

## WENTWORTH SHIRE COUNCIL

Notice is hereby given, in accordance with the provisions of the Local Government Act 1993 that an **ORDINARY MEETING** of Wentworth Shire Council will be held in the **MIDWAY CENTRE**, **BURONGA AND VIA VIDEO CONFERENCING**, commencing at **10:00AM**.

The meeting is being livestreamed and/or recorded for on-demand viewing via Council's website and a person's image and/or voice may be broadcast.

Attendance at the meeting is to be taken as consent by a person to their image and/or voice being webcast.

All speakers should refrain from making any defamatory comments or releasing personal information about another individual without their consent.

Council accepts no liability for any damage that may result from defamatory comments made by persons attending meetings – all liability will rest with the individual who made the comments.

The meeting must not be recorded by others without prior written consent of the Council in accordance with the Council's code of meeting practice.

KEN ROSS GENERAL MANAGER

## ORDINARY MEETING AGENDA

**18 NOVEMBER 2020** 

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#### 1 OPENING OF MEETING

The Mayor requests that the General Manager makes announcements regarding the recording and live-streaming of the meeting.

- 2 PRAYER OR ACKNOWLEDGEMENT OF COUNTRY
- 3 APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE
- 4 DISCLOSURES OF INTERESTS

#### 5 CONFIRMATION OF MINUTES

#### **Recommendation**

That the Minutes of the Ordinary Meeting held 21 October 2020 be confirmed as circulated.

#### **Recommendation**

That the Minutes of the Extraordinary Meeting held 9 November 2020 be confirmed as circulated.



## **WENTWORTH SHIRE COUNCIL**

# ORDINARY MEETING MINUTES

**21 OCTOBER 2020** 

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#### 1 OPENING OF MEETING

The Mayor opened the meeting with a prayer at 10:12 AM.

#### 2 PRAYER OR ACKNOWLEDGEMENT OF COUNTRY

#### PRESENT:

**COUNCILLORS:** Councillor Melisa Hederics (Mayor)

Councillor Tim Elstone (Deputy Mayor)

Councillor Greg Evans
Councillor Steve Heywood
Councillor Jane MacAllister
Councillor Susan Nichols
Councillor Peter Nunan
Councillor Bill Wheeldon OAM

**STAFF:** Ken Ross (General Manager)

Matthew Carlin (Director Health and Planning) Geoff Gunn (Director Roads and Engineering) Simon Rule (Director Finance and Policy) Gayle Marsden (Executive Assistant) Chloe Horne (Business Support Officer)

#### 3 APOLOGIES AND LEAVE OF ABSENCE

#### **Council Resolution**

That Council notes the apology from Cr McKinnon and grants the Leave of Absence Request from Cr Hederics for the week commencing 2 November 2020.

Moved Cr. MacAllister, Seconded Cr. Wheeldon

**CARRIED** 

#### 4 DISCLOSURES OF INTERESTS

Nil

#### 5 CONFIRMATION OF MINUTES

#### **Recommendation**

That the Minutes of the Ordinary Meeting held 16 September 2020 be confirmed as circulated.

#### **Council Resolution**

That the Minutes of the Ordinary Meeting held 16 September 2020 be confirmed as amended.

Moved Cr. MacAllister, Seconded Cr. Nunan

#### ADJOURNMENT OF MEETING FOR PUBLIC FORUM

Roy Costa has requested to address council in relation to item 9.11 – S4-55/2020/025 Application for Modification – 83 Williamsville Road Curlwaa.

#### **Council Resolution**

That the Ordinary Council meeting be adjourned for the purpose of conducting a Public Forum.

The meeting was adjourned at 10:12 AM

Moved Cr. Nunan, Seconded Cr. Elstone

**CARRIED** 

#### **Council Resolution**

That the Ordinary Council meeting be reconvened.

The Ordinary Council meeting was reconvened at 10:22 AM

Moved Cr. Nunan, Seconded Cr. Nichols

#### **6 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS**

#### 6.1 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

File Number: RPT/20/660

Responsible Officer: Ken Ross - General Manager
Responsible Division: Office of the General Manager
Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

#### **Summary**

The Outstanding Matters report provides details of activities raised at previous Council meetings that remain outstanding.

#### Officer Recommendation

That Council notes the list of outstanding matters as at 9 October 2020.

#### **Council Resolution**

That Council notes the list of outstanding matters as at 9 October 2020.

Moved Cr. Nunan, Seconded Cr. MacAllister

#### 7 MAYORAL AND COUNCILLOR REPORTS

#### 7.1 MAYORAL REPORT

File Number: RPT/20/583

#### **Recommendation**

That Council notes the information contained in the Mayoral report.

#### **Council Resolution**

That Council notes the information contained in the Mayoral report.

Moved Cr. Hederics, Seconded Cr. Elstone

#### 7.2 RESCISSION MOTION

File Number: RPT/20/674

#### **Recommendation**

In accordance with clause 3.10 of the Wentworth Shire Council Code of Meeting Practice, we the three undersigned duly elected Councillors of Wentworth Shire Council move this notice of motion being a rescission motion of the lost recommendation (Item 9.12) as resolved at the ordinary meeting of Council held on 16 September 2020.

#### **Amendment**

That Council moves a notice of motion to reinstate the original motion of 16 September 2020.

#### **Council Resolution**

That Council moves a notice of motion to reinstate the original motion of 16 September 2020.

Moved Cr. Nunan, Seconded Cr. MacAllister

**CARRIED** 

In accordance with Section 375A of the Local Government Act the Mayor called for a division.

For the Motion : Clr.s Elstone, Evans, Hederics, MacAllister, Nichols, Nunan

and Wheeldon.

Against the Motion: Clr. Heywood.

#### **Council Resolution**

- 1) That Council, having considered the content of this report and attached documentation, resolves to issue modification approval for S4.55/2020/025 being a farm stay accommodation located at 83 Williamsville Road, Lot 3 DP 540613 Curlwaa.
- That a division be called in accordance with s375A of the Local Government Act 1993 (NSW).

Moved Cr. Nunan, Seconded Cr. Nichols

CARRIED

In accordance with Section 375A of the Local Government Act the Mayor called for a division.

For the Motion: CIr.s Elstone, Evans, Hederics, MacAllister, Nichols, Nunan

and Wheeldon.

Against the Motion: Clr. Heywood.

#### 7.3 ACTIVITY REPORT - COUNCILLOR JANE MACALLISTER

File Number: RPT/20/659

#### **Summary**

The purpose of this report is to advise Council of meetings, conferences and appointments undertaken by Councillor Jane MacAllister for the period 1 July 2020 – 30 September 2020.

#### **Recommendation**

That Council notes the information contained in Councillor Jane MacAllister's report.

#### **Council Resolution**

That Council notes the information contained in Councillor Jane MacAllister's report.

Moved Cr. MacAllister, Seconded Cr. Elstone

#### 8 REPORTS FROM COMMITTEES

#### 8.1 INTERNAL AUDIT AND RISK MANAGEMENT COMMITTEE

File Number: RPT/20/648

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Simon Rule - Director Finance and Policy

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

#### **Summary**

A meeting of the Internal Audit and Risk Management Committee was held on 6 October 2020. The Minutes of the meeting are attached to this report for the information of Councillors.

The Committee has requested that the Reporting Officer seeks a number of resolutions of Council on the following:

• Statutory requirements in relation to Draft 2019/2020 Annual Financial Statements.

#### Officer Recommendation

That Council certifies:

- That the Annual Financial Statements have been prepared in accordance with:
  - The Local Government Act 1993 (NSW) (as amended) and the Regulations made there under.
  - The Australian Accounting Standards and other pronouncements of the Australian Accounting Standards Board.
  - o The Local Government Code of Accounting Practice and Financial Reporting.
- To the best of our knowledge and belief, these statements
  - present fairly the Council's operating result and financial position for the 2019/2020 financial year
  - o accord with Council's accounting and other records.
- That Council is not aware of any matter that would render these Statements false or misleading in any way.

#### That Council:

- Adopt the Councillors/Management Statement and resolves that it be signed by the Mayor, Deputy Mayor, the General Manager and the Responsible Accounting Officer and that it is attached to the financial statements.
- Delegates to the General Manager the authority to "finalise the date" at which the auditor's report and financial statements are to be presented to the public.
- Delegates to the General Manager the authority to authorise the year end accounts for issue immediately upon receipt of the auditors' reports.

#### The Council:

Refers the Draft 2019/2020 Annual Financial Statements to audit.

#### **Council Resolution**

#### That Council certifies:

- That the Annual Financial Statements have been prepared in accordance with:
  - The Local Government Act 1993 (NSW) (as amended) and the Regulations made there under.
  - The Australian Accounting Standards and other pronouncements of the Australian Accounting Standards Board.
  - The Local Government Code of Accounting Practice and Financial Reporting.
- To the best of our knowledge and belief, these statements
  - o present fairly the Council's operating result and financial position for the 2019/2020 financial year
  - accord with Council's accounting and other records.
- That Council is not aware of any matter that would render these Statements false or misleading in any way.

#### That Council:

- Adopt the Councillors/Management Statement and resolves that it be signed by the Mayor, Deputy Mayor, the General Manager and the Responsible Accounting Officer and that it is attached to the financial statements.
- Delegates to the General Manager the authority to "finalise the date" at which the auditor's report and financial statements are to be presented to the public.
- Delegates to the General Manager the authority to authorise the year end accounts for issue immediately upon receipt of the auditors' reports.

#### The Council:

Refers the Draft 2019/2020 Annual Financial Statements to audit.

Moved Cr. Nunan, Seconded Cr. Evans

#### 8.2 WENTWORTH SHOWGROUNDS USER GROUP MEETING

File Number: RPT/20/616

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Barbara George - Administration Officer, Roads and

Engineering

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.6 Collaborate with others to achieve desired outcomes for the

local community

#### **Summary**

The Wentworth Showgrounds User Group Meeting was held on Thursday 10 September 2020 with the Minutes of the meeting attached to this report for the information of Councillors.

#### **Recommendation**

That Council notes the minutes of the Wentworth Showgrounds User Group Meeting.

#### **Council Resolution**

That Council notes the minutes of the Wentworth Showgrounds User Group Meeting.

Moved Cr. Nichols, Seconded Cr. MacAllister

#### 9 REPORTS TO COUNCIL

#### 9.1 GENERAL MANAGER'S REPORT

File Number: RPT/20/584

Responsible Officer: Ken Ross - General Manager Responsible Division: Office of the General Manager

Reporting Officer: Chloe Horne - Business Support Officer

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

#### Summary

The General Manager's report details information pertaining to meetings attended and general information which are of public interest, and which have not been reported elsewhere in this agenda. Items of note in this report are:

#### 1. OLG Circulars

Circulars 20-34 to 20-37

2. Meetings

As listed

3. Upcoming meetings or events

As listed

4. Other items of note

Nil

#### Recommendation

That Council notes the information contained within the report from the General Manager.

