30AM**

**PRESENT:**

Cr Allison McPhee (chair) and Cr Ron Campbell.

**APOLOGIES:**

RESOLVED that the Committee accept the apologies from Cr Lee Watts & Cr Elizabeth Flaherty.

Moved: R Campbell                      Seconded: A McPhee                      CARRIED

**IN ATTENDANCE:**

Mr Greg McDonald (General Manager), Mr Mathew Pringle (Director Planning & Infrastructure Services), Mr Kristian Enevoldson (Director Corporate & Community Services) and Mrs Lisa Betts (Administration Officer).

**PREVIOUS MINUTES:**

RESOLVED that the Committee adopt the minutes from the previous Environmental & Community Services Committee meeting held on Tuesday 13 September 2022.

Moved: R Campbell                      Seconded: A McPhee                      CARRIED

**DISCLOSURES OF INTEREST:**

Nil

**PUBLIC PARTICIPATION:**

Nil

**DEVELOPMENT & ENVIRONMENTAL SERVICES COMMITTEE REPORTS**

**ECSC.10.1                      *DEVELOPMENT APPLICATION NO. 17/2022 AIRPORT  
SHED/WORKSHOP***

**RESPONSIBLE OFFICER:** Mathew Pringle - Director Planning & Infrastructure Services

**AUTHOR:** Paul Smith - Senior Environmental Planner

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**RECOMMENDED that Council approve Development Application No. 17/2022 for a Workshop/Shed at Lot 42 DP 846091, 10 Walter Pye Avenue, Scone, subject to the conditions of consent in Attachment 1.**

Moved: R Campbell      Seconded: A McPhee      CARRIED UNANIMOUSLY

**ECSC.10.2                      *DRAFT UPPER HUNTER DEVELOPMENT CONTROL PLAN***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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**RECOMMENDED that Council:**

1. endorse the draft Upper Hunter Development Control Plan.
2. place the draft Development Control Plan on public exhibition for a period of 28 days.

Moved: R Campbell      Seconded: A McPhee      CARRIED UNANIMOUSLY

The meeting concluded at 10.39am.

**DA 17/2022 – Recommended Conditions of Consent****Identification of approved plans:**

1. The development must be carried out in accordance with the development application, the drawings referenced below and Statement of Environmental Effects dated 11 January 2021 except where amended by the conditions of consent.

JOB REFERENCE NO	SHEET No	REVISION No	DRAWN BY	DATE
Site Plan 107-22	1	A	PB Eveleigh Plan Service	12.08.2022
Elevation and 3D View 107-22	2	A	PB Eveleigh Plan Service	12.08.2022

(Reason: To ensure that the form of the development undertaken is in accordance with the determination of Council)

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

(Reason: To ensure that the form of the development undertaken is in accordance with the determination of Council)

**Operational conditions imposed under the environmental planning and assessment act and regulations and other relevant legislation:**

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

(Reason: Prescribed by legislation)

**Ancillary matters to be completed prior to the issue of any Construction Certificate:**

4. Prior to the issue of any Construction Certificate, a Construction Environmental Management Plan (CEMP) for the development must be provided to the Certifying Authority for approval for each stage (or combined). The CEMP must include:
- a) The environmental site management measures must remain in place and be maintained throughout the period of the development.
  - b) The CEMP must address all environmental aspects of the development's construction phases, and include where relevant, but not be limited to, the following:
    - i. Project Contact Information
    - ii. Site Security Details
    - iii. Timing and Sequencing Information
    - iv. Health and Safety Plan
    - v. Incident Management Contingency
    - vi. Unexpected Finds Protocol for contaminated land

- c) The CEMP must be kept on site from the commencement and for the duration of the proposed works, and must be available to Council officers upon request.
- d) The CEMP provided to Council must exempt Council from any claim for copyright that may restrict Council's ability to provide information to the public in accordance with the *Government Information (Public Access) Act 2009*.

(Reason: To ensure appropriate measures have been considered for site access, storage and the operation of the site during all phases of the construction process in a manner that respects adjoining owner's property rights and residential amenity in the locality, without unreasonable inconvenience to the community)

6. Pursuant to Upper Hunter Shire Council Section 94A Development Contribution Plan 2008, a contribution of \$597.70 is required to be paid to Council. The amount to be paid is to be adjusted at the time of the actual payment, in accordance with the provisions of the Section 94A Development Contributions Plan.

Documentary evidence shall be submitted to the Principal Certifier confirming that the contribution has been paid prior to determination of the application for Construction Certificate, where applicable.

(Reason: To ensure that the proposed development makes an appropriate contribution to facilities in the Upper Hunter Local Government Area)

#### Conditions that must be addressed prior to commencement:

7. Where construction or excavation activity requires the disturbance of the soil surface and existing vegetation, adequate measures for erosion and sediment control shall be provided. As a minimum, control techniques are to be in accordance with The Blue Book published by Landcom provisions on Erosion and Sediment Control, or a suitable and effective alternative method.

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

The installation is to be approved by the Certifying Authority prior to further commencement of site works.

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

8. Site facilities

- (a) If the development involves building work or demolition work it is recommended that the work site be fully enclosed by a temporary security fence (or hoarding) before work commences. Any such hoarding or fence is to be removed when the work has been completed.
- (b) A minimum width of 1.2m must be provided between the work site and the edge of the roadway so as to facilitate the safe movement of pedestrians. If trees are present in the footpath the minimum width must be provided to one side of the trees.
- (c) A garbage receptacle fitted with a tight fitting lid for the reception of all food scraps and papers from the work site must be provided prior to building work commencing and must be maintained and serviced for the duration of the work.
- (d) Adequate toilet facilities must be provided on the work site. Each toilet provided must be

a standard flushing toilet, connected to a public sewer, or if connection to a public sewer is not available, to an on-site effluent disposal system approved by the council, or an approved temporary chemical closet.

The provision of toilet facilities must be completed before any other work is commenced.

The installation of the site facilities shall be approved by the Principal Certifying Authority prior to further commencement of site works and prior to the first inspection.

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

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

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

Any such sign must be maintained while building work or demolition work is being carried out, but must be removed when the work has been completed.

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

(Reason: Statutory requirement)

10. No works shall commence on site until such time as a Construction Certificate has been issued for either part or all of the works. If a certificate is issued for part of the works it must cover the works being undertaken onsite.

(Reason: Prescribed – Statutory)

#### Conditions that must be complied with during demolition and building work:

11. Any person acting on this consent shall ensure that:-
- (a) building construction activities are only carried out during the following hours:
    - i. between Monday to Friday (inclusive)—7.00am to 5.00pm,
    - ii. on a Saturday—8.00am to 5.00pm;
  - (b) building construction activities must not be carried out on a Sunday or a public holiday;
  - (c) demolition and excavation works must only be carried out between Monday to Friday (inclusive) between 8.00am and 5.00pm;

unless prior written approval has been obtained from Council.

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

12. Any necessary alterations to, or relocations of, utility services must be carried out at no cost to the council or the relevant public authority.



(Reason: To ensure costs associated with the development are not transferred to the public)

13. All work must be carried out in accordance with the approved Construction Environmental Management Plan.

(Reason: To ensure the work is carried out in a manner that does not adversely impact on the environment.)

**Conditions which must be complied with prior to the issue of any Occupation Certificate:**

14. The building is not to be used or occupied until a final inspection has been carried out and an Occupation Certificate has been obtained from the Principal Certifying Authority.

(Reason: Prescribed - Statutory.)

**Conditions that must be complied with at all times:**

15. At all times nothing in this consent shall authorise the use of the shed for commercial or industrial activities.

(Reason: To ensure use is compatible with classification of building.)

16. At all times, all stormwater from the development, including all hardstandings and overflows from rainwater tanks, shall be collected and disposed of by way of properly constructed stormwater lines to the existing stormwater drainage on site.

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

**Corporate & Community Services**

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**SCR.10.3**

***CORPORATE SERVICES COMMITTEE***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Wayne Phelps - Manager Finance

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***RECOMMENDATION***

That Council adopt the minutes of the Corporate Services Committee meeting held on 16 September 2022.

***BACKGROUND***

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

***REPORT/PROPOSAL***

A meeting of the Corporate Services Committee was held on Friday, 21 October 2022. A copy of the minutes of the meeting are attached. The following reports were considered:

**CORP.10.1 Financial Summary & Investment Report**

A monthly Financial Summary including details and levels of investments is provided for Council's information. A statement from the Responsible Accounting Officer is included, advising that the projected financial position as at 31 August 2022 is satisfactory.

The Financial Summary Reports provide an overview of the net costs of services of Council. These net costs are reported by fund and by function, incorporating details of requested and approved variations.

A capital expenditure report was presented, which included a list of projects to be deferred and the associated reasons - 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. Details of average returns are shown against the average benchmarks of the BBSW 90-day cash rate.

The Responsible Accounting Officer's (RAO) 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.

**CORP.10.2 White Park Management & Development Committee**

The White Park Management & Development Committee is an advisory committee of Council. The Committee comprises representatives of the various users of the White Park facility. The aim of the Committee is to make recommendations to Council on the management and future development of White Park.

## Corporate & Community Services

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### **CORP.10.3 Airport Management Committee**

This report provides an update of items discussed at the last Airport Management Committee meeting held on 23 September 2022. Items included current projects, financial and performance management. The minutes of the Airport Management Committee meeting were adopted by the Corporate Services Committee.

### **CORP.10.4 Scone & Upper Hunter Regional Saleyards**

The purpose of this report is to provide the committee with details relating to the operational management of the Saleyards, including WHS, current projects, financial and performance management.

### **CORP.10.5 Scone Airport Project Update**

This report provides information to assist the Committee to understand the current status of the project, what work has recently been completed, and the work that is forecast for the next three months, plus the revised forecast for the end of the project.

## **ATTACHMENTS**

- 1 [↓](#) Corporate Services Committee - 21 October 2022 - Minutes

**MINUTES OF THE CORPORATE SERVICES COMMITTEE OF UPPER HUNTER SHIRE COUNCIL  
HELD ON FRIDAY 21 OCTOBER 2022 IN THE COUNCIL CHAMBERS COMMENCING AT 9.00AM****PRESENT:**

At 9.00 only Cr Burns was present. Apologies were received from Cr Williamson and Cr Abbott was on leave also. The meeting could not commence at the scheduled time of 9.00am due to a quorum not being met. Cr Collison was called to see if he could attend to make up a quorum. Cr Flaherty arrived at 9.08am and Cr Collison arrived immediately after Cr Flaherty arrived and remained for the duration of the meeting.

The meeting commenced at 9:09 am

Cr James Burns, Cr Maurice Collison and Cr Liz Flaherty.

**APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK**

Nil

**APOLOGIES:**

**RESOLVED that the leave of absence for Cr Abbott and Cr Williamson be noted.**

Moved: E Flaherty

Seconded: J Burns

CARRIED

**IN ATTENDANCE:**

Mr Greg McDonald (General Manager), Mr Kristian Enevoldson (Director Corporate & Community Services), Mr Wayne Phelps (Manager Finance), Mr Chris Agosto (Project Manager) and Mrs Karen Lee (Minutes).