#### **Council Resolution**

That Council notes the information contained within the report from the General Manager.

Moved Cr. Nunan, Seconded Cr. MacAllister

#### 9.2 WESTERN REGIONAL PLANNING PANEL DELEGATES

File Number: RPT/20/598

Responsible Officer: Ken Ross - General Manager Responsible Division: Office of the General Manager

Reporting Officer: Chloe Horne - Business Support Officer

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

#### **Summary**

At the Ordinary Meeting of Council 16 September 2020, a resolution was carried nominating Councillor Nunan as the preferred delegate, and Councillor Nichols and Councillor Wheeldon as alternate delegates to represent the Wentworth Shire Council on the Western Regional Planning Panel.

With further discussion with Planning Panels NSW, it was established that the Western Regional Planning Panel requires two preferred delegates and one alternate delegate with expertise in one or more of the following areas; planning, architecture, heritage, the environment, urban design, land economics, traffic and transport, law, engineering and/or tourism.

Councillor Nunan formally advised Council on 29 September 2020 that he would like to relinquish his position on this panel, and Council is therefore asked to consider nominating a replacement preferred delegate, an additional preferred delegate and one alternate delegate.

#### Recommendation

That Council considers nominating two preferred delegates and one alternate delegate as representatives for the Western Joint Regional Planning Panel.

#### **Council Resolution**

That Council endorses Cr Nichols and Cr Wheeldon as preferred delegates and Cr Heywood as the alternate delegate as Council's representatives for the Western Joint Regional Planning Panel.

Moved Cr. Elstone, Seconded Cr. Nunan

## 9.3 RECREATIONAL AND COMMUNITY ALLOCATION OF WATER FROM THE ENVIRONMENTAL HOLDINGS OF THE COMMONWEALTH ENVIRONMENTAL WATER HOLDER

File Number: RPT/20/619

Responsible Officer: Ken Ross - General Manager Responsible Division: Office of the General Manager

Reporting Officer: Chloe Horne - Business Support Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.1 Promote the efficient delivery of water supply, sewer and

drainage services for the long term interests of future

generations

#### ITEM WITHDRAWN FROM AGENDA.

#### **Summary**

Swan Hill Rural City Council wrote to Council on 17 September 2020 requesting that support letters be sent to the Prime Minister, Deputy Prime Minister and our local Federal member for the urgent establishment of recreational and community allocation of water from the Environmental Water Holdings of the Commonwealth Environmental Water Holder (CEWH) to support the social fabric of rural communities.

#### 9.4 MONTHLY FINANCE REPORT

File Number: RPT/20/618

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Vanessa Lock - Finance Officer

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

#### **Summary**

Rates and Charges collections for the month of September 2020 were \$502,904.23. After allowing for pensioner subsidies, the total levies collected are now 39.18%. For comparison purposes 40.49% of the levy had been collected at the end of September 2019. Council currently has \$30,394,465.51 in cash and investments.

#### **Recommendation**

That Council notes the monthly finance report.

#### **Council Resolution**

That Council notes the monthly finance report.

Moved Cr. MacAllister, Seconded Cr. Nunan

#### 9.5 MONTHLY INVESTMENT REPORT

File Number: RPT/20/649

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Hodi Beauliv - Manager Finance

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

#### **Summary**

As at 30 September 2020 Council had \$25,000,000.00 invested in term deposits and \$3 million in other cash investments. Council received \$24,844.39 from its investments for the month of September 2020.

In September 2020 Council investments averaged a rate of return of 0.95% and it currently has \$8,466,832.09 of internal restrictions and \$14,490,314.04 of external restrictions.

#### Recommendation

That Council notes the monthly investment report.

#### **Council Resolution**

That Council notes the monthly investment report.

Moved Cr. Elstone, Seconded Cr. MacAllister

9.6 WENTWORTH LOCAL ENVIRONMENTAL PLAN 2011 – PLANNING PROPOSAL – REZONE LOTS 216 AND 217 DP 756946 AND LOTS A AND B DP 402812, 26 GOL GOL NORTH ROAD, GOL GOL FROM RU1 PRIMARY PRODUCTION ZONE TO RU5 VILLAGE ZONE AND REMOVE THE MINIMUM LOT SIZE PROVISIONS

File Number: RPT/20/588

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Paul Amoateng - Development Services Officer

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire Strategy: 1.2 Encourage and support population growth and resident

attraction

#### **Summary**

Wentworth Shire Council at its Ordinary Meeting held 6 March 2019 resolved to submit a Planning Proposal to amend the Wentworth Local Environmental Plan 2011, by rezoning Lots 216 and 217 DP 756946 and Lots A and B DP 402812, 26 Gol Gol North Road, Gol Gol from RU1 Primary Production Zone to RU5 Village Zone and removing the minimum lot size provisions, to the Department of Planning, Industry and Environment for consideration of a Gateway Determination in accordance with Section 3.34 of the Environmental Planning and Assessment Act 1979.

A Gateway Determination to proceed was received from the Department dated 30 July 2020. The Gateway to proceed was subject to conditions, all of which have been satisfied.

This report seeks Council's endorsement to submit the Planning Proposal to Parliamentary Counsel for opinion and then to the Minister for the Department of Planning and Public Spaces to finalise and notify the amendment on the legislative website.

#### **Recommendation**

- a) That Council submits the Planning Proposal to amend the Wentworth Local Environmental Plan 2011 by rezoning the subject land from RU1 Primary Production to RU5 Village and removing the minimum lot size provisions to Parliamentary Counsel for opinion, and
- b) That Council submits the Planning Proposal to the Minister for Planning and Public Spaces for finalisation and notification of the amendment to the Wentworth Local Environmental Plan 2011, in accordance with Section 3.36 of the Environmental Planning and Assessment Act 1979, and
- c) That a division be called in accordance with S375A of the Local Government Act 1993 (NSW).

#### **Council Resolution**

- a) That Council submits the Planning Proposal to amend the Wentworth Local Environmental Plan 2011 by rezoning the subject land from RU1 Primary Production to RU5 Village and removing the minimum lot size provisions to Parliamentary Counsel for opinion, and
- b) That Council submits the Planning Proposal to the Minister for Planning and Public Spaces for finalisation and notification of the amendment to the Wentworth Local Environmental Plan 2011, in accordance with Section 3.36 of the Environmental

Planning and Assessment Act 1979, and

c) That a division be called in accordance with S375A of the Local Government Act 1993 (NSW).

#### Moved Cr. Nunan, Seconded Cr. Elstone

**CARRIED** 

In accordance with Section 375A of the Local Government Act the Mayor called for a division.

For the Motion: Clr.s Elstone, Evans, Hederics, Heywood, MacAllister,

Nichols, Nunan and Wheeldon.

Against the Motion: Nil.

#### 9.7 INITIAL CATEGORISATION OF COUNCIL CONTROLLED COMMUNITY LAND

File Number: RPT/20/631

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Kathy Collinson - Reserves and Acquisitions Officer

Objective: 2.0 Wentworth is a desirable Shire to visit, live, work and invest

Strategy: 2.5 Maintain/create desirable open spaces and recreation

facilities

#### **Summary**

The Crown Land Management Act 2016 was enacted on 1 July 2018.

This Act authorises Council as the Public Land Manager to manage Crown Land as if it were public land under the *Local Government Act 1993*.

Under the *Crown Land Management Act 2016* Council as manager of the land must assign one or more categories of Community Land referred to in *Section 36 of the Local Government Act 1993*.

Council staff have identified the category or categories which they consider to be the most closely related to the purpose for which the land is dedicated or reserved and will now seek Ministerial approval for the categories chosen.

#### **Recommendation**

That Council requests approval from the Minister Administering the *Crown Lands Management Act 2016* to categorise the land according to the list contained in Attachment: Categories Council Managed Crown Land.

#### **Council Resolution**

That Council requests approval from the Minister Administering the *Crown Lands Management Act 2016* to categorise the land according to the list contained in Attachment: Categories Council Managed Crown Land.

Moved Cr. Nunan, Seconded Cr. Elstone

#### 9.8 CLASSIFICATION OF COMMUNITY LAND

File Number: RPT/20/577

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Kathy Collinson - Reserves and Acquisitions Officer

Objective: 2.0 Wentworth is a desirable Shire to visit, live, work and invest

Strategy: 2.5 Maintain/create desirable open spaces and recreation

facilities

#### **Summary**

Further to the proposed development of a Draft Plan of Management which will include Crown Land managed by Councils under the *Crown Land Management Act 2016* (CLMA), confirmation of Council owned and managed land classified as Community Land is requested.

#### Recommendation

That Council confirms the classification of the list of Council owned or controlled land parcels as being Community Land. The list of subject lands is attached to this report.

#### **Council Resolution**

That Council confirms the classification of the list of Council owned or controlled land parcels as being Community Land. The list of subject lands is attached to this report.

Moved Cr. Elstone, Seconded Cr. Nichols

#### 9.9 CATEGORISATION OF COUNCIL OWNED LAND

File Number: RPT/20/642

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Kathy Collinson - Reserves and Acquisitions Officer

Objective: 2.0 Wentworth is a desirable Shire to visit, live, work and invest

Strategy: 2.5 Maintain/create desirable open spaces and recreation

facilities

#### **Summary**

Section 36 of the Local Government Act 1993 requires that Council owned land be categorised for the purpose of a Plan of Management. As there have been additional lands acquired the following resolution is proposed.

#### **Recommendation**

That Council assign the category General Community Use for following Council owned land parcels:

Description	Land Identifiers
Midway Centre additional car park	Lot 1 DP 873390
Midway Centre	Lot 2 DP 873390
Second Oval George Gordon Oval Complex	Lot 2 DP 1239025
Civic Centre	Lot 6 SP 85315
Wilkinson Hall	Lot 4 DP 29252

#### **Council Resolution**

That Council assign the category General Community Use for following Council owned land parcels:

Description	Land Identifiers	
Midway Centre additional car park	Lot 1 DP 873390	
Midway Centre	Lot 2 DP 873390	
Second Oval George Gordon Oval Complex	Lot 2 DP 1239025	
Civic Centre	Lot 6 SP 85315	
Wilkinson Hall	Lot 4 DP 29252	
Moved Cr. Nichols, Seconded Cr. Elstone		
		CARRIED

9.10 DELEGATED AUTHORITY APPROVALS AS AT END OF SEPTEMBER 2020

File Number: RPT/20/626

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Nicky Meredith - Coordinator Health and Planning

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

#### **Summary**

For the month of September 2020, a total of 15 Development Applications and four S4.55 Modification Applications were determined under delegated authority by the Director Health and Planning.

The estimated value of the determined developments was \$1,773,434.00. This brings the year to date total to 123 Development Applications and 30 S4.55 Applications approved, with an estimated development value of \$27,455,011.00.

#### **Recommendation**

- a) That Council receives and notes the report for the month of September 2020.
- b) That Council publicly notifies, for the purposes of Schedule 1 Division 4 Section 20 (2) of the Environmental Planning and Assessment Act 1979, the applications as listed in the attachment on the Wentworth Shire Council website.
- c) That a division be called in accordance with S375A of the *Local Government Act 1993* (*NSW*).

#### **Council Resolution**

- a) That Council receives and notes the report for the month of September 2020.
- b) That Council publicly notifies, for the purposes of Schedule 1 Division 4 Section 20 (2) of the Environmental Planning and Assessment Act 1979, the applications as listed in the attachment on the Wentworth Shire Council website.
- c) That a division be called in accordance with S375A of the Local Government Act 1993 (NSW).

Moved Cr. MacAllister, Seconded Cr. Elstone

**CARRIED** 

In accordance with Section 375A of the Local Government Act the Mayor called for a division.

For the Motion: Clr.s Elstone, Evans, Hederics, Heywood, MacAllister,

Nichols, Nunan and Wheeldon.

Against the Motion: Nil.

## 9.11 S4-55/2020/025 APPLICATION FOR MODIFICATION - 83 WILLIAMSVILLE ROAD CURLWAA

File Number: RPT/20/634

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Matthew Carlin - Director Health and Planning

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

#### **Summary**

At the Ordinary Meeting of Council in September 2020, Council resolved to hold this matter over to its Ordinary Meeting October 2020 for further consideration.

#### **Recommendation**

- 1) That Council resolves to issue modification approval for S4.55/2020/025 conditions as nominated within the conclusion
- 2) That a division is called in pursuant to s375A of the Local Government Act 1993

#### **Council Resolution**

- 1) That Council resolves to issue modification approval for S4.55/2020/025 conditions as nominated within the conclusion
- 2) That a division is called in pursuant to s375A of the Local Government Act 1993

Moved Cr. MacAllister, Seconded Cr. Evans

**CARRIED** 

In accordance with Section 375A of the Local Government Act the Mayor called for a division.

For the Motion : Clr.s Elstone, Evans, Hederics, MacAllister, Nichols, Nunan

and Wheeldon.

Against the Motion: Clr. Heywood.

#### 9.12 REVIEW OF WENTWORTH ALCOHOL FREE ZONE

File Number: RPT/20/668

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Matthew Carlin - Director Health and Planning

Objective: 2.0 Wentworth is a desirable Shire to visit, live, work and invest

Strategy: 2.5 Maintain/create desirable open spaces and recreation

facilities

#### **Summary**

Concern has been raised about an increase in anti-social behavior in and around the Wentworth swimming pool and skate park. The addition of an Alcohol Free Zone applied to this area will provide additional protections for the health and safety of our residents and will provide NSW Police better regulatory control when addressing such matters.

#### Recommendation

That Council undertakes the level of public consultation identified in the body of this report to determine the community input into the addition of an Alcohol Free Zone at the Wentworth Swimming Pool and Skate Park until 30 June 2022.

#### **Council Resolution**

That Council undertakes the level of public consultation identified in the body of this report to determine the community input into the addition of an Alcohol Free Zone at the Wentworth Swimming Pool and Skate Park until 30 June 2022.

Moved Cr. MacAllister, Seconded Cr. Wheeldon

## 9.13 ADOPTION OF CONDITIONS OF USE AND ACCESS - WENTWORTH SHIRE COUNCILS AERODROMES

File Number: RPT/20/654

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Trevor Willcock - Team Leader Civil Projects

Tarryn Kampman - Administration Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### **Summary**

The purpose of this report is to adopt the conditions of use and access for both the Wentworth and Pooncarie Aerodromes.

#### Recommendation

That Council adopts the proposed Wentworth Shire Council Aerodromes Conditions of Use and Access document for use in relation to the operation of the Wentworth and Pooncarie Aerodromes.

#### **Council Resolution**

That Council endorses for public exhibition for 28 days the draft Wentworth Shire Council Aerodromes Conditions of Use and Access document for use in relation to the operation of the Wentworth and Pooncarie Aerodromes.

Moved Cr. MacAllister, Seconded Cr. Heywood

## 9.14 WENTWORTH AERODROME - ADOPTION OF FEES AND CHARGES FOR THE WENTWORTH SHIRE COUNCIL AERODROMES

File Number: RPT/20/418

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Trevor Willcock - Team Leader Civil Projects

Tarryn Kampman - Administration Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### **Summary**

The purpose of this report is to adopt a Fees and Charges schedule for the Wentworth Shire Council Aerodromes.

#### Recommendation

That Council endorses for public exhibition the proposed Fees and Charges for the Wentworth Shire Council Aerodromes for the 2020/21 financial year, as required under the Local Government Act 1993.

#### **Council Resolution**

That Council endorses for public exhibition the proposed Fees and Charges for the Wentworth Shire Council Aerodromes for the 2020/21 financial year, as required under the *Local Government Act 1993.* 

Moved Cr. Nunan, Seconded Cr. Elstone

## 9.15 REDEVELOPMENT OF THE WENTWORTH CIVIC CENTRE PROJECT UPDATE

File Number: RPT/20/628

Responsible Officer: Ken Ross - General Manager Responsible Division: Office of the General Manager

Reporting Officer: Rachael Withers - Subdivision Officer

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

#### **Summary**

As part of the Office of Local Government (OLG) Capital Expenditure Review, quarterly project update reports are to be provided to Council.

The report includes overall progress of the project, identifies any budget variances that may impact on the project, and also identifies any issues that may have an adverse impact on the works.

Council allocated funding within the 2020-21 Operational Plan for the upgrade of the Wentworth Civic Centre. The upgrade was identified as a significant capital project.

Council on 26 June 2019, accepted a tender from GSD Architects to undertake Project Management of the Civic Centre Redevelopment. Accordingly, GSD Architects were engaged to manage various phases of the redevelopment including planning, design, procurement, construction, commissioning and handover. A Council officer has been appointed to collaboratively work with GSD Architects.

The State Library of New South Wales confirmed on 5 June 2020, that Council had been successful in securing \$500,000.00 in funding by way of the 2019/20 Public Library Infrastructure Grant.

Council recently submitted a Funding Application for relocation of the Wentworth Visitor Information Centre to the Civic Centre as part of Round 7 of the Resources for Regions Program, and are awaiting a response. It is anticipated that notification of successful projects will be issued from mid-November 2020.

#### Recommendation

That Council notes the information contained within this report.

#### **Council Resolution**

That Council notes the information contained within this report.

Moved Cr. MacAllister, Seconded Cr. Nichols

9.16 PROJECT AND WORKS REPORT UPGRADE - OCTOBER 2020

File Number: RPT/20/647

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Tarryn Kampman - Administration Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### **Summary**

This repot provides a summary of the major works undertaken by the Roads and Engineering Division which have been completed during the month of September 2020.

#### **Recommendation**

That Council notes the major works undertaken for September and the proposed works for October 2020.

#### **Council Resolution**

That Council notes the major works undertaken for September and the proposed works for October 2020.

Moved Cr. Nichols, Seconded Cr. Nunan

#### 10 NOTICES OF MOTIONS / QUESTIONS WITH NOTICE

#### 10.1 PAYMENTS TO CREDITORS

Cr Susan Nichols asked what Council's policy is on payments to creditors and payments to contractors awarded tenders.

#### 10.2 AERODROME FENCE WESTERN END

Cr Peter Nunan asked if the fence at the Western end of the aerodrome would be removed.

Director of Roads and Engineering responded that from a CASA report in 2014 it was recommended that the fence be put in place therefore it will not be removed.

#### 10.3 AERODROME USER GROUP

Cr Peter Nunan requested that an aerodrome user group be established.

#### 10.4 NRMA

Cr Bill Wheeldon asked if Council could write to the NRMA to ask if a towing and service centre could be set up in Wentworth.

## 11 CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION

Despite the right of members of the public to attend meetings of a council, the council may choose to close to the public, parts of the meeting that involve the discussion or receipt of certain matters as prescribed under section 10A(2) of the Local Government Act.

With the exception of matters concerning particular individuals (other than councillors) (10A(2)(a)), matters involving the personal hardship of a resident or ratepayer (10A(2)(b)) or matters that would disclose a trade secret (10A(2)(d)(iii)), council must be satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

The Act requires council to close the meeting for only so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security being protected. (section 10B(1)(a))

Section 10A(4) of the Act provides that a council may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

Section 10B(4) of the Act stipulates that for the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:-

- (a) a person may misinterpret or misunderstand the discussion, or
- (b) the discussion of the matter may -
  - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
  - (ii) cause a loss of confidence in the council or committee.

#### Recommendation

That Council adjourns into Closed Session, the recording of the meeting be suspended, and members of the press and public be excluded from the Closed Session, and that access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution.

This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:-:

## 12.1 Plant Replacement - Approval of Tenders for Replacement of Plant 670 - Ford Everest. (RPT/20/617)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

#### **Council Resolution**

That Council adjourns into Closed Session, the recording of the meeting be suspended, and members of the press and public be excluded from the Closed Session, and that access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution.

This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:-:

## 12.1 Plant Replacement - Approval of Tenders for Replacement of Plant 670 - Ford Everest. (RPT/20/617)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

Moved Cr. MacAllister, Seconded Cr. Nunan

### 12 OPEN COUNCIL - REPORT FROM CLOSED COUNCIL

### 12.1 PLANT REPLACEMENT - APPROVAL OF TENDERS FOR REPLACEMENT OF PLANT 670 - FORD EVEREST

File Number: RPT/20/617

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Allan Eastmond - Manager Works

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

### REASON FOR CONFIDENTIALITY

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

At the Mayors request the General Manager advised that in the closed session of Council it was resolved to accept the tender from Peter Kittle Motor Group for the supply of one (1) Toyota Prado VX Automatic Wagon that meets specification at the price of \$72,353.31 and the trade price of \$49,000.00 with a changeover price of \$23,353.31.

### 13 CONCLUSION OF THE MEETING

Closed at 12:23 PM

18 November 2020

CHAIR



### WENTWORTH SHIRE COUNCIL

### EXTRAORDINARY MEETING MINUTES

**9 NOVEMBER 2020** 

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### 1 OPENING OF MEETING

The Acting Mayor opened the meeting with a prayer at 10:00AM

### 2 PRAYER OR ACKNOWLEDGEMENT OF COUNTRY

### PRESENT:

**COUNCILLORS:** Councillor Tim Elstone (Acting Mayor)

Councillor Greg Evans Councillor Steve Heywood Councillor Jane MacAllister

Councillor Don McKinnon (Via Video Conferencing)

Councillor Susan Nichols Councillor Peter Nunan

Councillor Bill Wheeldon OAM

**STAFF:** Ken Ross (General Manager)

Simon Rule (Director Finance and Policy)

Gayle Marsden (Executive Assistant General Manager)

Chloe Horne (Business Support Officer)

### 3 APOLOGIES AND LEAVE OF ABSENCE

Nil

### 4 DISCLOSURES OF INTERESTS

Nil

### **5 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS**

NIL

### **6 REPORTS TO COUNCIL**

### 6.1 ELECTION OF MAYOR

File Number: RPT/20/718

Responsible Officer: Ken Ross - General Manager
Responsible Division: Office of the General Manager
Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth is a caring, supportive and inclusive community that is

informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership, planning,

decision-making and service delivery

### **Summary**

Due to the resignation of Melisa Hederics as Mayor, Council is required to have a Mayoral Election.