**PUBLIC PARTICIPATION:**

Nil

**DISCLOSURES OF INTEREST:**

Nil

## CORPORATE SERVICES COMMITTEE REPORTS

**CORP.10.1                      FINANCIAL SUMMARY & INVESTMENT REPORT****RESPONSIBLE OFFICER:** Greg McDonald - General Manager**AUTHOR:** Karen Lee - Governance & Executive Support Officer**RESOLVED****That the Committee:**

1. note the Fund and Function Summary Report;
2. note the Cash and Investment Report;
3. note the Responsible Accounting Officer's Statement on the Investments; and
4. note the Capital Works Expenditure Report

Moved: E Flaherty

Seconded: M Collison

CARRIED

**CORP.10.2                      WHITE PARK MANAGEMENT AND DEVELOPMENT COMMITTEE****RESPONSIBLE OFFICER:** Greg McDonald - General Manager**AUTHOR:** Karen Lee - Governance & Executive Support Officer**RESOLVED****That Council:**

1. adopt the minutes of the White Park Management and Development Committee meeting held on 14 September 2022;

Moved: M Collison

Seconded: E Flaherty

CARRIED

Cr Maurice Collison enquired about the condition of the dirt floor in the cattle yards and if there are any future plans to have these rectified. Cattle suppliers are reluctant to provide cattle at this facility when the conditions of the yards are at a poor standard, we need to make sure this is rectified.

*Response – Manager Finance advised that they have obtained quotes for the replacement gravel of the yards, but is unsure of the progress of this being repaired.*

*Take on notice*

**CORP.10.3                      AIRPORT MANAGEMENT COMMITTEE****RESPONSIBLE OFFICER:** Greg McDonald - General Manager**AUTHOR:** Karen Lee - Governance & Executive Support Officer**RESOLVED****That Council adopt the minutes of the Airport Management Committee meeting held on 23 September 2022.**

Moved: M Collison

Seconded: E Flaherty

CARRIED

**CORP.10.4                      SCONE & UPPER HUNTER REGIONAL SALEYARDS COMMITTEE****RESPONSIBLE OFFICER:** Greg McDonald - General Manager**AUTHOR:** Karen Lee - Governance & Executive Support Officer

**RESOLVED**

**That the committee adopt the minutes of the Scone & Upper Hunter Regional Saleyards meeting held on 15 September 2022**

Moved: E Flaherty      Seconded: M Collison      CARRIED

**CORP.10.5*****SCONE AIRPORT PROJECT UPDATE***

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**AUTHOR:** Chris Agosto - Project Manager

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**RESOLVED**

**That Council receive the report and note the information.**

Moved: M Collison      Seconded: E Flaherty      CARRIED

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 9.34 AM.

## Planning & Infrastructure Services

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### COMMITTEE/DELEGATES REPORTS

#### C.10.1 **NSW RFS LIAISON COMMITTEE - MEMBERSHIP NOMINATIONS**

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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#### **PURPOSE**

The purpose of this report is to nominate a Councillor to be a member of the NSW Rural Fire Service Liverpool Range Zone Liaison Committee.

#### **RECOMMENDATION**

That Council nominate a Councillor for appointment to the NSW Rural Fire Service Liverpool Range Zone Liaison Committee.

#### **BACKGROUND**

The NSW Rural Fire Service Liverpool Range Zone Liaison Committee is an external committee comprising representatives from the NSW Rural Fire Service, Upper Hunter Shire Council, Liverpool Plains Shire Council and Gunnedah Shire Council.

The Committee considers a range of matters relevant to the NSW Rural Fire Service Liverpool Range Zone including business planning, budgets and finance, infrastructure, operations and community safety.

The Committee has not met for a number of years but previously met once or twice a year.

#### **REPORT/PROPOSAL**

Council has received a request from the NSW Rural Fire Service District Manager for Council to appoint a Councillor to the Liverpool Range Zone Liaison Committee. The General Manager (or delegate) is also a member of the Committee.

The next committee meeting is scheduled for 23 November 2022.

#### **OPTIONS**

1. To adopt the recommendation
2. To adopt the recommendations with amendments

#### **CONSULTATION**

- NSW Rural Fire Service

#### **STRATEGIC LINKS**

##### **a. Community Strategic Plan 2032**

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

## Planning & Infrastructure Services

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### Connected Community

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

1.4 Enhance partnerships to maintain a safe community.

#### b. Delivery Program

- Disaster and emergency management including convene meetings of the Upper Hunter emergency Management Committee

#### c. Other Plans

Nil

### **IMPLICATIONS**

#### a. Policy and Procedural Implications

Nil

#### b. Financial Implications

N/A

#### c. Legislative Implications

Nil

#### d. Risk Implications

Nil

#### e. Sustainability Implications

Nil

#### f. Other Implications

Nil

### **CONCLUSION**

Council is required to nominate a Councillor representative for the Liverpool Range Zone Liaison Committee.

### **ATTACHMENTS**

There are no enclosures for this report



**General Manager's Unit**

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**GENERAL ADMINISTRATION REPORTS**

**G.10.1** ***REQUESTS FOR DONATIONS***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

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***PURPOSE***

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

***RECOMMENDATION***

That Council provide a donation to the following

1. \$200 to Scone Neighborhood Resource Centre for their annual Christmas Party in the Park
2. \$700 to Scone Neighborhood Resource Centre to waive fees for the Christmas Party in the Park
3. \$100 to Merriwa Country Education Foundation to waive fees for their 20-year Anniversary dinner.
4. \$200 to Murrurundi Arts Council for their annual Halloween event.

***BACKGROUND***

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

***REPORT/PROPOSAL***

Council has received requests for financial assistance from the following:

1. Scone Neighbourhood Resource Centre are holding their annual Christmas Party in the Park at White Park on Saturday 3 December 2022. This event has been running for many years. The event consists of market stall, live local music, carnival rides, a visit from Santa and concludes with fireworks. They are seeking a donation of \$200 towards this event.
2. The Scone Neighbourhood Resource Centre has also requested that the fees of \$700 for the hire of White Park for their Christmas event be waived.
3. Merriwa Country Education Foundation are holding their 20-year anniversary dinner to celebrate the support of rural youth in the Merriwa district. The Merriwa Country Education Foundation over the years have supported over 50 local students with the cost of their tertiary education.
4. Murrurundi Arts Council are holding their annual Halloween Event on 31 October 2022 and are seeking a donation of \$200 to help towards the costs of prizes, lollies, refreshments and decorations. The children visit several locations including the Murravale Retirement Village.

None of these organisations requesting financial assistance have previously received any donations from Council in the current financial year.

## General Manager's Unit

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### **OPTIONS**

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

### **CONSULTATION**

- General Manager
- Director Corporate & Community Services
- Manager Finance

### **STRATEGIC LINKS**

#### **a. Community Strategic Plan 2032**

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

#### **Connected Community**

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

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

#### **b. Delivery Program**

- Community social and physical infrastructure to support community activities

#### **c. Other Plans**

Nil

### **IMPLICATIONS**

#### **a. Policy and Procedural Implications**

Nil

#### **b. Financial Implications**

Council has set aside \$34,000 in the annual budget for the 2022/23 financial year for the granting donations and contributions. The total donations and contribution provided for this financial year has been \$5,346 leaving a remaining balance of \$28,654.

#### **c. Legislative Implications**

Nil

#### **d. Risk Implications**

Nil

## General Manager's Unit

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### e. Other Implications

Nil

### **CONCLUSION**

Council has received requests for financial assistance from Scone Neighborhood Resource Centre, Merriwa Country Education Foundation and the Murrurundi Arts Council.

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

### **ATTACHMENTS**

- 1 [↓](#) Scone Neighbourhood Resource Centre - Request to waive fees and a donation
- 2 [↓](#) Merriwa Country Education Foundation - Request to waive fees
- 3 [↓](#) Murrurundi Arts Council - Request for Donation



Upper Hunter Shire Council  
Kristian Enevoldsen  
PO Box 208  
Scone NSW 2337  
15 September 2022

Dear Kristian

The Scone Neighbourhood Resource Centre is a not-for-profit community group providing a range of activities and support services to the community of the Upper Hunter Shire.

SNRC is organising the annual Community Christmas Family friendly event 'Christmas in the Park' an event that bring more than 1000 local people together at White Park to Celebrate Christmas on Saturday 3<sup>rd</sup> December 2022.

The event includes Market Stalls, live local music, carnival rides, Santa Clause and finishes with fireworks.

SNRC ask Council to consider waiving the fees for the use of White Park including a generator and to also consider a donation towards the event as a part of the Christmas support across the shire.

As a sponsor we would welcome you to place signage and set up a stall should you wish.  
We look forward to the outcome.

Kind regards,

Lee Watts  
Manager  
0413 036 628  
lee@snrc.com.au



Merriwa Country Education Foundation  
451 Darkwood Rd  
CASSILIS NSW 2329  
Email: cefmerriwa@gmail.com

Mr Greg McDonald  
The General Manager  
Upper Hunter Shire Council  
135 Liverpool Street  
SCONE NSW 2337

8<sup>th</sup> October 2022

Dear Greg

I am writing to you on behalf of the Merriwa District Education Foundation. We are holding a 20 year anniversary dinner to celebrate our support of rural youth in the Merriwa district. Over the years we have supported over 50 local students with the cost of their tertiary education and are hoping to have some returned students and local families for a celebratory/fundraising dinner.

On the 29<sup>th</sup> October 2022 we had planned to hold our dinner at the Royal Hotel in Cassilis in a marquee however due to wet weather we are now not sure that the foundations for this marquee will be in place in time. With this in mind we were wondering if the Shire would allow us to use the Cassilis Hall as an alternative venue if required free of charge due to the not for profit nature of our organisation.

If you require further information about our organisation I have attached a recent flyer for your interest and the web site for further information is [www.cef.org.au](http://www.cef.org.au)

I hope you will view the request favourably as all money raised is used to support local students so we have always endeavoured to minimise our costs when fundraising.

Yours sincerely

*J E Hegarty*

Jane Hegarty  
Treasurer  
Merriwa Country Education Foundation  
Ph 0408 761052

Murrurundi Arts Council  
PO BOX 87, Murrurundi 2338

02 October 2022

To whom it may concern,

We are writing to you in the hope that your association may be able to assist us in the costs of our annual Halloween event. We have no expectations of you and the Arts and Crafts Council, we only wish to ask for help as we find ourselves unable to apply for the "Cultural Activities" grant this year.

Due to council staff shortages the grant funding will not be made available till after October 31<sup>st</sup> and we are unable to backdate receipts/use funds after the fact. We will still be applying for this grant but will be using the money if awarded in 2023.

While Halloween isn't necessarily a large part of the Australian culture, it is an event that we are hoping to breathe life into here in Murrurundi for the kids, their parents, and participating residents. Our goal is to create a tradition for Murrurundi that will continue even after our children outgrow the idea.

Over the past 5 years we have seen kids experience unique activities while enjoying dressing up and having fun in a safe environment with children from Murrurundi and surrounding communities.