In line with amendments to *the Local Government Act 1993* (the Act) due to Covid-19, the General Council elections have been postponed until September 2021. The elected Mayor will hold office until September 2021, being the next general election of Council.

### Recommendation

That Council determines the process to elect the Mayor by preferential ballot, by ordinary ballot or by open voting.

That the General Manager receives nominations for the position of Mayor for the period up to the next general election of Council and declares whether an election is required, and if so conducts the election.

### **Council Resolution**

That Council determine the process to elect the Mayor will be by open voting.

The General Manager (Returning Officer) received two nominations for the position of Mayor for the period up to the next general election. Cr Nichols nominated by Cr Nunan seconded by Cr McKinnon. Cr Elstone nominated by Cr Heywood seconded by Cr Evans. The Returning Officer declared an election will be required

### Moved Cr. Nunan, Seconded Cr. Nichols

**CARRIED** 

### **Voting**

Cr Nichols received 4 votes

Cr Elstone received 4 votes

Returning Officer announced that due to the voting being a draw, the election of Mayor will be determined by lot from a hat.

The candidates observed the filling out and folding of the ballot papers.

The Returning Officer drew from a hat and Cr Nichols was duly elected Mayor.

Cr Elstone congratulated Cr Nichols on her election and advised she has his full support as Deputy Mayor.

Cr Nichols thanked Cr Elstone for his words and also thanked the former Mayor, Councillors and staff.

### 7 CONCLUSION OF THE MEETING

Mayor Nichols closed the meeting at 10.08AM

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18 November 2020

CHAIR

### **6 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS**

### 6.1 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

File Number: RPT/20/772

Responsible Officer: Ken Ross - General Manager
Responsible Division: Office of the General Manager
Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

### Summary

The Outstanding Matters report provides details of activities raised at previous Council meetings that remain outstanding.

### Officer Recommendation

That Council notes the list of outstanding matters as at 6 November 2020.

### **Additional Information**

Nil

### **Attachments**

Outstanding Actions Report

Page 1 of 2

Date From: Date To:	Printed: Wednesday, 11 November 2020 5:07:45 PM	Action Record (latest first)		has An email has been sent to the current owner advising him of the deadline of 30 November 2020 to clean up the site.  This deadline give the owner 7 days after the NSW/VIC border opens to do the work. The owner has been advised that any failure on their part to carry out the clean up work by the 30 November deadline, Council will carry out the work and place the costs on the rates of the land.	of vines 11 Nov 2020 - 4:04 PM - Gayle Marsden Currently under investigation	Big 11 Nov 2020 - 4:05 PM - Gayle Marsden To be considered in conjunction with future Wentworth Riverfront Strategy	11 Nov 2020 - 5:07 PM - Gayle Marsden Letter sent to Buffon family - Action ds User Complete
ttee: Ordinary Council	Outstanding Action Items Report	Item	Cr Peter Nunan asked about the progress of the Dareton Town Plan	Cr Melisa Hederics requested an update on a clean-up order that has been issued to the owner of flats in Dareton.	Cr Peter Nunan asked that Council investigate the encroachment of vines into the road reserve on Bombala Road, Coomealla.	Cr Steve Heywood requested a report on Councils position on the Big Yabby becoming a project.	Council Resolution That Council notes the minutes of the Wentworth Showgrounds User Group Meeting.  Moved Cr. Nichols, Seconded Cr. MacAllister
Division: Committee: Officer:	nO	Title	Dareton Town Plan	Update on flats at Dareton	Bombala Road encroachment of vines into Road Reserve	The Big Yabby	Wentworth Showgrounds User Group Meeting
		ltem	10.2	4.01	10.1	10.3	8.2
Outstanding		Meeting	Ordinary Council 15/07/2020	Ordinary Council 15/07/2020	Ordinary Council 16/09/2020	Ordinary Council 16/09/2020	Ordinary Council 21/10/2020

InfoCouncil

Outstanding		Division: Committee:	n: ttee: Ordinary Council	Date From: Date To:
		O	Outstanding Action Items Report	Printed: Wednesday, 11 November 2020 5:07:45 PM
			CARRIED	
Ordinary Council 21/10/2020	10.1	Payments to Creditors	Cr Susan Nichols asked what Council's policy is on payments to creditors and payments to contractors awarded tenders.	5 Nov 2020 - 4:16 PM - Hodi Beauliv Council has a fortnightly payment cycle and where possible aims to pay all creditors within their specified trading terms. For businesses engaged under a tender arrangement, payments are made in line with the payment terms and conditions specified in the contract. Action Completed.
Ordinary Council 21/10/2020	10.3	Aerodrome User Group	Cr Peter Nunan requested that an aerodrome user group be established.	11 Nov 2020 - 4:14 PM - Gayle Marsden Currently working toward creating a User Group
Ordinary Council 21/10/2020	10.4	NRMA	Cr Bill Wheeldon asked if Council could write to the NRMA to ask if a towing and service centre could be set up in Wentworth.	11 Nov 2020 - 4:11 PM - Gayle Marsden Letter sent to NRMA - Action Complete

### 7 MAYORAL AND COUNCILLOR REPORTS

### 7.1 MAYORAL REPORT

File Number: RPT/20/699

### **Summary**

The purpose of this report is to advise Council of meetings, conferences and appointments undertaken by Mayor Hederics for the period of 10 October 2020 – 27 October 2020 and Acting Mayor Elstone for the period of 28 October 2020 – 6 November 2020.

### **Recommendation**

That Council notes the information contained in the Mayoral report.

### Report

The following table lists the meetings attended by Mayor Hederics for the period of 10 October 2020 – 27 October 2020 and Acting Mayor Elstone for the period of 28 October 2020 – 6 November 2020

Date	Meeting	Location
13 Oct 2020	Mayoral Meeting	Wentworth
15 Oct 2020	Cross Border Commissioner	Video Conference
20 Oct 2020	Mayoral Meeting	Wentworth
21 Oct 2020	Pre- Meeting Ordinary Council Meeting	Buronga
21 Oct 2020	Ordinary Council Meeting	Buronga
21 Oct 2020	Southern Border Recovery Committee Meeting	Video Conference
22 Oct 2020	Cross Border Commissioner	Video Conference
23 Oct 2020	Community Consultation for James King Park Equipment Options	Buronga
29 Oct 2020	Far West Joint Organisation Board Meeting	Video Conference
2 Nov 2020	Mayoral Meeting	Wentworth

### **Attachments**

Nil

### 8 REPORTS FROM COMMITTEES

### 8.1 INTERNAL AUDIT & RISK MANAGEMENT COMMITTEE

File Number: RPT/20/723

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Hodi Beauliv - Manager Finance

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

### Summary

A meeting of the Internal Audit & Risk Management Committee was held on 27 October 2020. The Minutes of the meeting are attached to this report for the information of Councillors.

The Committee has requested that the Reporting Officer seeks resolutions of Council on the following:

- approval of the Quarterly Budget Review Statement; and
- adoption of the various policies (attached) endorsed by the Committee.

The Committee has also requested Council notes:

• the quarterly Operational Plan progress report.

### Officer Recommendation

That Council:

- 1. Approves the variations to the 2020/21 Operational Plan adopted at the Council meeting on 24 June 2020.
- 2. Adopts the recommended changes to the following policies:
  - a. Code of Conduct Policy;
  - b. Code of Meeting Practice; and
  - c. Contaminated Land Management Policy (replaced with an Operational Policy).
- 3. Notes the quarterly progress report against the 2019/20 Operational Plan.
- 4. Notes the updates on risk management and the 2020 Audit and finalisation of the 2020 Audited Financial Statements from the minutes.

### **Additional Information**

### September Quarterly Budget Review

The report and attachments presented to the Committee on the September Quarterly Budget Review are attached to this report. If approved, the net result of variances for the September 2020 quarterly review is a favourable operational variance of \$4,615,505 and an unfavourable capital variance of \$5,772,012. A total unfavourable budget variation of \$1,156,507.

### Policies for Approval

The following policies have been reviewed and endorsed by the Committee for Council approval:

Policy	Trim ref	Summary of Amendments
GOV020 Code of Conduct Policy	DOC/20/1017	Amended to reference the new <i>Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW</i> and the <i>Model Code of Conduct for Local Councils in NSW</i> including updating the procedures for disciplinary actions against Councillor's who breach the Model Code following the recent Supreme Court decision in <i>Cornish v Secretary, Department of Planning, Industry and Environment [2019] NSWSC 1134</i>
GOV018 Code of Meeting Practice	DOC/19/765[v2]	Amended based on changes to the <i>Model Code of Meeting Practice for Local Councils in NSW</i> , in particular changes in relation to the minimum time period that a webcast recording will be made publicly available on a council's website
PR013 Contaminated Land Management Policy	RPT/20/615	Rescind the Council Policy and replace it with an Operational Procedure which better reflects the recent changes prescribed in the legislation

### **Quarterly Operational Plan Progress Report**

This quarter the September Quarterly Budget Review report also includes a progress report against the Operational Plan. A report on the progress with implementing the four year Delivery program of Council is required to be presented at least every six (6) months (LGA s404(5)). To streamline the process and align it with the Quarterly Budget Reporting, in future this information will be presented each quarter, to provide a more comprehensive overview of the progress against projects when considering any changes to the budget.

The quarterly progress report on Operational Plan activities for the first quarter of the 2020/21 financial year is attached. This report reflects on all actions up until 30 September 2020.

Based on feedback from the Internal Audit & Risk Committee more graphs will be provided in this report in future. Any other feedback on the format is welcome, so the report can continue to be improved to assist Councillors with decision making.

### **Attachments**

- Minutes Internal Audit and Risk Management Committee Meeting held 27 October 2020
- 2. September Quarterly Budget Review Statement
- 3. GOV020 Code of Conduct Policy Working Document
- GOV018 Code of Meeting Practice Working Document
- 5. Contaminated Land Management Procedure Working Document
- September 2020 Report on Progress against Operational Plan



### WENTWORTH SHIRE COUNCIL

## INTERNAL AUDIT & RISK MANAGEMENT COMMITTEE MEETING

**MINUTES** 

**27 OCTOBER 2020** 

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### 1 OPENING OF MEETING

### **Committee Resolution**

- That in the absence of the Mayor the Internal Audit and Risk Management Committee nominates an alternate Chair
- That the Internal Audit and Risk Management Committee nominates Cr Nichols as the alternate Chair

### Moved Cr. MacAllister, Seconded Cr. Evans

CARRIED

Cr Nichols assumed the Chair

Councillor Nichols declared the meeting open at 10.02 am.

### 2 PRESENT

### COUNCILLORS

Councillor Jane MacAllister Councillor Susan Nichols Councillor Greg Evans

### STAFF (non-voting members)

Simon Rule (Director Finance and Policy)
Matthew Carlin (Director Health and Planning)
Gayle Marsden (Executive Assistant General Manager)
Chloe Horne (Business Support Officer)

### 3 APOLOGIES

The Mayor, Deputy Mayor, Councillor Nunan and the General Manager are apologies this meeting.

### **Committee Resolution**

That the Internal Audit and Risk Management Committee notes the apologies from the Mayor, Deputy Mayor, Councillor Nunan and the General Manager.

Moved Cr. MacAllister, Seconded Cr. Evans

CARRIED

### 4 DECLARATIONS OF PECUNIARY INTEREST AND CONFLICTS OF INTEREST

Nil

### 4 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

### Recommendation

That the Minutes of the Internal Audit & Risk Management Committee Meeting held 6 October 2020 be confirmed as circulated.

27

### **Committee Resolution**

That the Minutes of the Internal Audit & Risk Management Committee Meeting held 6 October 2020 be confirmed as circulated.

Moved Cr. Evans, Seconded Cr. MacAllister

27

### 5 REPORTS

### 6.1 POLICY REVIEW - CODE OF CONDUCT POLICY

File Number: RPT/20/556

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Hodi Beauliv - Manager Finance

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

### Summary

On 14 August 2020 the Office of Local Government issued amendments to the *Procedures* for the Administration of the Model Code of Conduct for Local Councils in NSW and the Model Code of Conduct for Local Councils in NSW. Council's Code of Conduct Policy has been amended based on these changes and is presented to Council for adoption.

### Recommendation

That the Internal Audit and Risk Management Committee recommends that Council adopts the changes to the Code of Conduct Policy GOV020.

### **Committee Resolution**

That the Internal Audit and Risk Management Committee recommends that Council adopts the changes to the Code of Conduct Policy GOV020.

Moved Cr. MacAllister, Seconded Cr. Evans

### 6.2 POLICY REVIEW - CODE OF MEETING PRACTICE

File Number: RPT/20/586

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Simon Rule - Director Finance and Policy

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

### Summary

On 14 August 2020 the Office of Local Government issued amendments to the *Model Code* of *Meeting Practice for Local Council's in NSW*. Council's Code of Meeting Practice has been amended based on these changes and the revised policy is presented to council for adoption.

### Recommendation

The Internal Audit and Risk Management Committee recommends that Council adopts the changes to the Code of Meeting Practice GOV018.

### Committee Resolution

The Internal Audit and Risk Management Committee recommends that Council adopts the changes to the Code of Meeting Practice GOV018.

Moved Cr. MacAllister, Seconded Cr. Evans

CARRIED

27

27

### 6.3 DRAFT CONTAMINATED LAND MANAGEMENT POLICY

File Number: RPT/20/518

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Matthew Carlin - Director Health and Planning

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.3 Prepare for natural disasters, biosecurity risks and climate

change

### Summary

On 5 April 2017 Council adopted PR013 Contaminated Land Management and Procedure (see Attachment 1). Due to recent changes in legislation, the attachment to PR013 is required to be updated. Because of the legislative changes, this policy is better positioned as an operational policy rather than a Council policy. This report is seeking a resolution from Council to support the transition of this policy from a Council policy to an Operational policy.

### Recommendation

That the Internal Audit and Risk Management Committee recommends that Council remove The Contaminated Land Management and Procedure PR013 as a Council Policy and adopt it as an Operational Policy.

### **Committee Resolution**

That the Internal Audit and Risk Management Committee recommends that Council remove the Contaminated Land Management and Procedure PR013 as a Council Policy and adopt it as an Operational policy.

Moved Cr. Evans, Seconded Cr. MacAllister

**CARRIED** 

Councillor Nichols requested her vote against the recommendation be recorded.

27

### 6.4 RISK MANAGEMENT UPDATE

File Number: RPT/20/673

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Report Author: Simon Rule - Director Finance and Policy

### Summary

The purpose of this report is to provide the Committee with an update on work being undertaken by staff in relation to Risk Management.

This report will be focusing on Corporate Governance risk matters, in particular the work of Council Officers reviewing the following corporate documents:

- Enterprise Wide Risk Management Policy
- Business Continuity Plan

Revised versions of both documents have been attached to this report for the consideration of the Committee.

### Recommendation

The Internal Audit and Risk Management Committee recommends that Council notes the report.

### **Committee Resolution**

The Internal Audit and Risk Management Committee recommends that Council notes the report.

Moved Cr. MacAllister, Seconded Cr. Evans

27

### 6.5 SEPTEMBER QUARTERLY BUDGET REVIEW

File Number: RPT/20/693

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Report Author: Hodi Beauliv - Manager Finance

### Summary

A full analysis of Council's Income, Operating Expenditure and Capital Expenditure has been undertaken. A number of variations have been identified against the original budget as outlined in this report. Council's revenue and expenditure is reviewed on a quarterly basis to identify any potential areas requiring a variation.

	YTD Actual (30-Sep-2020)	% of Original Budget	% of Revised Budget
Revenue	\$17,353,596	46.8%	47.3%
Operational Expenditure	\$6,278,801	25.0%	25.0%
Capital Expenditure	\$3,708,666	13.7%	11.3%

If approved, the net result of variances for the September 2020 Quarter is a favorable operational variance of \$4,615,505 and an unfavorable capital variance of \$5,772,012. A total unfavorable budget variation of \$1,156,507.

This report also includes a progress report on the implementation of the annual operational plan, detailing each of the activities that were to be undertaken in the current financial year against each of the Delivery Program strategies.

### Recommendation

That the Internal Audit and Risk Management Committee recommends that Council approves the variations to the 2020/21 Operational Plan adopted at the Council Meeting on 24 June 2020.

That the Internal Audit and Risk Management Committee recommends that Council notes the quarterly Operational Plan progress report.

### **Committee Resolution**

- That the Internal Audit and Risk Management Committee recommends that Council approves the variations to the 2020/21 Operational Plan adopted at the Council Meeting on 24 June 2020.
- That the Internal Audit and Risk Management Committee recommends that Council
  notes the quarterly Operational Plan progress report.

### Moved Cr. Evans, Seconded Cr. MacAllister

27

### 6.6 VERBAL UPDATE ON STATUS OF 2020 AUDIT AND FINALISATION OF 2020 AUDITED FINANCIAL STATEMENTS

File Number: RPT/20/696

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Report Author: Hodi Beauliv - Manager Finance

### Summary

The Audit Office of New South Wales and its Contracted Auditor Service Provider, Nexia Australia, are in the process of finalising Council's audit for the 2019/20 financial year. An update will be provided at the meeting to inform the committee of the status of the audit to date and the remaining process to finalise Council's 2020 Audited Financial Statements.

The Director of Finance and Policy advised the audit would be completed early November which is within the timeframe permitted this financial year being the 30 November.

### Recommendation

That the Internal Audit and Risk Management Committee notes the status of the audit and process to finalise the 2020 Audited Financial Statements.

### **Committee Resolution**

That the Internal Audit and Risk Management Committee notes the status of the audit and process to finalise the 2020 Audited Financial Statements.

Moved Cr. MacAllister, Seconded Cr. Evans

### **6 NEXT MEETING**

Tuesday 2 February 2021

### 7 CLOSURE

The meeting was declared closed at 10.37 am.

### **Quarterly Budget Review Statement**

date: 22/10/2020

for the period 01/07/20 to 30/09/20

### Report by Responsible Accounting Officer

The following statement is made in accordance with Clause 203(2) of the Local Government (General) Regulations 2005:

### 30 September 2020

It is my opinion that the Quarterly Budget Review Statement for Wentworth Shire Council for the quarter ended 30/09/20 indicates that Council's projected financial position at 30/6/21 will be satisfactory at year end, having regard to the projected estimates of income and expenditure and the original budgeted income and expenditure.

Signed:

Simon Rule

Responsible Accounting Officer

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Quarterly Budget Review Statement for the period 01/07/20 to 30/09/20

Income & Expenses Budget Review Statement

Budget review for the quarter ended 30 September 2020	ber 2020								1					2
	Original	- 1	Appro	Approved Changes	- 1	7		Variations		Projected		Variance		% :
(\$,000.5)	Budget Carry 2020/21 Forwards		Other than by QBRS	Sep QBRS	Dec QBRS	Mar QBRS	Budget 2020/21	for this Sep Qtr	Notes Ye	Year End Result	YTD figures	Surplus (Deficit)	Notes A	Notes Actuals by Projected
Income														
Rates and Annual Charges	8,900						8,900	165	त्य	9,065	9,065	165	_	100.0%
User Charges and Fees	5,026						5,026		Q	5,026	2,177	(2,849)	2	43.3%
Other Revenues	1,265						1,265		O	1,265	732	(533)	co	27.9%
Grants & Contributions - Operating	10,557						10,557		р	10,557	1,653	(8,904)	4	15.7%
Grants & Contributions - Capital	10,605	3,265					13,870	1,700	Φ	15,570	3,650	(10,220)	5	23.4%
Interest and Investment Revenues	601						601	(320)	<b>-</b>	251	11	(524)	9	30.7%
Net gain from disposal of assets	100						100		Ď.	100	1	(100)	7	%0.0
Total Income from Continuing Operations	37,054	3,265					40,319	1,515		41,834	17,354	(22,965)		41.5%
Expenses														
Employee Costs	6,997						6,997		ے	266'6	2,371	7,626	œ	23.7%
Borrowing Costs	266						266		-	566	90	216	6	18.8%
Materials & Contracts	4,408		25				4,433		_	4,433	971	3,462	10	21.9%
Depreciation	7,093						7,093		×	7,093	1,773	5,320	1	25.0%
Other Expenses	3,363						3,363		_	3,363	1,114	2,249	12	33.1%
Total Expenses from Continuing Operations	25,127		22				25,152	•		25,152	6,279	18,873		25.0%
Net Operating Result from Continuing Operatior 11,927	11,927	3,265	(25)	-	-	-	15,167	1,515		16,682	11,075	(4,092)		
Discontinued Operations - Surplus/(Deficit)							1		E	•		,	13	
Net Operating Result from All Operations	11,927	3,265	(25)				15,167	1,515		16,682	11,075	(4,092)		66.4%
Net Operating Result before Capital Items	1,322	'	(25)	,	,	,	1,297	(185)		1,112	7,425	6,128		