The event consists of three different activities. The first is a parade for the Murravale Retirement Village residents, their families and staff. Last year saw over 50 children enter the parade which, as you could imagine, had a huge positive impact on the facilities residents. Next is the nominated house trick or treat activity. All children and their guardians are made aware that only houses that are on the supplied street maps should be visited. These houses have nominated themselves to be a part of the festivities which means that houses that are not listed are able to enjoy the evening without being disturbed. Nominated houses are supplied with lollies and decorations to help with the costs to residents. Finally, the children and their guardians will meet back at the Murrurundi Bowling club for a disco and refreshments.

When applying for a grant application we ask for \$900.00 to cover the costs of prizes, lollies, refreshments, and decorations. This year, due to reasons listed above, we will not be able to apply for the grant so are asking local community groups to help us by donating up to \$250.00 towards the costs. We have no expectations from any of the local associations and any monies donated would be hugely appreciated. In return we will advertise your association during each post we put on Facebook as a sponsor of our event along with incorporating your logo into the post pictures should you wish.

If you feel that this is something that you can and would like to contribute to, please contact us via phone 0447111363 or email [hennypen988@hotmail.com](mailto:hennypen988@hotmail.com). The Lions Club of Murrurundi will be holding the money and receipts in our names for transparency reasons which can be made available for you to see should you so wish. Thank you for giving us your time and we hope to speak with you soon.

Kind Regards,



Jennifer Sanders & Dayna Hynes.

**General Manager's Unit**

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**G.10.2**

***DISCLOSURES OF PECUNIARY INTEREST AND OTHER MATTERS***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

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**PURPOSE**

The purpose of this report is to table the annual *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 tabled annual *Disclosure of Interests and Other Matters* returns for 30 June 2022.

**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 each year.

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.

Councillors were sent their Disclosures of Pecuniary Interest on 24 August 2022 for completion. Reminders were sent on 21 September 2022, 28 September 2022 and then again on 17 October 2022.

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.

## General Manager's Unit

### REPORT/PROPOSAL

Annual *disclosure of pecuniary interests and other matters* returns for the period ending 30 June 2022 have been completed by all designated persons and Councillors except for Cr Abbott and Cr Flaherty, 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.

The following table provides a list of Councillors and Designated persons that have or haven't returned their Disclosure of Pecuniary Interest and Other Matters form.

Person	Received
Cr Maurice Collison	Yes
Cr James Burns	Yes
Cr Lee Watts	Yes
Cr Tayah Clout	Yes
Cr Sue Abbott	No
Cr Adam Williamson	Yes
Cr Ron Campbell	Yes
Cr Elizabeth Flaherty	No
Cr Allison McPhee	Yes
Designated Persons (staff)	Yes

### OPTIONS

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

### 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

- Ensuring regulatory and statutory compliance

#### c. Other Plans

Nil



## General Manager's Unit

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### **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.

#### **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 Interests and Other Matters* returns for 30 June 2022 have been completed by most Councillors and all 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**

There are no enclosures for this report

**Planning & Infrastructure Services**

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**G.10.3**

**EV CHARGING STATIONS - CAMPBELLS CORNER**

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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**PURPOSE**

The purpose of this report is to consider a proposal to install six (6) Tesla electric vehicle (EV) charging station stalls within the Campbell's Corner car park, Scone.

**RECOMMENDATION**

That Council:

1. approve the installation of six (6) Tesla electric vehicle (EV) charging station stalls within the Campbell's Corner car park, Scone.
2. enter into a licence agreement with Tesla for a five year term with two, five year options.
3. delegate authority to the General Manager to negotiate the terms of, and execute, the licence agreement and conduct all relevant functions under the agreement.

**BACKGROUND**

Council has not considered this matter previously.

**REPORT/PROPOSAL**

Council has received a proposal from Tesla to install an electric vehicle (EV) supercharger station at Campbell's Corner, 167 Kelly Street, Scone.

The proposed supercharger station comprises six (6) Tesla electric vehicle (EV) charging station spaces (including one accessible space) together with charging posts, cabinets and a transformer. A concept plan showing the proposed supercharger site is provided in Attachment 1 while a photograph of an existing Tesla supercharger site is provided in Attachment 2. It is noted that the proposed transformer shown on the site plan will need to be relocated due to proposed changes to the Campbell's Corner driveway.

Tesla is offering to enter into a licence agreement with Council for a five year term with two, five year options.

Currently, the superchargers are only compatible with Tesla vehicles, however this will change at some point in the future.

No licence fees or rent would be payable by Tesla under the terms of the licence agreement. However, all costs associated with the installation, operation and maintenance of the chargers would be funded by Tesla. The proposal would benefit local businesses by encouraging the drivers of EV's, particularly those travelling on the New England Highway, to visit Scone.

Pursuant to Clause 2.124 of State Environmental Planning Policy (Transport and Infrastructure) 2021, the proposal would be exempt development (ie not require development consent) subject to the chargers complying with AS/NZS 60079.10.1, *Explosive gas atmospheres*.

## Planning & Infrastructure Services

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### **OPTIONS**

1. Enter into a licence agreement with Tesla for the installation of six (6) Tesla electric vehicle (EV) charging station stalls within the Campbell's Corner car park, Scone.
2. Not enter into a licence agreement with Tesla.

### **CONSULTATION**

- Senior Management Group

### **STRATEGIC LINKS**

#### **a. Community Strategic Plan 2032**

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

#### **Thriving Economy**

Strengthening our vibrant industries and economy while seizing emerging opportunities.

- 3.3 Provide attractive and functional town centres and support revitalization of the towns and villages including investment in built heritage and improvement of existing buildings.

#### **Responsible Governance**

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

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

#### **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.
- 2.3 Ensure all actions, decisions and policy response to natural hazards and climate change remain current.

#### **b. Delivery Program**

- Facilitate and support programs that protect and sustain our environment
- Strategic property management of Council's property portfolio to ensure it meets the needs of the Community

#### **c. Other Plans**

The proposal aligns with the objectives of Council's Sustainability Action Plan.

### **IMPLICATIONS**

#### **a. Policy and Procedural Implications**

Nil

#### **b. Financial Implications**

## Planning & Infrastructure Services

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As discussed in the body of the report.

### c. Legislative Implications

Pursuant to s55 of the Local Government Act 1993, Council is not required to invite tenders before entering into a contract for the leasing or licensing of the land as the land is classified as operational land.

### d. Risk Implications

The risk implications of the proposal are minimal.

### e. Sustainability Implications

The proposal supports the growing use of electric vehicles, which generate significantly less greenhouse gas emissions than vehicles powered by traditional combustion engines. The proposal also contributes to the economic sustainability of the Scone town centre.

### f. Other Implications

Nil

## **CONCLUSION**

The proposal to install a Tesla supercharger station at Campbell's Corner aligns with Council's Community Strategic Plan, Delivery Program, Sustainability Action Plan and Council's plans to revitalise the Scone town centre. The proposal will be fully funded by Tesla and will have a range of environmental and economic benefits.

## **ATTACHMENTS**

- 1 [↓](#) Tesla Supercharger Station - Concept Layout
- 2 [↓](#) Tesla Supercharger Station image





**General Manager's Unit**

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**G.10.4**

***COUNCIL SUBMISSION TO IPART RATE CAPPING ISSUES PAPER***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Greg McDonald - General Manager

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**PURPOSE**

The purpose of this report is to provide Council with a draft submission to the IPART rate capping issues paper for endorsement.

**RECOMMENDATION**

That Council:

1. make a submission to the IPART Rate Capping Issues Paper in accordance with the draft document in attachment 3 that supports the abolition of rate capping and provides feedback on the present rate capping issues; and,
2. advise the United Services Union of this resolution.

**BACKGROUND**

Council has not considered this matter previously.

**REPORT/PROPOSAL**

Since 1977 New South Wales local government has been controlled by rate capping. Rate capping is set at a maximum each year and councils resolve to adopt a rate up to but not exceeding the rate cap amount set by the state government. Historically most councils adopt the maximum rate cap. Councils also have the option of applying for Special Rate Variations (SRV) when they have particular financial requirements. SRVs are subject to the council undertaking community consultation and a rigorous financial assessment by the Office of Local Government.

In 2008, the NSW Government asked IPART to review the framework for regulating council rates and charges. The review identified that stakeholders were concerned about the transparency of the approach for setting the rate peg, given the methodology had never been clearly explained.

The review recommended using a new local government-specific cost index that is calculated transparently and designed to reflect movements in councils' costs to determine the rate peg.

The Local Government Cost Index (LGCI) measures the average annual change in councils' costs. This index measures the change in prices of a fixed 'basket' of goods and services purchased by the average council relative to the prices of the same basket in a base period. It is similar in principle to the Consumer Price Index (CPI) used to measure changes in prices for a typical household. A productivity adjustment factor would also be added to account for councils' productivity gains.

In 2010, the NSW Government announced that from 2011/12 the amount by which councils could increase their rates income would be determined by IPART, having regard to the movements of the LGCI and productivity factor. IPART exercises this power under delegation from the Minister for Local Government.

## General Manager's Unit

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For the 2022/2023 financial year, IPART set a rate cap of 0.7% and within weeks of the rate cap being announced the Office of Local Government recognised the futility of this and announced an additional special variation to allow councils to apply up to 2.5%. Upper Hunter Shire made submissions to be granted a 2% increase which was subsequently approved by the OLG.

Upper Hunter Shire's rate income of approximately \$12 million is about 12% of the total budget and only a quarter of the operating budget, meaning that just to remain operational (not undertaking any capital works) Council relies on other funding sources to continue to operate.

It is clear that the one size fits all for rate capping does not work across all councils with different aged assets, community sizes, density and community needs. In 2022 IPART advised that they were modifying the mechanism to provide a rate cap that allowed for variable caps dependent on a Council's population growth rate. These caps for 2023/2024 were released on 29 September 2022 and varied from 3.7% to 6.8% with the highest rates being assigned to councils with the highest population growth rates. For Upper Hunter Shire Council, with low growth rates, we have been granted a rate cap of 3.7% (the lowest available). The logic of providing high increases to councils with high population growth rates is not logical and assumes that costs increase proportionately with growth. This is incorrect and to some degree is already managed through the increase in rateable properties without the need to also increase the rates collected from those properties. In essence, councils with high growth rates are getting not only the percentage increase from the rate income but the size of the rate income is also increased from the increased rateable number of properties.

In contrast, councils such as Upper Hunter do not have any rate increase through new rateable properties.

Present construction indices and wages growth are also outstripping any real increase in rate income, making Council even more reliant on grants and other forms of income to remain sustainable.

Given the issues with rate pegging, The NSW Government have called for a review and are seeking Council feedback by 4 November 2022.

Under section 9 of the Independent Pricing and Regulatory Tribunal Act 1992, the NSW Minister for Local Government, Wendy Tuckerman, asked the Independent Pricing and Regulatory Tribunal (IPART) to investigate and report on the current NSW rate peg methodology. In particular, the Minister for Local Government sought IPART to investigate and make recommendations on the following six matters:

1. Possible approaches to set the rate peg methodology to ensure it is reflective of inflation and costs of providing local government goods and services;
2. Possible approaches to stabilising volatility in the rate peg, and options for better capturing more timely changes in both councils' costs and inflation movements;
3. Alternate data sources to measure changes in councils' costs;
4. Options for capturing external changes, outside of councils' control, which are reflected in councils' cost';
5. The effectiveness of the current LGCI approach; and,
6. Whether the population growth factor is achieving its intended purpose.



## General Manager's Unit

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In reviewing these matters, the Minister for Local Government required IPART to have regard for the following factors:

- a) The Government's commitment to protect ratepayers from excessive rate increases and to independently set a rate peg that is reflective of inflation and cost and enabling financial sustainability for councils.
- b) The differing needs and circumstances of councils and communities in metropolitan, regional and rural areas of the State.
- c) Ensuring the rate peg is simple to understand and administer.

Following this request, IPART (2022) published its Review of Rate Peg Methodology: Issues Paper on 29 September 2022. In the Issues Paper, IPART (2022) identified twenty matters on which it sought input from both the NSW local government sector and the broader general public by 4 November 2022:

In addition, Professor Dollery has been commissioned by the United Services Union to review the IPART report and make his own recommendations. Professor Dollery recommends the abolition of rate pegging.

Provided under separate cover are copies of the Dollery paper (attachment 1) and the IPART Issues Paper (attachment 2). A draft submission is attached for Council endorsement (attachment 3).

### **OPTIONS**

Council can choose to:

1. endorse the submission drafted,
2. modify the submission as presently drafted to include or exclude additional material,
3. not make a submission.

### **CONSULTATION**

Consultation with the Director Corporate Services, Finance Manager and General Manager have occurred in the preparation of the submission.

### **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.

- 5.4 Open and effective communication methods and technology are utilised to share information about Council plans, intentions, actions and progress.
- 5.5 Community is effectively engaged, can provide opinion and contribute to decisions that plan for the present and future of the Upper Hunter Shire.

#### **b. Delivery Program**

- Ensuring regulatory and statutory compliance

## General Manager's Unit

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### c. Other Plans

N/A

## **IMPLICATIONS**

### a. Policy and Procedural Implications

There are no policy implications

### b. Financial Implications

Rate income makes up approximately \$12 million annually.

### c. Legislative Implications

There are no legislative implications. Council will comply with all rating legislation.

### d. Risk Implications

There are financial risks associated with the method of calculation of rates and reputation risks to Council if rates are increased significantly without due consideration to the community.

### e. Sustainability Implications

There are long term financial sustainability implications if Council is unable to raise significant rate income on an annual basis.

### f. Other Implications

NIL

## **CONCLUSION**

IPART are seeking feedback on their present issues paper on rate capping methodology. Council has prepared a draft submission that firstly recommends that NSW joins the rest of Australia and abolishes rate capping and has also provided feedback to IPART on a number of the processes that it feels need to be reviewed if rate capping is to continue.

## **ATTACHMENTS**

- |   |  |          |
|---|--|----------|
| 1 | IPART Rate Capping Report for USU Dollery                  | Excluded |
| 2 | Issues Paper Review of rate peg methodology-September-2022 | Excluded |
| 3 | <a href="#">Submission to IPART on rate capping</a>        |          |



**Submission to  
IPART, LGNSW and OLG on the  
IPART Issues Paper**

Upper Hunter Shire Council (UHSC) welcomes the opportunity to make a submission on the IPART Issues Paper on rate capping.

In summary, Council believes that the one aspect of the Issues Paper that has not been adequately addressed is the abolishment of rate capping in NSW. In this respect, Council is fully supportive of Professor Dollery in his review of the Issues Paper and his recommendation 1: A 'first – best' approach to abolish rate capping and grant local councils the freedom to strike their own rates and be held accountable by their own local residents.

In regard to the 20 questions posed in the Issues Paper the questions and Council's responses are shown below.

**1. To what extent does the Local Government Cost Index reflect changes in councils' costs and inflation? Is there a better approach?**

The use of an average index is too blunt of a tool when considering councils of different size, regions and community make up. The weightings used by IPART, for example, do not reflect the weightings of the Upper Hunter Shire and as such the index is significantly lower than actual costs. In addition, smaller councils are often operating under a number of different awards especially when those councils provide services such as child care and aged care and these awards and staff payments cannot be averaged across a local government award.

Page 7 (fig 1) of the IPART Issues Paper shows the weighting for each however when compared to UHSC actuals it is apparent how far these vary.

IPART Weighting		UHSC Actual
38.6%	Labour	29.9%
26.9%	Road and bridge construction	19.8%
6.2%	Business services, including administrative services	9.0%
4.9%	Non-residential building construction	1.2%
3.0%	Plant and equipment – machinery	1.3%
2.3%	Utilities (electricity, gas, and water)	1.4%
2.1%	Operating contracts	3.4%
1.5%	Emergency services levy	1.0%
1.2%	Insurance	1.5%

**2. What is the best way to measure changes in councils' costs and inflation, and how can this be done in a timely way?**

Professor Dollery provides strong arguments for more accurate rate capping based on better indices and geographical and regional influences. Council is supportive of Professor Dollery's position.

**All correspondence to:**

General Manager | Upper Hunter Shire Council | PO Box 208, Scone NSW 2337

**Phone:** Scone Office 6540 1100 | Merriwa Office 6521 7000 | Murrurundi Office 6540 1350

**Email:** [council@upperhunter.nsw.gov.au](mailto:council@upperhunter.nsw.gov.au)

[UPPERHUNTER.NSW.GOV.AU](http://UPPERHUNTER.NSW.GOV.AU)



**3. What alternate data sources could be used to measure the changes in council costs?**

Council's biggest increases in cost has been labour, materials and fuel. Relying on long term (2 years in some instances) of data is not adequate when there are large spikes in prices

**4. Last year we included a population factor in our rate peg methodology. Do you have any feedback on how it is operating? What improvements could be made?**

The report (pg 8) states "When the population a council serves grows, the costs of delivering local government services in the council's area also grow." This is an over simplistic statement and fails to recognise that the cost does not increase proportionally. In fact the reason for amalgamation of so many local government areas was to provide a more efficient mechanism so that larger populations could be serviced with less staff in a more efficient way. There are two flaws with the present population growth mechanism:

- (i) Councils that do have growth are achieving this primarily through higher land density development so the assets provided by the council are not increasing by the same rate of growth. Some assets may be utilised at a higher rate such as parks and community halls and where new assets are required these will be funded through developer contributions. Where existing assets are impacted through increased use, such as roads, then the already increased rate revenue from the growth in rateable properties should address this. There is in fact a double dip occurring where councils are getting increased rateable properties plus an increase in the amount levied on each property.
- (ii) There is an incorrect statement in the Issues Paper that as councils grow they provide more services. This is incorrect and in many smaller councils (especially in rural and regional areas) the council provides services far in excess of larger councils due to the fact there are no other state or private providers to do so and the size of the council area precludes a commercial provider undertaking these services. In the case of UHSC, because of our low population, we provide aged care services, child care services, subsidised rental to medical practitioners, all of which wouldn't be provided if we had sufficient growth to attract private investors to run these services. As such the logic that a population growth equates to Council providing additional services is incorrect and serves to actually disadvantage smaller councils with low growth who provide a vast array of services to its community until such time as population growth is sufficient to attract commercial providers.

**5. How can the rate peg methodology best reflect improvements in productivity and the efficient delivery of services by councils?**

The measurement of efficiency in local government has still not been adequately defined. As seen in the Fit for the Future process, relying on 10 KPIs to measure a council's performance fails to take into consideration many factors including rateable area (if a council has 50% national park and unrateable land how can it be compared to another council with only 10% unrateable land), length of roads, weather conditions, heavy vehicle routes, distance from major centres. There is no one size fits all which is why trying to develop a measure for 128 vastly different LGAs is flawed. Instead, the abolition of the rate peg and providing each council with the mechanism to determine their own within their own political space is the only solution.

**6. What other external factors should the rate peg methodology make adjustments for? How should this be done?**

As pointed out able councils provide a vast array of services not included in the LGCI and a more targeted actual cost of service provision should be undertaken.

**7. Has the rate peg protected ratepayers from unnecessary rate increases?**

No. The rate peg has stifled councils from providing the appropriate services and service levels to our community. It has resulted in lower service levels only. The argument that removing rate pegging will result in councils going crazy with rate increases is ludicrous. No elected member of a council will increase rates without a good cause and some may actually choose to not increase as much as they no longer have the protection of "well we're just implementing what IPART recommended" and will have to justify their decision making. Professor Dollery points out many examples across Australia where rate pegging is not used and the councils are providing value for money efficient services to their communities.

**8. Has the rate peg provided councils with sufficient income to deliver services to their communities?**

No. Services are cut each and every year to be able to provide services within our financial means.

**9. How has the rate peg impacted the financial performance and sustainability of councils?**

The financial performance would appear (by looking at the KPIs) to be maintained however the financial KPIs don't measure the real service delivery to the community.

**10. In what ways could the rate peg methodology better reflect how councils differ from each other?**

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, 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, like the 0.70% initially provided for the 2022/2023 year, places these councils into total despair removing the council's ability to service the community of basic requirements.

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 reduces Council's ability to maintain and service these roads to the level of satisfaction required by the farming ratepayers. Therefore, when 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.

It can be said that with a growing region councils do benefit from additional revenue streams including s94 and s64 development contributions to increase infrastructure amenities for the Community.

**11. What are the benefits of introducing different cost indexes for different council types?**

Unless an index can take into account all the variables as highlighted in point 5 above, then there is no benefit in introducing more. As pointed out above you have 128 different councils and no index will be representative of them all, or even representative of different types (unless you are prepared to have 128 different types of course).

**12. Is volatility in the rate peg a problem? How could it be stabilised?**

Volatility is not a problem provided it follows the true costs. When costs of fuel, wages and materials are going up by 5% or more and IPART makes a determination of a rate peg of 0.7% then that volatility against actual costs is the biggest concern for councils as the rate peg has no real world relativity to the costs being faced by the council.

**13. Would councils prefer more certainty about the future rate peg, or better alignment with changes in costs?**

Certainty may assist but certainty of a low rate peg (or an incorrect rate peg amount) won't provide much long term sustainability to a council if it has to wait several years to get it adjusted.

**14. Are there benefits in setting a longer term rate peg, say over multiple years?**

See point 13.

**15. Should the rate peg be released later in the year if this reduced the lag?**

The release date of the rate peg information, as it currently stands in December preceding the next financial year, meets Council's requirements for preparation of the forward year's budget.

**16. How should we account for the change in efficient labour costs?**

The demonstration of an efficient labour force and costs associated with this should not have an influence on the rate peg increments as this efficiency should remain with Council to achieve increased level of services for the Community.

**17. Should external costs be reflected in the rate peg methodology and if so, how?**

All costs should be accounted for in the rate peg. There is no known logic for removing any costs.