### **Quarterly Budget Review Statement**

for the period 01/07/20 to 30/09/20

### Income & Expenses Budget Review Statement Recommended changes to revised budget

Budget Variations being recommended include the following material items:

\$4,615,505

### Notes Details

а	Rates and Annual Charges Annual rates and charges more than budgeted	\$164,469
е	Grants & Contributions - Capital	
	Additional grant income received since the budget was adopted	
	Wentworth Extended Day Care Centre	\$670,000
	NSW Fixing Local Roads	\$904,012
	Emergency Services Levy Grant	\$126,493
	Additional Grant income to be received for projects rolled forward:	
	Buronga Riverfront Masterplan, roll forward unexpended SCCF grant funds	\$150,000
	George Gordon Oval Netball Court & Lights, roll forward unexpended SCCF grant funds	\$40,000
	Barrett Pavillion, roll forward unexpended SCCF grant funds	\$45,000
	Amenities Upgrade, roll forward unexpended SCCF grant funds	\$50,000
	Wentworth Sporting Complex, roll forward unexpended SCCF grant funds	\$170,000
	Aerodrome, roll forward unexpended funds to meet grant requirements	\$1,100,000
	Effluent Disposal System, roll forward unexpended funds to meet grant requirements	\$350,000
	Gol Gol Water Treatment Plant, roll forward unexpended funds to meet grant requirements	\$160,000
	Waste Water Rationalisation Project Dareton, roll forward	\$600,000
	Waste Water Rationalisation Project Wentworth, roll forward	\$600,000
f	Reduction in Interest Rate due to drop in Interest Rates from COVID-19 Recession	-\$350,000

### **Quarterly Budget Review Statement**

for the period 01/07/20 to 30/09/20

### Income & Expenses Budget Review Statement

Explanatory Notes re: budget variances of greater than 10% on YTD estimated expenditure (if material)

### Notes Details

1 Rates and Annual Charges

Full rates levied in July 2020

2 User Charges and Fees

Increased Revenue from Transport for NSW Private Works (Bulk gravel purchase)

\$1,159,782

3 Other Revenues

Annual Licence Fees invoiced in July

Quarterly Budget Review Statement for the period 01/07/20 to 30/09/20

Capital Budget Review Statement

Budget review for the quarter ended 30 September 2020	nber 2020		,	1						-				
	Original		Appro	Approved Changes	- 1	]		Variations		Projected		Variance		%
(\$000.5)	Budget 2020/21	Budget Carry of 2020/21 Forwards	Other than by QBRS	Sep QBRS	Dec QBRS	Mar QBRS	Budget 2020/21	for this Sep Qtr	Notes Ye	Year End Result	YTD	Surplus (Deficit)	Notes	Actuals by Projected
Capital Expenditure														
New Assets														
- Plant & Equipment	•	•					1		co.	•	•	•	_	
- Land & Buildings	1,645	302					1,950		p	1,950	66	1,851	2	5.1%
- Other	1,000	•					1,000		O	1,000	21	626	3	2.1%
Renewal Assets (Replacement)														
- Plant & Equipment	2,427	425					2,852		р	2,852	293	2,559	4	10.3%
- Land & Buildings	5,820	302	(25)				6,100	670	Ф	6,770	415	5,685	5	6.1%
- Roads, Bridges, Footpaths	10,960	1,100					12,060		<u></u>	12,060	1,190	10,870	9	9.9%
- Other Structures	418	703					1,121	904	g	2,025	88	1,033	7	4.3%
Loan Repayments (Principal)	454	•					454		ے	454	51	403	00	11.2%
Water	2,465	160					2,625		_	2,625	882	1,743	6	33.6%
Sewer	1,900	1,200					3,100		į	3,100	670	2,430	10	21.6%
Total Capital Expenditure	27,088	4,198	(25)				31,261	1,574		32,835	3,709	27,552		11.3%
Capital Funding														
Rates & Other Untied Funding	8,745	918	(22)	٠	٠	1	9,638	(126)	~	9,512	51	(9,587)	1	0.5%
Capital Grants & Contributions	10,605	3,265		•	•	1	13,870	1,700	_	15,570	3,650	(10,220)	12	23.4%
Reserves:														
- External Restrictions/Reserves	1,388	15					1,403		Е	1,403	8	(1,395)	13	%9.0
<ul> <li>Internal Restrictions/Reserves</li> </ul>							'		_	•		'	14	
New Loans	6,000						6,000		0	000'9		(000'9)	15	%0.0
Receipts from Sale of Assets														
- Plant & Equipment	320						320		р	320		(320)	16	%0.0
- Land & Buildings	•						•		р	•		•	17	
Total Capital Funding	27,088	4,198	(25)		•		31,261	1,574		32,835	3,709	(27,552)		
Net Capital Funding - Surplus/(Deficit)		ŀ	-	-		•	ľ				•			

### **Quarterly Budget Review Statement**

for the period 01/07/20 to 30/09/20

### Capital Budget Review Statement Recommended changes to revised budget

Budget Variations being recommended include the following material items: -\$5,772,012

### Notes Details

6	New grant funding for the Wentworth Extended Day Care Centre	-\$670,000

g New grant funding from NSW Fixing Country Roads for:
1825-2999-0005 Upgrade Mallara Street Sealing
-\$130,387
1825-2999-0006 Upgrade High Darling Sealing
-\$773,625

Carry forward variations being brought forward from Jume QBRS include the following material items: -\$4,198,000

### b New Assets - Land & Buildings

Willowbend Caravan Park, roll forward of \$110k for the Power Upgrade and \$30k for the Office relocation

Buronga Riverfront Masterplan, roll forward unexpended SCCF grant funds

-\$150,000

Wentworth Riverfront BBQ Area, roll forward unexpended SCCF grant funds

-\$15,000

### d Renewal Assets Plant & Equipment

Capital Plant Purchase delayed by COVID19, roll forward

Minor Plant Purchase delayed by COVID19, roll forward

-\$410,000
-\$15,000

### e Renewal Assets Land & Buildings

George Gordon Oval Netball Court & Lights, roll forward unexpended SCCF grant funds

Barrett Pavillion, roll forward unexpended SCCF grant funds

Amenities Upgrade, roll forward unexpended SCCF grant funds

Wentworth Sporting Complex, roll forward unexpended SCCF grant funds

-\$170,000

### f Renewal Assets Roads, Bridges, Footpaths

Aerodrome, roll forward unexpended funds to meet grant requirements -\$1,100,000

### g Other Structures

Effluent Disposal System, roll forward unexpended funds to meet grant requirements

-\$350,000

Wentworth Pool Tiling, roll forward project delayed by COVID19

Neville Street Stormwater funds to be rolled forward as job delayed as it is dependent on other works

-\$300,000

### i Water Infrastructure

Gol Gol Water Treatment Plant, roll forward unexpended funds to meet grant requirements -\$160,000

### j Sewer Infrastructure

Waste Water Rationalisation Project Dareton, roll forward

-\$600,000
Waste Water Rationalisation Project Wentworth, roll forward

-\$600,000

### k Rates & Other untied funding

Additional Council funds required to complete rolled forward projects:

Willowbend Caravan Park, roll forward of \$110k for the Power Upgrade and \$30k for the Office relocation
Capital Plant Purchase delayed by COVID19, roll forward
Minor Plant Purchase delayed by COVID19, roll forward
Wentworth Pool Tiling, roll forward project delayed by COVID19
Neville Street Stormwater funds to be rolled forward as job delayed as it is dependent on other works

-\$140,000
-\$410,000
-\$15,000
-\$53,000
-\$53,000

ı	Capital Grants & Contributions As per additional Grant income to be received for projects rolled forward:	\$3,265,000
m	External Restrictions/Reserves Funds to be drawn from Unexpended Grants reserve to complete rolled forward projects: Wentworth Riverfront BBQ Area, roll forward unexpended SCCF grant funds	\$15,000

### **Quarterly Budget Review Statement**

for the period 01/07/20 to 30/09/20

### Capital Budget Review Statement

### Recommended changes to revised budget

Explanatory Notes re: budget variances of greater than 10% on YTD estimated expenditure (if material)

### Notes Details

### 2 New - Land & Buildings

Landfill Upgrade has commenced, but no claims for payment received in first quarter
Buronga Riverfront Masterplan awaiting appointment of successful tenderer
Willowbend Caravan Park power upgrade and Camp Kitchen modifications continuing, minimal claims received in first quarter

### 3 New - Other Structures

Buronga/Gol Gol Stormwater Constraints currently in planning phase about to go to tender

### 4 Renewal - Plant & Equipment

Tenders for new fleet vehicles closed in October, awaiting assessment prior to confirming successful tenderers

### 5 Renewal - Land & Buildings

Wentworth Civic Centre finalising plans including changes based on additional grant funding received Barrett Pavillion works progressing, some claims not received by the end of the first quarter Wentworth Riverfront Wall Remediation, planning phase complete currently in tender process Various Drought Communities Extension Programmes still in the planning phase, as funding just confirmed

### 6 Roads, Bridges & Footpaths

Sealing works for aerdrome, local and regional roads scheduled for second quarter

### 7 Renewal - Other Structures

Buronga Effluent Disposal project, works currently underway claim yet to be received Stormwater projects yet to commence

### 8 Loans

New loans have not been drawn down as yet, scheduled to take place in second quarter

### **Quarterly Budget Review Statement**

for the period 01/07/20 to 30/09/20

### **Cash & Investments Budget Review Statement**

### **Investments**

Investments have been invested in accordance with Council's Investment Policy.

### Cash

The Cash at Bank figure included in the Cash & Investment Statement totals \$2,394,466

This Cash at Bank amount has been reconciled to Council's physical Bank Statements. The date of completion of this bank reconciliation is 30/09/20

### **Reconciliation Status**

The YTD Cash & Investment figure reconciles to the	\$ 000's	
Cash at Bank (as per bank statements) Inevstments on Hand		2,394 28
less: Unpresented Cheques add: Undeposited Funds	(Timing Difference) (Timing Difference)	(2) 7
Reconciled Cash at Bank & Investments		2,427
Balance as per Review Statement:	2,427	
Difference:		-

### Recommended changes to revised budget

Budget Variations being recommended include the following material items:

### Notes Details

# Quarterly Budget Review Statement

for the period 01/07/20 to 30/09/20

Key Performance Indicators Budget Review Statement - Industry KPI's (OLG)

Wentworth Shire Council

Budget review for the quarter ended 30 September 2020

Actuals	<b>Prior Periods</b>	19/20 18/19
Original	Budget	20/21
ojection	Indicator	20/21
Current Pr	Amounts	20/21 20/21
<u></u>	l	
	(\$,000\$)	

NSW Local Government Industry Key Performance Indicators (OLG):

-	Ratio (%)
59.7 % 10.0 %	/enne.
45.1 %	hin operating rev
11075 13704 80.8 %	erating expenditure with
Operating Performance     Operating Revenue (excl. Capital) - Operating Expenses     Operating Revenue (excl. Capital Grants & Contributions)	This ratio measures Council's achievement of containing operating expenditure within operating revenue.