**18. Are council-specific adjustments for external costs needed, and if so, how could this be achieved?**

Absolutely yes and the only way to do council specific adjustments is to allow each council to determine these adjustments themselves and take ownership of them. No two councils are the same and trying to place an artificial index based on average costs across 128 councils is in itself flawed. If council specific adjustments are to be made by IPART how would IPART have the resources to control and measure this? It is inefficient to think IPART could do this better than the council itself.

**19. What types of costs which are outside councils' control should be included in the rate peg methodology?**

All costs should be included in the rate peg. To not include some costs will automatically result in councils having insufficient funds to operate.

**20. How can we simplify the rate peg calculation and ensure it reflects, as far as possible, inflation and changes in costs of providing services?**

The simplest, most cost efficient mechanism is to abolish the rate peg and allow councils to determine their own rates.

**Planning & Infrastructure Services**

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**G.10.5** ***DARTBROOK COAL MINE - DRAFT VOLUNTARY PLANNING AGREEMENT***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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**PURPOSE**

The purpose of this report is to seek Council's endorsement of a draft Voluntary Planning Agreement in respect of the Dartbrook Coal Mine before it is placed on public exhibition.

**RECOMMENDATION**

That Council:

1. endorse the draft Voluntary Planning Agreement between Upper Hunter Shire Council and AQC Dartbrook Management Pty Ltd in respect of Dartbrook Coal Mine.
2. place the draft Voluntary Planning Agreement on public exhibition for 28 days in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*.

**BACKGROUND**

Council, at its meeting held on 26 November 2018, resolved the following:

*That Council:*

1. *accept the offer from Australian Pacific Coal (APC) to enter into a Voluntary Planning Agreement (VPA) in respect of Dartbrook Coal Mine based on the contributions set out in Attachment 1 to the report.*
2. *note the acceptance of this offer in no way implies that UHSC supports the APC's proposed activities to extract coal at its Dartbrook coal mine.*

On 11 March 2022, Dartbrook was granted Modification 7 of Development Consent DA 231-07-2000 for the Dartbrook Coal Mine. Condition 11.4(b) of the Dartbrook Extension Consent requires Dartbrook to enter into a Planning Agreement with Council in accordance with the terms of Dartbrook's offer previously accepted by Council.

**REPORT/PROPOSAL**

The Planning Agreement provides that the developer, AQC Dartbrook Management Pty Ltd, will contribute the following monetary development contributions:

**Planning & Infrastructure Services**

Description of Contribution Column 1	Purpose of Contribution Column 2	Contribution Column 3	Funding Timeframe Column 4
Dartbrook community contribution	Funding for the provision of public infrastructure and services within the Upper Hunter Shire local government area particularly focusing on the Aberdeen area and its surrounds.	\$110,000.00 per year subject to CPI indexation capped at 5%.	The parties agree that the monetary Contributions shall be paid in quarterly instalments commencing on the date of this agreement.
Contribution of funding toward an environmental officer	Funding toward an environmental officer, who will be responsible for environmental matters associated with development in the Upper Hunter Shire local government area.	\$20,000.00 per year subject to CPI indexation capped at 5%.	The parties agree that the monetary Contributions shall be paid in quarterly instalments commencing on the date of this agreement.
Training of apprentices	To assist in building a skilled labour force in the Upper Hunter Shire local government area.	Use best endeavours to engage and maintain 2 apprentices sourced from residents within the Upper Hunter Shire local government area.	

The delivery of the monetary development contributions required by the Planning Agreement will be used to address the environmental, social and economic impacts of the Dartbrook Coal Mine on the community, particularly in the vicinity of Aberdeen and surrounds.

In accordance with Section 7.4 of the *Environmental Planning and Assessment Act 1979* (the Act), the contributions could be used for or applied towards the following public purposes:

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

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



## Planning & Infrastructure Services

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

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

A copy of the Draft VPA and explanatory note is provided in Attachments 1 and 2 respectively.

### **OPTIONS**

1. (a) endorse the draft Voluntary Planning Agreement between Upper Hunter Shire Council and AQC Dartbrook Management Pty Ltd in respect of Dartbrook Coal Mine.  
(b) place the draft Voluntary Planning Agreement on public exhibition for 28 days in accordance with Section 7.5 of the *Environmental Planning and Assessment Act 1979*.
2. Not adopt the draft Voluntary Planning Agreement in its current form and request amendments.

### **CONSULTATION**

- AQC Dartbrook Management Pty Ltd

### **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.

- 5.12 Provide timely and effective advocacy and leadership on key community issues and priorities.
- 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**

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

## Planning & Infrastructure Services

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### c. Other Plans

Sustainability Action Plan

### **IMPLICATIONS**

#### a. Policy and Procedural Implications

Nil

#### b. Financial Implications

The total annual contributions payable under the VPA would be \$130,000 (indexed to CPI). The contributions could be used to supplement Council's annual expenditure on a range of community services and facilities in Aberdeen and the surrounding area.

#### c. Legislative Implications

AQC Dartbrook Management Pty Ltd has offered to enter into a Voluntary Planning Agreement with Council in accordance with Section 7.4 of the *Environmental Planning and Assessment Act 1979*.

#### d. Risk Implications

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

#### e. Sustainability Implications

The development contributions will provide funding for community projects that contribute to the social, economic and environmental sustainability of the Upper Hunter Shire.

#### f. Other Implications

Nil

### **CONCLUSION**

The development contributions payable under the VPA would provide a reasonable level of funding for the provision of public infrastructure and services that directly benefit the Upper Hunter Shire, particularly the Aberdeen community and surrounding area.

### **ATTACHMENTS**

- 1 [↓](#) Dartbrook Coal Mine - Draft VPA
- 2 [↓](#) Dartbrook Coal Mine - VPA Explanatory Note

Planning Agreement

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# Planning Agreement

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Upper Hunter Shire Council ABN 17 261 839 740

AND

AQC Dartbrook Management Pty Ltd ABN 62 007 377 577

DRAFT

Planning Agreement

## Planning Agreement

<b>Date</b>	
<b>Parties</b>	<p><b>UPPER HUNTER SHIRE COUNCIL ABN 17 261 839 740</b> of 135 Liverpool Street, Scone NSW 2337</p> <p style="text-align: right;">(Council)</p> <p><b>AND</b></p> <p><b>AQC Dartbrook Management Pty Ltd ABN 62 007 377 577</b> of 6 Stair Street Kayuga NSW 2333]</p> <p style="text-align: right;">(Dartbrook)</p>
<b>Background</b>	<p>A. Dartbrook operates the Dartbrook Coal Mine, which is located north of the township of Muswellbrook in the Upper Hunter Valley in New South Wales.</p> <p>B. On 11 March 2022, Dartbrook was granted Modification 7 of Development Consent DA231-07-2000 for the Dartbrook Coal Mine.</p> <p>C. Condition 11.4(b) of the Dartbrook Extension Consent requires Dartbrook to enter into a Planning Agreement with Council in accordance with the terms of Dartbrook's offer for Contributions as set out in Schedule 2 of this Agreement.</p> <p>D. Dartbrook has offered to enter into a Planning Agreement on the terms of this Agreement to make Contributions for the purposes of satisfying Condition 11.4(b) of the Dartbrook Extension Consent.</p> <p>E. This Agreement is entered into pursuant to an arrangement under Division 7.1 of Part 7 of the Act.</p>

## Operative Provisions

### 1 Definitions

In this Agreement, unless the context indicates a contrary intention:

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

**Approval** means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement;

**Authority** means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

**Business Day** means a day on which banks are open for general banking business in NSW, excluding Saturdays, Sundays and public holidays;

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Planning Agreement

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**Claim** means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this Agreement;

**Contributions** means a contribution made by Dartbrook under this Agreement, pursuant to Schedule 2;

**CPI** means the All Group Consumer Price Index for Sydney as published by the Australian Bureau of Statistics;

**Dartbrook Coal Mine** means the coal mine operated by Dartbrook pursuant to the original Dartbrook Consent;

**Dartbrook Consent** means Development Consent DA231-07-2000 for the Dartbrook Coal Mine which was granted by the Minister for Urban Affairs and Planning on 28 August 2001 as modified;

**Dartbrook Extension Consent** means the Development Consent granted in response to Development Application DA231-07-2000-Mod-7;

**Development** means the development approved pursuant to the Dartbrook Extension Consent;

**Development Application** has the same meaning as in the Act;

**Development Consent** has the same meaning as in the Act;

**Dispute** means any dispute between the parties in connection with this Agreement;

**End of Mining Operations** means when Dartbrook ceases extracting, processing and transporting coal from the Dartbrook Coal Mine and all associated mine rehabilitation has been completed;

**Land** means the land owned by Trepang Services Pty Ltd as at the date of this Agreement upon which the Development is situated being the land comprised in Appendix 1 of the Dartbrook Extension Consent;

**Law** means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

**Notice** means a written notice, consent, approval, direction, order, information, application, request or other communication.

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## 2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this Agreement or another document includes any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Agreement;

Planning Agreement

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- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO or managing director)** the president, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;

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 Planning Agreement
 

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- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

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**3 Planning Agreement under the Act**

- (a) The parties agree that this Agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 1 of this Agreement summarises the requirements for planning agreements under s 7.4 of the Act and the way this Agreement addresses those requirements.

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**4 Application of this Agreement**

This Agreement applies to the Land.

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**5 Operation of this Agreement**

- (a) This Agreement commences on and from the date it is executed.
- (b) On and from the date of termination of this Agreement in accordance with clause 9, this Agreement will cease to have effect and the Council will immediately return to Dartbrook any title documentation or other security it holds under this Agreement.

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**6 Application of s 7.11, s 7.12 and s 7.24 of the Act**

- (a) This agreement does not exclude the application of section 7.11 of the Act to the Development.
- (b) This agreement does not exclude the application of section 7.12 of the Act to the Development.
- (c) This agreement does not exclude the application of section 7.24 of the Act to the Development.
- (d) This Agreement does not prevent the parties from entering into other planning agreements within the meaning of Section 7.4 of the Act in relation to the Development.
- (e) The benefits under this Agreement are not to be taken into consideration in determining a development contribution under sections 7.11, 7.12 or 7.24 of the Act.

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**7 Contributions to be made under this Agreement**
**7.1 Contributions**

- (a) Dartbrook must make Contributions to Council in accordance with Schedule 2 of this Agreement and any other relevant provision of this Agreement to the satisfaction of Council.
- (b) Council will apply each Contribution made by Dartbrook under this Agreement:
  - (i) for the benefit of the public; and
  - (ii) otherwise in accordance with this Agreement.
- (c) Council will publicly acknowledge the contribution of the Dartbrook Mine under this Agreement.
- (d) Council will on an annual basis provide Dartbrook Mine a report on how the contribution have been invested.

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 Planning Agreement
 

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**7.2 Monetary Contributions**

- (a) The parties agree that the monetary Contributions per annum shall be paid in quarterly instalments commencing on the date that this agreement is signed by both parties.
- (b) Monetary Contributions paid in accordance with Schedule 2 must be paid by cash, bank cheque made payable to Upper Hunter Shire Council or by electronic transfer into a bank account, the details of which are to be provided by Council to Dartbrook.
- (c) A monetary Contribution is made for the purposes of this Agreement when Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by deposit by means of electronic funds transfer of cleared funds into the bank account nominated by Council.

**7.3 Apprentices**

- (a) As stated in Schedule 2, Dartbrook will use its best endeavours to engage and maintain, at a minimum, 2 apprentices sourced from residents within the Upper Hunter Shire local government area from the date of this Agreement until the End of Mining Operations.

**7.4 Adjustment for CPI**

The amount of the Contributions in column 3 of the table in Schedule 2 are subject to adjustment for changes in CPI as follows:

$$DCP = \frac{DC \times A}{B}$$

where:

- DCP = the actual Contribution payment amount payable at the time the particular payment is made;
- DC = the particular Contribution payment amount required to be paid as per column 3 of the table in Schedule 2;
- A = the most recent CPI published by the Australian Bureau of Statistics prior to the date the payment is due to be made; and
- B = the most recent CPI published by the Australian Bureau of Statistics prior to the date of this Agreement.

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**8 Registration of this Agreement**

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

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**9 Termination**

- (a) This Agreement terminates on:
  - (i) the date on which a Court of competent jurisdiction declares that either the Dartbrook Consent or the Dartbrook Extension Consent (if applicable) is invalid;
  - (ii) the date of End of Mining Operations; or
  - (iii) at such time it is mutually agreed between the parties in writing.

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**10 Review of this Agreement**

- (a) This Agreement may be reviewed or modified by agreement of the parties provided that no review will be undertaken within the 3 years following the date of this Agreement.
- (b) No review or modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.



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- (c) A party is not in breach of this Agreement if it does not agree to an amendment to this Agreement requested by a party in, or as a consequence of, a review.

## 11 Dispute Resolution

### 11.1 General

This clause applies to any Dispute arising in connection with this Agreement.

### 11.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other party of:

- (a) the nature of the Dispute;
- (b) the alleged basis of the Dispute; and
- (c) the position which the party issuing the Notice of Dispute believes is correct.

### 11.3 Representatives of parties to meet

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified Dispute.
- (b) The parties may, without limitation:
  - (i) resolve the Dispute during the course of that meeting,
  - (ii) agree that further material or expert determination in accordance with clause 11.6 about a particular issue or consideration is needed to effectively resolve the Dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
  - (iii) agree that the parties are unlikely to resolve the Dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant Dispute.

### 11.4 Further Notice if not settled

If the Dispute is not resolved within 20 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the Dispute (Determination Notice) by mediation under clause 11.5 or by expert determination under clause 11.6.

### 11.5 Mediation

If a party gives a Determination Notice calling for the Dispute to be mediated:

- (a) the parties must agree to the terms of reference of the mediation within 10 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within 10 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this clause 11.5 must:
  - (i) have reasonable qualifications and practical experience in the area of the Dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;

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- (d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a Dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) in relation to costs and expenses:
  - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

**11.6 Expert determination**

If the Dispute is not resolved under clause 11.3 or clause 11.5, or the parties otherwise agree that the Dispute may be resolved by expert determination, the parties may refer the Dispute to an expert, in which event:

- (a) the Dispute must be determined by an independent expert in the relevant field:
  - (i) agreed upon and appointed jointly by the parties; and
  - (ii) in the event that no agreement is reached, or no appointment is made within 10 Business Days of the agreement, to refer the Dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the Dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties unless:
  - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and intends to commence litigation; or
  - (ii) the determination is in respect of, or relates to, termination or purported termination of this Agreement by a party, in which event the expert is deemed to be giving a non-binding appraisal.

**11.7 No suspension of contractual obligations**

Subject to any interlocutory order, the referral to or undertaking of a Dispute resolution process under this clause 11 does not suspend the parties' obligations under this Agreement.

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## 12 Enforcement

### 12.1 Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this Agreement, it may give notice in writing to the other party (Default Notice) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 30 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may, if the Default Notice relates to a Dispute, refer the Dispute to dispute resolution under clause 11 of this Agreement.

### 12.2 General enforcement

- (a) Without limiting any other remedies available to the parties, this Agreement may be enforced by a party in any Court of competent jurisdiction.
- (b) For the avoidance of doubt, 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; or
  - (ii) the Council from exercising any function under the Act or any other Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

## 13 Assignment

- (a) Dartbrook must not assign or deal with any right under this Agreement without the prior written consent of Council and any proposed assignment or dealing must not take effect until this Agreement has been registered against the title to the Land.
- (b) Council may withhold its consent to any proposed assignment by Dartbrook unless it is satisfied on reasonable grounds that the proposed assignee has sufficient financial and technical resources to enable it to comply with Dartbrook's obligations under this Agreement.
- (c) Any change of ownership or control (as defined in section 50AA of the *Corporations Act 2001* (Cth)) of a party (excluding Council) shall be deemed to be an assignment of this Agreement for the purposes of this clause.
- (d) Any purported dealing in breach of this clause is of no effect.

## 14 Approvals and consents

Except as otherwise set out in this Agreement, and subject to any Law, 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 that party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## 15 Council's position

### 15.1 Agreement does not fetter Discretion

This Agreement is not intended to operate to fetter, in any manner the:

- (a) power of Council to make any Law; or

Planning Agreement

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- (b) exercise by Council of any statutory power or discretion including;  
(all referred to in this Agreement as a "Discretion").

**15.2 Severance of provisions**

- (a) No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:
- (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 15 is substantially satisfied; and
- (ii) in the event that clause 15.2(a)(i) cannot be achieved without giving rise to a fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect.

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**16 Notices**

**16.1 Notices**

- (a) Any Notice that must or may be given or made to a party to this Agreement is only given or made if it is in writing and sent in one or more of the following ways:
- (i) delivered or posted to that party at its address set out below;
- (ii) faxed to that party at its fax number set out below; or
- (iii) emailed to that party at its email address set out below

**Council**

Attention	The General Manager
Address	135 Liverpool Street, Scone NSW 2337
Email	council@upperhunter.nsw.gov.au

**Dartbrook**

Attention	Jeff Beatty
Address	Dartbrook Mine 6 Stair Street Kayuga NSW 2333
Email	<a href="mailto:Jeff.beatty@tetraresources.com.au">Jeff.beatty@tetraresources.com.au</a>

- (b) If a party gives the other party 3 Business Days' notice of a change of its address, number or email, any Notice is only given or made by that party if it is delivered, posted or emailed to the latest address or email.
- (c) Any Notice is to be treated as given or made at the following time if it is:
- (i) delivered, when it is left at the relevant address;
- (ii) sent by post, 5 Business Days after it is posted.
- (d) If any Notice is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5pm 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.

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**16.2 Notices sent by email**

- (a) A party may serve a Notice by email if the Notice:
  - (i) includes a signature block specifying:
    - a. the name of the person sending the Notice; and
    - b. the sender's position within the relevant party;
  - (ii) states in the body of the message or the subject field that it is sent as a Notice under this Agreement;
  - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Agreement; and
  - (iv) is sent to the email address specified in clause 16.1(a) or the email address last notified by the intended recipient to the sender.
- (b) The recipient of a Notice served under this clause 16.2 must:
  - (i) promptly acknowledge receipt of the Notice; and
  - (ii) keep an electronic copy of the Notice.
- (c) Failure to comply with clause 16.2 does not invalidate service of a Notice under this clause.

**16.3 Receipt of Notices sent by email**

- (a) A Notice sent under clause 16.2 is taken to be given or made:
  - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
  - (ii) when the Notice enters an information system controlled by the recipient; or
  - (iii) when the Notice is first opened or read by the recipient, whichever occurs first.
- (b) If under clause 16.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

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**17 Interest to accrue**

**17.1 Interest**

- (a) Dartbrook agrees to pay interest on any amount under this Agreement which is not paid on the due date for payment. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.
- (b) Dartbrook agrees to pay interest under this clause on demand from Council.

**17.2 Rate of interest**

The rate of interest applying to each daily balance is the maximum rate permitted to accrue on unpaid rates by Section 566(3) of the *Local Government Act 1993* (NSW).

Planning Agreement

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## **18 General**

### **18.1 Relationship of the Parties**

- (a) Nothing in this Agreement constitutes a partnership between the parties, nor does it constitute one party to be the agent of the other.
- (b) A party cannot in any way or for any purpose bind another party or contract in the name of another party.

### **18.2 Entire Agreement**

This Agreement constitutes the entire agreement of the parties in relation to its subject matter and supersedes all prior agreements, understandings and negotiations between the parties. Subject to any contrary requirement of any Law, no other covenants or provisions are implied or arise between the parties by way of collateral or other agreement. The existence of any such implication or collateral or other agreement is expressly negative to the extent permitted by Law.

### **18.3 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of or seeks to rely on this Agreement or any part of it.

### **18.4 Confidentiality**

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

### **18.5 Governing Law and Jurisdiction**

- (a) The laws applicable in New South Wales govern this Agreement.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the New South Wales Courts and Courts competent to hear appeals from those Courts.

### **18.6 Counterparts**

This Agreement may be executed in any number of counterparts and all such counterparts taken together will constitute the same instrument. A party can execute this Agreement by signing any counterpart. Counterparts can be exchanged electronically by way of email.

### **18.7 Costs**

- (a) Dartbrook must pay to Council the Council's reasonable costs (exclusive of GST) and disbursements in connection with the negotiation, preparation, execution, registration and release and discharge of this Agreement and any other document relating to this Agreement, and for all advertising and associated costs, within 7 days of a written demand by Council for such payment.
- (b) Dartbrook must also pay to Council the Council's reasonable costs of enforcing this Agreement within 7 days of a written demand by Council for such payment.

### **18.8 Further assurances**

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

### **18.9 Representation and warranties**

The parties represent and warrant that they have the power and authority to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any Law.

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**18.10. Severability**

Subject to clause 15, this Agreement must, so far as possible, be interpreted or construed so as not to be invalid, illegal or unenforceable in any respect but if any provision on its true interpretation or construction is held to be illegal, invalid or unenforceable:

- (a) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character; or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

**18.11. Waiver**

- (a) A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) 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 any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

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**Schedule 1**  
**Summary of requirements (Section 7.4)**

<b>Subject and subsection of the Act</b>	<b>Planning Agreement</b>
<b>Planning instrument and/or Development Application</b> Section 7.4(1)	The Dartbrook Extension Consent approved on 11 March 2022
<b>Description of the land to which the planning Agreement applies</b> Section 7.4(3)(a)	See the definition of Land in clause 1.
<b>The scope, timing and manner of delivery of contribution required by the Planning Agreement</b> Section 7.4(3)(b)	See clause 7.
<b>Applicability of section 7.11 of the Act</b> Section 7.4(3)(d)	Not excluded. See clause 6.
<b>Applicability of section 7.12 of the Act</b> Section 7.4(3)(d)	Not excluded. See clause 6.
<b>Applicability of section 7.24 of the Act</b> Section 7.4(3)(d)	Not excluded. See clause 6.
<b>Mechanism for dispute resolution</b> Section 7.4(3)(f)	See clause 11.
<b>Enforcement of the Planning Agreement</b> Section 7.4(3)(g)	See clause 12.
<b>Registration of the Planning Agreement</b> Section 7.4(3)(g)	Not to be registered against the Land. See clause 8.
<b>No obligation to grant consent or exercise functions</b> Section 7.4(9)	See clauses 14 and 15.