2020/21 (P)

2020/21

2019/20

2018/19 10.0 %

2017/18

13.4 %

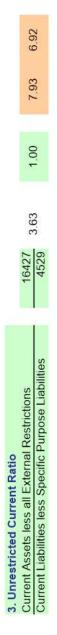
80.8 %

1. Operating Performance

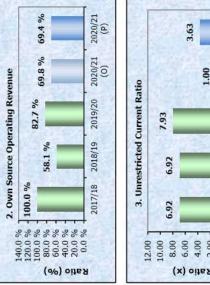
45.1%

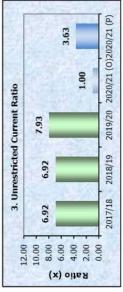
59.7 %











2020/21 (P)

2020/21

2020/21 (P)

2020/21 (0)

26.79

0.00

127.70

bt Service Cover Ratio

72.3 %

# Quarterly Budget Review Statement for the period 01/07/20 to 30/09/20

Key Performance Indicators Budget Review Statement - Industry KPI's (OLG)

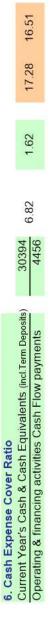
Wentworth Shire Council

Budget review for the quarter ended 30 September 2020

Actuals	Prior Periods	19/20 18/19
Original	Budget	20/21
rojection	Indicator	20/21
Current P	Amounts	20/21 20/21
	(\$,000\$)	

			200.00	150.00	(x)	0 100.00	Rat 50.00 - 19.09	2018/19
Actuals	Prior Periods 19/20 18/19			10.00	00.6		and lease	
Original	Budget 20/21			26.8	20.0		est, principal	
Current Projection	Amounts Indicator 20/21	ators (OLG):		12898 12770	101		ervice debt including inter	
	(\$,000\$)	NSW Local Government Industry Key Performance Indicators (OLG):	4. Debt Service Cover Ratio	Operating Result before Interest & Dep. exp (EBITDA)	Principal Repayments + Borrowing Interest Costs		This ratio measures the availability of operating cash to service debt including interest, principal and lease payments.	





This liquidity ratio indicates the number of months a Council can continue paying for its immediate expenses without additional cash inflow.

Quarterly Budget Review Statement for the period 01/07/20 to 30/09/20

Wentworth Shire Council

# Key Performance Indicators Budget Review Statement - Industry KPI's (OLG)

Budget review for the quarter ended 30 September 2020

Actuals	Periods	19/20 18/19	
Act	Prior	19/20	
Original	Budget	20/21	
rojection	Indicator	20/21	
Current P	Amounts	20/21 20/21	
	(\$,000\$)		

NSW Local Government Infrastructure Asset Performance Indicators (OLG):

7. Building and	300.0% 300.0% 250.0% \$ 150.0% 100.0% \$ 100.0% \$ 0.0 % 2017/18					
	400 0 0% 448 8 0%	0.011 % 0.001	e depreciating.			
	10000	100.0 78	which they ar			
	3538 400 5 0	1773 199.3 70	ed relative to the rate at v			
7. Building and Infrastructure Renewals Ratio	Asset Renewals (Building, Infrastructure & Other Structures)	Depreciation, Amortisation & Impairment	To assess the rate at which these assets are being renewed relative to the rate at which they are depreciating			

199.5 %

100.0 %

100.0 %

116.6 %

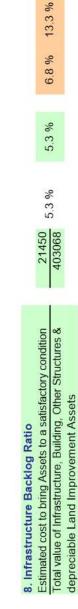
d Infrastructure Renewals Ratio

2020/21 (P)

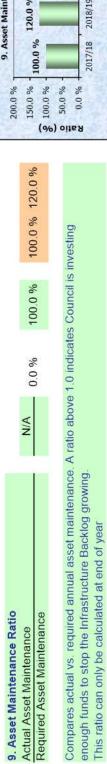
2020/21

2019/20

2018/19



This ratio shows what proportion the backlog is against the total value of a Council's infrastructure.





# Quarterly Budget Review Statement for the period 01/07/20 to 30/09/20

Wentworth Shire Council

Contracts Budget Review Statement

Budget review for the quarter ended 30 September 2020

Part A - Contracts Listing - contracts entered into during the quarter

Part A - Contracts Listing - col	Part A - Contracts Listing - contracts entered into during the quarter	1	1			
Contractor	Contract detail & purpose	Value	Start	of Contract (Y/N)	(V/N)	Notes
Primal Surfacing	Wentworth Aerodrome - Bitumen, Asphalt & Linemarking	1,023,600	01/07/20	6 months Y	>	
Downer EDI	Purchase of Emulsion	51,124	01/07/20	3 months	<b>&gt;</b>	
Tile Centre Mildura	Tiles for Dareton Pool	80,016	01/07/20	4 months	>	

This statement forms part of Council's Quarterly Budget Review Statement (OBRS) for the quarter ended xx/xx/xx and should be read in conjuction with the total QBRS report

Wentworth Shire Council

# **Quarterly Budget Review Statement**

for the period 01/07/20 to 30/09/20

# Consultancy & Legal Expenses Budget Review Statement

Consultancy & Legal Expenses Overview

Expense	YTD Expenditure (Actual Dollars)	Bugeted (Y/N)
Consultancies	137,016	Y
Legal Fees	16,841	Υ

# **Definition of a consultant:**

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by management. Generally it is the advisory nature of the work that differentiates a concultant from other contractors.

Comments
Expenditure included in the above YTD figure but not budgeted includes:
Details

# Wentworth Shire Council

Word: DOC/20/1017 PDF:DOC/19/2014 Council Policy No. GOV020

# 2020 Code of Conduct Policy

#### **DOCUMENT SUMMARY**

This Official Council Policy deals with the standards of conduct for council officials

#### 1. STATEMENT OF POLICY INTENT

The intent of this policy is to ensure that council officials comply with the standards set under the Model Code of Conduct for Local Councils which is made under section 440 of the *Local Government Act 1993* and the *Local Government (General) Regulation 2005*.

# 2. POLICY SCOPE

This policy is applicable to all councillors, members of staff of council, administrators, council committee members, delegates of council, and for the purposes of clause 4.16 of the Code, council advisers.

# 3. DEFINITIONS AND ABBREVIATIONS (used in this policy)

This table summarises the main definitions and abbreviations contained within this policy

The Act	Local Government Act 1993 (NSW)
Regulations	Local Government Act (General) Regulations 2005 (NSW)
GM	General Manager

#### 4. BACKGROUND

The Model Code of Conduct sets the minimum standards of conduct for council officials. It is prescribed by regulation to assist council officials to:

- · understand and comply with the standards of conduct that are expected of them;
- enable them to fulfil their statutory duty to act honestly and exercise a reasonable degree of care and diligence (section 439); and
- · act in a way that enhances public confidence in local government.

It should be noted that Code of Conduct Complaints must be assessed against the standards prescribed under the version of the council's code of conduct that was in force at the time the conduct the subject of the complaint is alleged to have occurred.

#### 5. POLICY

It is the policy of this council that:

- 5.1. Council adopts without amendment the 2020 Model Code of Conduct for Local Councils in NSW.
- 5.2. Council adopts without amendment the Procedures for Administration of the Model Code of Conduct for Local Councils in NSW.
- 5.3. Council will establish a panel of conduct reviewers, following a public expression of interest process.

# **Document Approval**

This document is the latest version of the official policy of the Wentworth Shire Council, as adopted by Council on the Click here to enter a date.. All previous versions of this policy are null and void.

This policy may be amended or revoked by Council at any time.

Page 1 of 2

# Wentworth Shire Council

Word: DOC/20/1017 PDF:DOC/19/2014 Council Policy No. GOV020

# 2020 Code of Conduct Policy

5.4. The General Manager, through his delegations, will appoint suitably qualified staff members to act as the complaints coordinator and alternate complaints coordinator.

# 6. ATTACHMENTS

Attachment 1 – Model Code of Conduct 2020 ( Attachment 2 – Model Code of Conduct 2020 Procedures for Administration (

Approved by Council and signed by General Manager of Wentworth Shire Council

Signed & Dated

# **Document Approval**

This document is the latest version of the official policy of the Wentworth Shire Council, as adopted by Council on the Click here to enter a date.. All previous versions of this policy are null and void.

This policy may be amended or revoked by Council at any time.

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# WENTWORTH SHIRE COUNCIL

# **CODE OF MEETING PRACTICE**

(Policy GOV018, based on the 202018 Model Code of Meeting Practice)

Adopted by Council 17 April 2019

#### WSC CODE OF MEETING PRACTICE

This Code of Meeting Practice is based on the Model Code of Meeting Practice for Local Councils in NSW. A table of the clauses amended by Wentworth Shire Council is included at the end of this document.

# 202018

#### **ACCESS TO SERVICES**

# Main administration office:

Street Address: 26-28 Adelaide Street, Wentworth NSW 2648

OFFICE HOURS Monday to Friday 8.30am to 5.00pm

Postal Address: PO Box 81, Wentworth, NSW 2648

Phone: 03 5027 5027 Fax: 03 5027 5000

Email: <a href="mailto:council@wentworth.nsw.gov.au">council@wentworth.nsw.gov.au</a>
Website: <a href="mailto:www.wentworth.nsw.gov.au">www.wentworth.nsw.gov.au</a>

# Wentworth Civic Centre: (Currently Closed)

Street Address: Darling Street, Wentworth, NSW 2648

OFFICE HOURS Monday to Friday 8.30am to 5.00pm

Postal Address: PO Box 81, Wentworth, NSW 2648

Phone: 03 5027 5027 Fax: 03 5027 5000

Email: <a href="mailto:council@wentworth.nsw.gov.au">council@wentworth.nsw.gov.au</a>
Website: <a href="mailto:www.wentworth.nsw.gov.au">www.wentworth.nsw.gov.au</a>

#### Midway Service Centre:

Street Address: Midway Drive, Buronga, NSW 2739

**OFFICE HOURS**Monday to Friday
9.00am to 5.00pm

Postal Address: PO Box 81, Wentworth, NSW 2648

Phone: 03 5027 5027 Fax: 03 5027 5000

Email: <a href="mailto:council@wentworth.nsw.gov.au">council@wentworth.nsw.gov.au</a>
Website: <a href="mailto:www.wentworth.nsw.gov.au">www.wentworth.nsw.gov.au</a>

#### DISCLAIMER

While every effort has been made to ensure the accuracy of the information in this publication, the Wentworth Shire Council expressly disclaims any liability to any person in respect of anything done or not done as a result of the contents of the publication or the data provided.