Planning Agreement

## Schedule 2 Contributions

Description of Contribution Column 1	Purpose of Contribution Column 2	Contribution Column 3	Funding Timeframe Column 4
Dartbrook community contribution	Funding for the provision of public infrastructure and services within the Upper Hunter Shire local government area particularly focusing on the Aberdeen area and its surrounds.	\$110,000.00 per year subject to CPI indexation capped at 5%.	The parties agree that the monetary Contributions per annum shall be paid in quarterly instalments commencing on the date that this agreement is signed by both parties.
Contribution of funding toward an environmental officer	Funding toward an environmental officer, who will be responsible for environmental matters associated with development in the Upper Hunter Shire local government area.	\$20,000.00 per year subject to CPI indexation capped at 5%.	The parties agree that the monetary Contributions per annum shall be paid in quarterly instalments commencing on the date that this agreement is signed by both parties.
Training of apprentices	To assist in building a skilled labour force in the Upper Hunter Shire local government area.	Use best endeavours to engage and maintain 2 apprentices sourced from residents within the Upper Hunter Shire local government area.	

Planning Agreement

**EXECUTED AS AN AGREEMENT:**

**EXECUTED by Upper Hunter Shire Council** )  
**ABN 17 261 839 740** by its authorised delegate )  
pursuant to Section 377 of the *Local* )  
*Government Act 1993 (NSW)*, in the presence )  
of:

.....  
Signature of Witness

.....  
General Manager

.....  
Name of Witness (Print)

.....  
Name of General Manager

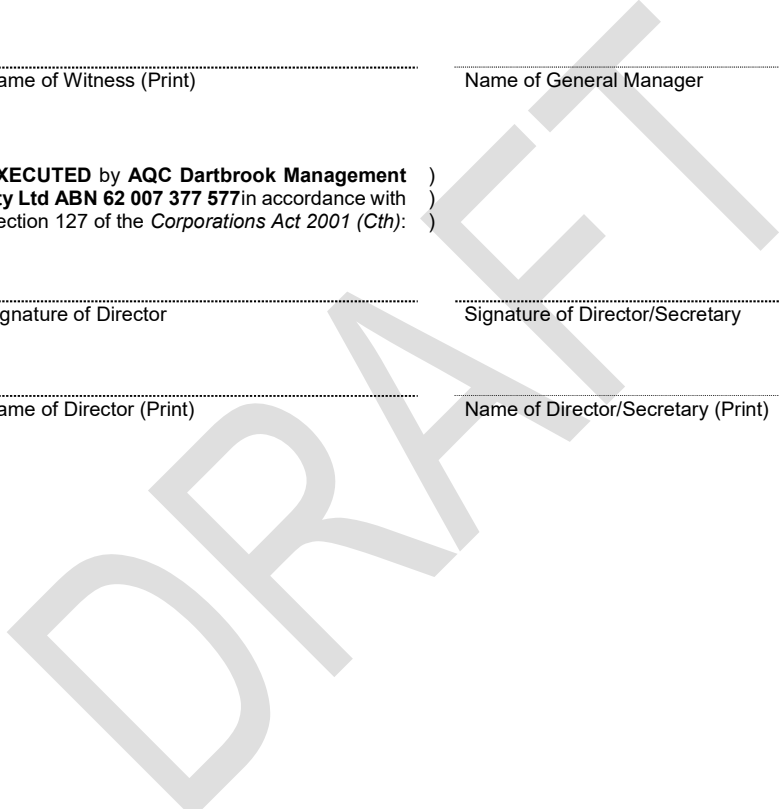
**EXECUTED by AQC Dartbrook Management** )  
**Pty Ltd ABN 62 007 377 577** in accordance with )  
Section 127 of the *Corporations Act 2001 (Cth)*: )

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director (Print)

.....  
Name of Director/Secretary (Print)



# Explanatory Note

## Draft Planning Agreement

### Dartbrook Coal Mine Extension

*Environmental Planning & Assessment Act 1979, section 7.5*  
*Environmental Planning & Assessment Regulation 2021, section 205*

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

The parties to the Planning Agreement are the Upper Hunter Shire Council (**Council**) and AQC Dartbrook Management Pty Ltd (the **Developer**).

The Planning Agreement will provide for the payment of monetary development contributions in connection with the Dartbrook Coal Mine Extension Consent.

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

#### Description of the Development

The Developer operates the Dartbrook Coal Mine, which is located approximately 4.5 kilometres southeast of Aberdeen in the Upper Hunter Valley in New South Wales. On 11 March 2022, the Developer was granted Modification 7 of Development Consent DA231-07-2000 for the Dartbrook Coal Mine.

Modification 7 involves:

- recommence underground coal mining ;
- recommence coal washing, processing and coal load out; and
- extend the project duration out to 05 December 2027.

Condition 11.4(b) of the Dartbrook Extension Consent requires Dartbrook to enter into a Planning Agreement with Council in accordance with the terms of an offer previously accepted by Council.

#### Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will contribute the following monetary development contributions:

Monetary Contribution	Item	Public Purpose	Payment Details
\$110,000 per annum (subject to CPI indexation capped at 5%)	<i>Dartbrook Community Contribution</i>	<i>The Community Contribution is to be used for or applied towards public purposes for the benefit of Aberdeen and its surrounds.</i>  <i>The contribution is to be allocated at the discretion of the Council.</i>	Annual contributions shall be paid in quarterly instalments commencing on the date of the agreement.

		<i>A committee of Council and representatives of the Developer will make recommendations to Council regarding the use of contributions for, or application of the contributions towards public purposes.</i>	
<b>\$20,000</b> per annum (subject to CPI indexation capped at 5%)	<i>Environmental Officer</i>	<i>Funding towards the employment of an Environmental Officer by Council.</i>	Annual contributions shall be paid in quarterly instalments commencing on the date of the agreement.

### Assessment of the merits of the Planning Agreement

The delivery of the monetary development contributions required by the Planning Agreement will be used to address the environmental, social and economic impacts of the Dartbrook Coal Mine Extension Consent on the community, particularly in the vicinity of Aberdeen and surrounds.

In accordance with Section 7.4 of the Act, the Community Contribution, and contribution towards funding the employment or engagement of an Environmental Officer, could be used for or applied towards the following public purposes:

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

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

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

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

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

- (a) to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,

(b) to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment,

(c) to promote the orderly and economic use and development of land.

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

**Planning & Infrastructure Services**

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**G.10.6** ***GRAEME STREET ABERDEEN - RECTIFICATION OF ROAD ENCROACHMENTS***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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**PURPOSE**

The purpose of this report is to seek Council's endorsement of the proposed classification of land identified as Proposed Lots 1 - 7 in the part road closure of Graeme Street, Aberdeen from Campbell Street eastwards to the eastern boundary of 83A Graeme Street (Lot 402 DP 1143419).

**RECOMMENDATION**

That Council:

1. endorse the proposed classification of land known as Proposed Lots 1 - 7 in the part road closure of Graeme Street, Aberdeen from Campbell Street eastwards to the eastern boundary of 83A Graeme Street (Lot 402 DP 1143419) as 'Operational Land'.
2. give public notice of a proposed resolution to classify the land in accordance with Section 34 of the *Local Government Act 1993*.
3. subject to no objections being received, classify the land known as Proposed Lots 1 - 7 in the part road closure of Graeme Street, Aberdeen from Campbell Street eastwards to the eastern boundary of 83A Graeme Street (Lot 402 DP 1143419) as 'Operational Land'.
4. enter into contracts of sale with the adjoining land owners that have expressed an interest in acquiring the proposed allotments.
5. delegate authority to the General Manager to execute the contracts of sale.

**BACKGROUND**

Council, at its meeting held on 28 November 2011, resolved to:

- 1) *proceed with the rectification of Graeme Street Aberdeen road encroachments by making application to Crown Lands Department for a CL 45-36 First Title Creation for road encroachments;*
- 2) *delegate authority to the General Manager to negotiate the purchase price for each allotment.*

The rectification of the Graeme Street road encroachments has not been finalised.

**REPORT/PROPOSAL**

Council is proposing to transfer unused portions of the southern side of Graeme Street, Aberdeen from Campbell Street eastwards to 83A Graeme Street to adjoining property owners. A plan showing the subject land is provided in Attachment 1.

The section of road reserve comprises a total area of 931m<sup>2</sup> and is occupied by various structures and features including fences, gardens, sheds, driveways and a dwelling as shown on the attached image. Whilst the shaded area in the image appears to be part of the adjoining allotments, the land is in fact road reserve.

## Planning & Infrastructure Services

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The proposed new boundary of the road reserve would align with the existing front fence line of the properties fronting Graeme Street.

In August and September 2021, Council wrote to the property owners on Graeme Street, seeking expressions of interest to acquire proposed Lots 1 - 7 of the part road closure. In response, Council received four (4) expressions of interest.

To date, Council staff have prepared a plan of part road closure and undertaken consultation with all relevant authorities. The plan has been registered with NSW Land Registry Services and is now ready for gazettal. A copy of the plan is provided in Attachment 2.

In accordance with Section 25 of the *Local Government Act 1993*, all public land must be classified. It is proposed to classify the portions of closed road as operational land to enable the land to be transferred to the adjoining landowners.

Council must give public notice of a proposed resolution to classify public land in accordance with Section 34 of the *Local Government Act 1993*.

### OPTIONS

1. (a) endorse the proposed classification of land known as Proposed Lots 1 - 7 in the part road closure of Graeme Street, Aberdeen from Campbell Street eastwards to the eastern boundary of 83A Graeme Street (Lot 402 DP 1143419) as 'Operational Land'.  
(b) give public notice of a proposed resolution to classify the land in accordance with Section 34 of the *Local Government Act 1993*.  
(c) subject to no objections being received, classify the land known as Proposed Lots 1 - 7 in the part road closure of Graeme Street, Aberdeen from Campbell Street eastwards to the eastern boundary of 83A Graeme Street (Lot 402 DP 1143419) as 'Operational Land'.  
(d) enter into contracts of sale with the adjoining land owners that have expressed an interest in acquiring the proposed allotments.  
(e) delegate authority to the General Manager to execute the contracts of sale.
2. not endorse the proposed classification and do not proceed with the proposed road closure.

### CONSULTATION

- Graeme Street landowners
- Survey Design Engineer

### 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.

## Planning & Infrastructure Services

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### b. Delivery Program

- Strategic property management of Council's property portfolio to ensure it meets the needs of the Community

### c. Other Plans

Nil

## **IMPLICATIONS**

### a. Policy and Procedural Implications

Nil

### b. Financial Implications

The cost of surveying and legal fees associated with the partial road closure and transfer will be funded by the proceeds received from the sale of proposed Lots 1 – 7.

### c. Legislative Implications

As discussed in the body of the report.

### d. Risk Implications

The risk implications of the proposed partial road closure, land classification and transfer of proposed allotments are minimal.

### e. Sustainability Implications

Nil

### f. Other Implications

Nil

## **CONCLUSION**

Council is proposing to transfer unused portions of the southern side of Graeme Street, Aberdeen from Campbell Street eastwards to 83A Graeme Street to adjoining property owners to rectify existing encroachments.

It is proposed to classify the portions of closed road as operational land to enable the land to be transferred to the adjoining landowners.

## **ATTACHMENTS**

- [1](#) ↓ Graeme Street Road Reserve - area subject to closure
- [2](#) ↓ Graeme Street - survey



Created by Information Services



Upper Hunter Shire Council 2019



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 Email: [council@upperhunter.nsw.gov.au](mailto:council@upperhunter.nsw.gov.au)

**Important Notice!**

This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground.

This information has been prepared for Council's internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose (whether the purpose has been notified to Council or not).

While every care is taken to ensure the accuracy of this data, neither the Upper Hunter Shire Council nor the Department of Lands makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability for all expenses, losses, damages (indirect or consequential) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

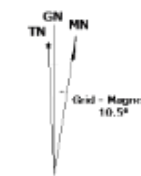
© The State of New South Wales (Department of Lands) 2008, © Upper Hunter Shire Council 2008



**Important**

This map was produced on the GEOCENTRIC DATUM OF AUSTRALIA 1994 (GDA94), which has superseded the Australian Geographic Datum of 1984 (AGD66/84). Heights are referenced to the Australia Height Datum (AHD) heights. For most practical purposes GDA94 coordinates and satellite derived (GPS) coordinates based on the World Geodetic Datum 1984 (WGS84) are the same.

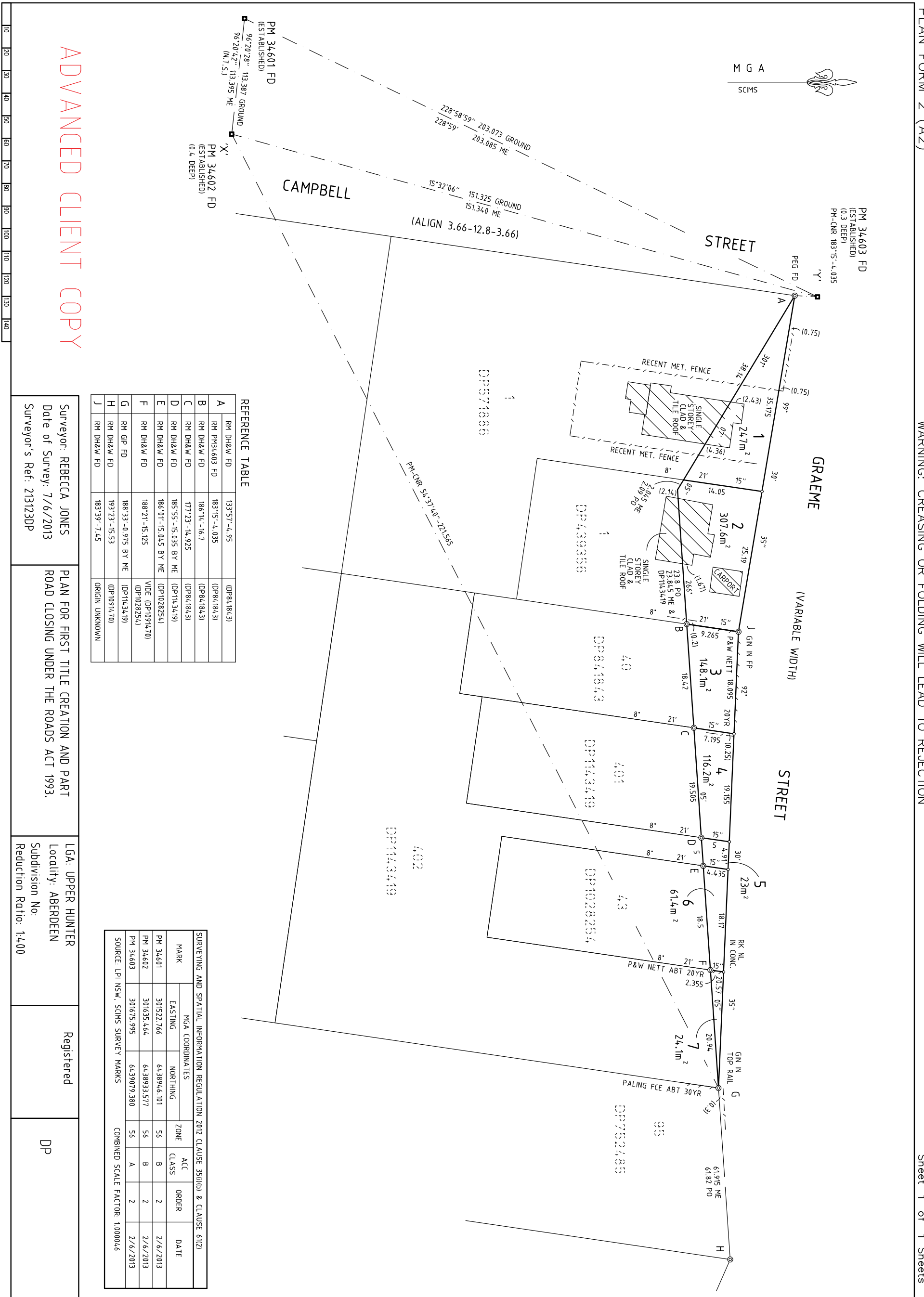
True North, Grid North and Magnetic North are shown diagrammatically for the centre of the Upper Hunter Local Government Area. Magnetic North is correct for 2001 moving easterly by 0.04° in about five years.



Projection: MGA94 Zone 56

Date: 3-August-2021

Scale = 476.28



REFERENCE TABLE

MARK	DESCRIPTION	COORDINATES	ORIGIN
A	RM DH&W FD	133°57'-4.95	(DP)84,184,3
B	RM PH34603 FD	183°15'-4.035	(DP)84,184,3
C	RM DH&W FD	186°14'-16.7	(DP)84,184,3
D	RM DH&W FD	177°23'-14.925	(DP)84,184,3
E	RM DH&W FD	185°55'-15.035 BY ME	(DP)114,34,19
F	RM DH&W FD	186°01'-15.045 BY ME	(DP)102,825,4
G	RM DH&W FD	188°21'-15.125	VIDE (DP)109,14,70
H	RM GIP FD	188°33'-0.975 BY ME	(DP)114,34,19
I	RM DH&W FD	193°23'-15.53	(DP)109,14,70
J	RM DH&W FD	183°39'-7.45	ORIGIN UNKNOWN

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) & CLAUSE 61(2)

MARK	EASTING	NORTHING	ZONE	ACC CLASS	ORDER	DATE
PM 34601	301522.766	6438946.101	56	B	2	2/6/2013
PM 34602	301635.464	6438933.577	56	B	2	2/6/2013
PM 34603	301675.995	6439079.380	56	A	2	2/6/2013

SOURCE: LPI NSW, SCIMS SURVEY MARKS  
 COMBINED SCALE FACTOR: 1.0000046

**Planning & Infrastructure Services**

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**G.10.7**

***RSL SUB-BRANCH INSTALLATION OF TWO FLAG POLES  
AT SCONE MEMORIAL SWIMMING POOL***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Mathew Pringle - Director Planning & Infrastructure Services

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**PURPOSE**

The purpose of this report is for Council to consider a request from the Scone RSL sub branch to install two flagpoles in the vicinity of the Cenotaph outside the Scone Memorial Swimming Pool to be used for commemorative ceremonies.

**RECOMMENDATION**

That Council:

1. install two (2) flagpoles in the vicinity of the Cenotaph outside the Scone Memorial Swimming Pool for use during commemorative ceremonies.
2. accept the offer of a contribution from the Scone RSL sub branch towards the cost of the works.

**BACKGROUND**

Council has not considered this matter previously.

**REPORT/PROPOSAL**

Council has received a request from the Scone RSL sub branch to install two flagpoles in the vicinity of the Cenotaph outside the Scone Memorial Swimming Pool to be used for commemorative ceremonies.

Council currently has two surplus 6 metre aluminium flag poles in stock at the Council depot. These flagpoles could be installed relatively quickly and easily using in-ground sockets. The existing flagpole at the site would be removed.

The Scone RSL sub branch has offered to make a contribution towards the cost of the works. The value of the contribution is unknown at this stage.

The installation of flagpoles by a public authority is exempt development pursuant to Clause 2.21 of State Environmental Planning Policy (Transport & Infrastructure) 2021.

**OPTIONS**

1. Install two (2) flagpoles in the vicinity of the Cenotaph outside the Scone Memorial Swimming Pool for use during commemorative ceremonies.
2. Install the flagpoles at the full or partial cost of the Scone RSL subbranch.
3. Not install the flagpoles.

**CONSULTATION**

- General Manager
- Manager Works Delivery

## Planning & Infrastructure Services

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### **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.

#### **b. Delivery Program**

- Community social and physical infrastructure to support community activities

#### **c. Other Plans**

Nil

### **IMPLICATIONS**

#### **a. Policy and Procedural Implications**

Nil

#### **b. Financial Implications**

The estimated cost of the two flagpoles, in-ground sockets and installation is approximately \$3,000. The cost of installation would be funded from the existing budget together with a contribution from the Scone RSL sub branch.

#### **c. Legislative Implications**

Nil

#### **d. Risk Implications**

Nil

#### **e. Sustainability Implications**

The proposal contributes to social sustainability by supporting important cultural and heritage values of the community.

#### **f. Other Implications**

Nil

### **CONCLUSION**

Council has received a request from the Scone RSL sub branch to install two flagpoles in the vicinity of the Cenotaph outside the Scone Memorial Swimming Pool to be used for commemorative ceremonies. Council could install the flagpoles relatively quickly at minimal cost.

### **ATTACHMENTS**

There are no enclosures for this report



## Infrastructure Services

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### CONFIDENTIAL REPORTS

**CR.10.1** ***TENDER NO. 18/2022 - SEVEN BRIDGES - TENDER EVALUATION***

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**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.*

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### **PURPOSE**

The purpose of this report is to outline the process that has been followed for the evaluation of Tender No. 18/2022 for the Design and Construction of Seven Bridges and to make a recommendation to accept a tender.



**General Manager's Unit**

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**CR.10.2**

***SCONE CHAMBER OF COMMERCE RENTAL  
SUBSIDY/DONATION REQUEST***

**RESPONSIBLE OFFICER:** Greg McDonald - General Manager

**AUTHOR:** Karen Lee - Governance & Executive Support Officer

*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.*

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**PURPOSE**

The purpose of this report is for Council to consider providing financial assistance to the Scone Chamber of Commerce & Industry.



**General Manager's Unit**

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**CR.10.3**

***TENDER RFT-10048551 - SCONE CBD REVITALISATION  
STAGE 1 - AWARD TENDER***

**RESPONSIBLE OFFICER:** Kristian Enevoldson - Director Corporate & Community Services

**AUTHOR:** Grahame Wilson - Manager Strategic Projects

*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.*

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This report will be provided as a late report following the Federal Budget announcement.