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#### 1 INTRODUCTION

This Code of Meeting Practice is based on the Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is made under section 360 of the Local Government Act 1993 (the Act) and the Local Government (General) Regulation 2005 (the Regulation).

This code applies to all meetings of councils and committees of councils of which all the members are councillors (committees of council). Council committees whose members include persons other than councillors may adopt their own rules for meetings unless the council determines otherwise.

In accordance with the requirements of the Act councils must adopt a code of meeting practice that incorporates the mandatory provisions of the Model Meeting Code.

A council's adopted code of meeting practice may also incorporate the non-mandatory provisions of the Model Meeting Code and other supplementary provisions. However, a code of meeting practice adopted by a council must not contain provisions that are inconsistent with the mandatory provisions of this Model Meeting Code.

The provisions of the Model Meeting Code that are not mandatory, and that have been adopted by Wentworth Shire Council are indicated in red font.

The provisions of the Model Meeting Code that are not mandatory, and that have not been adopted by Wentworth Shire Council are indicated in red front that has been struck through (red\_font), or black front that has been struck through (black\_font). Provisions relating to boards of joint organisations and county councils have been removed or, in the case where they are numbered, they are shown in blue font and struck through (blue\_font).

Additional provisions made by resolution of the Wentworth Shire Council have been inserted using bold italicised font *(bold italicised font)*.

A council and a committee of the council of which all the members are councillors must conduct its meetings in accordance with the code of meeting practice adopted by the council.

A table of amendments has been included at the end of this document.

#### 2 MEETING PRINCIPLES

2.1 Council and committee meetings should be:

Transparent: Decisions are made in a way that is open and accountable.

Informed: Decisions are made based on relevant, quality information.

Inclusive: Decisions respect the diverse needs and interests of the local

community.

Principled: Decisions are informed by the principles prescribed under

Chapter 3 of the Act.

Trusted: The community has confidence that councillors and staff act

ethically and make decisions in the interests of the whole

community.

Respectful: Councillors, staff and meeting attendees treat each other with

respect.

Effective: Meetings are well organised, effectively run and skilfully chaired.

Orderly: Councillors, staff and meeting attendees behave in a way that

contributes to the orderly conduct of the meeting.

# 3 BEFORE THE MEETING

# Timing of ordinary council meetings

- 3.1 Ordinary meetings of the council will be held on the following occasions: [council to specify the frequency, time, date and place of its ordinary meetings]
- 3.2 The council shall, by resolution, set the frequency, time, date and place of its ordinary meetings.

Note: Councils must use either clause 3.1 or 3.2

Note: Under section 365 of the Act, councils are required to meet at least ten (10) times each year, each time in a different month unless the Minister for Local Government has approved a reduction in the number of times that a council is required to meet each year under section 365A.

Note: Under section 396 of the Act, county councils are required to meet at least four (4) times each year.

Note: Under section 400T of the Act, boards of joint organisations are required to meet at least four (4) times each year, each in a different quarter of the year.

# Extraordinary meetings

3.3 If the mayor receives a request in writing, signed by at least two (2) councillors, the mayor must call an extraordinary meeting of the council to be held as soon as practicable, but in any event, no more than fourteen (14) days after receipt of the request. The mayor can be one of the two councillors requesting the meeting.

Note: Clause 3.3 reflects section 366 of the Act.

## Notice to the public of council meetings

3.4 The council must give notice to the public of the time, date and place of each of its meetings, including extraordinary meetings and of each meeting of committees of the council.

Note: Clause 3.4 reflects section 9(1) of the Act.

- 3.5 For the purposes of clause 3.4, notice of a meeting of the council and of a committee of council is to be published before the meeting takes place. The notice must be published on the council's website, and in such other manner that the council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.
- 3.6 For the purposes of clause 3.4, notice of more than one (1) meeting may be given in the same notice.

# Notice to councillors of ordinary council meetings

3.7 The general manager must send to each councillor, at least three (3) days before each meeting of the council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting.

Note: Clause 3.7 reflects section 367(1) of the Act.

3.8 The notice and the agenda for, and the business papers relating to, the meeting may be given to councillors in electronic form, but only if all councillors have facilities to access the notice, agenda and business papers in that form.

Note: Clause 3.8 reflects section 367(3) of the Act.

# Notice to councillors of extraordinary meetings

3.9 Notice of less than three (3) days may be given to councillors of an extraordinary meeting of the council in cases of emergency.

Note: Clause 3.9 reflects section 367(2) of the Act.

# Giving notice of business to be considered at council meetings

3.10 A councillor may give notice of any business they wish to be considered by the council at its next ordinary meeting by way of a notice of motion. To be included

- on the agenda of the meeting, the notice of motion must be in writing and must be submitted seven (7) business days before the meeting is to be held.
- 3.11 A councillor may, in writing to the general manager, request the withdrawal of a notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.
- 3.12 If the general manager considers that a notice of motion submitted by a councillor for consideration at an ordinary meeting of the council has legal, strategic, financial or policy implications which should be taken into consideration by the meeting, the general manager may prepare a report in relation to the notice of motion for inclusion with the business papers for the meeting at which the notice of motion is to be considered by the council.
- 3.13 A notice of motion for the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the notice of motion. If the notice of motion does not identify a funding source, the general manager must either:
  - (a) prepare a report on the availability of funds for implementing the motion if adopted for inclusion in the business papers for the meeting at which the notice of motion is to be considered by the council, or
  - (b) by written notice sent to all councillors with the business papers for the meeting for which the notice of motion has been submitted, defer consideration of the matter by the council to such a date specified in the notice, pending the preparation of such a report.

#### Questions with notice

- 3.14 A councillor may, by way of a notice submitted under clause 3.10, ask a question for response by the general manager about the performance or operations of the council.
- 3.15 A councillor is not permitted to ask a question with notice under clause 3.14 that comprises a complaint against the general manager or a member of staff of the council, or a question that implies wrongdoing by the general manager or a member of staff of the council.
- 3.16 The general manager or their nominee may respond to a question with notice submitted under clause 3.14 by way of a report included in the business papers for the relevant meeting of the council or orally at the meeting.

#### Agenda and business papers for ordinary meetings

- 3.17 The general manager must cause the agenda for a meeting of the council or a committee of the council to be prepared as soon as practicable before the meeting.
- 3.18 The general manager must ensure that the agenda for an ordinary meeting of the council states:

- (a) all matters to be dealt with arising out of the proceedings of previous meetings of the council, and
- (b) if the mayor is the chairperson any matter or topic that the chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
- (c) all matters, including matters that are the subject of staff reports and reports of committees, to be considered at the meeting, and
- (d) any business of which due notice has been given under clause 3.10.
- 3.19 Nothing in clause 3.18 limits the powers of the mayor to put a mayoral minute to a meeting under clause 9.6.
- 3.20 The general manager must not include in the agenda for a meeting of the council any business of which due notice has been given if, in the opinion of the general manager, the business is, or the implementation of the business would be, unlawful. The general manager must report, without giving details of the item of business, any such exclusion to the next meeting of the council.
- 3.21 Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the general manager, is likely to take place when the meeting is closed to the public, the general manager must ensure that the agenda of the meeting:
  - (a) identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
  - (b) states the grounds under section 10A(2) of the Act relevant to the item of business.

Note: Clause 3.21 reflects section 9(2A)(a) of the Act.

3.22 The general manager must ensure that the details of any item of business which, in the opinion of the general manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided to councillors for the meeting concerned. Such details must not be included in the business papers made available to the public, and must not be disclosed by a councillor or by any other person to another person who is not authorised to have that information.

# Availability of the agenda and business papers to the public

3.23 Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of the council and committees of council, are to be published on the council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of the council, at the relevant meeting and at such other venues determined by the council.

Note: Clause 3.23 reflects section 9(2) and (4) of the Act.

3.24 Clause 3.23 does not apply to the business papers for items of business that the general manager has identified under clause 3.21 as being likely to be considered when the meeting is closed to the public.

Note: Clause 3.24 reflects section 9(2A)(b) of the Act.

3.25 For the purposes of clause 3.23, copies of agendas and business papers must be published on the council's website and made available to the public at a time that is as close as possible to the time they are available to councillors.

Note: Clause 3.25 reflects section 9(3) of the Act.

3.26 A copy of an agenda, or of an associated business paper made available under clause 3.23, may in addition be given or made available in electronic form.

Note: Clause 3.26 reflects section 9(5) of the Act.

# Agenda and business papers for extraordinary meetings

- 3.27 The general manager must ensure that the agenda for an extraordinary meeting of the council deals only with the matters stated in the notice of the meeting.
- 3.28 Despite clause 3.27, business may be considered at an extraordinary meeting of the council, even though due notice of the business has not been given, if:
  - (a) a motion is passed to have the business considered at the meeting, and
  - (b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 3.29 A motion moved under clause 3.28(a) can be moved without notice but only after the business notified in the agenda for the extraordinary meeting has been dealt with.
- 3.30 Despite clauses 10.20–10.30, only the mover of a motion moved under clause 3.28(a) can speak to the motion before it is put.
- 3.31 A motion of dissent cannot be moved against a ruling of the chairperson under clause 3.28(b) on whether a matter is of great urgency.

# Pre-meeting briefing sessions

- 3.32 Prior to each ordinary meeting of the council, the general manager may arrange a pre-meeting briefing session to brief councillors on business to be considered at the meeting. Pre-meeting briefing sessions may also be held for extraordinary meetings of the council and meetings of committees of the council
- 3.33 Pre-meeting briefing sessions are to be held in the absence of the public.
- 3.34 The general manager or a member of staff nominated by the general manager is to preside at pre-meeting briefing sessions.
- 3.36 Councillors must not use pre-meeting briefing sessions to debate or make preliminary decisions on items of business they are being briefed on, and any

- debate and decision-making must be left to the formal council or committee meeting at which the item of business is to be considered.
- 3.37 Councillors (including the mayor) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of a briefing at a pre-meeting briefing session, in the same way that they are required to do so at a council or committee meeting. The council is to maintain a written record of all conflict of interest declarations made at pre-meeting briefing sessions and how the conflict of interest was managed by the councillor who made the declaration.

#### 4 PUBLIC FORUMS

- 4.1 The council may hold a public forum prior to each ordinary meeting of the council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to extraordinary council meetings and meetings of committees of the council.
- 4.2 Public forums are to be chaired by the mayor or their nominee.
- 4.3 To speak at a public forum, a person must first make an application to the council in the approved form via email to council@wentworth.nsw.gov.au Applications to speak at the public forum must be received by the close of business two (2) business days before the date on which the public forum is to be held, and must identify the item of business on the agenda of the council meeting the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item. (EXAMPLE: for a meeting at 6.30pm on a Wednesday, notice is to be received by COB the Monday prior)
- 4.4 A person may apply to speak on no more than **two (2)** items of business on the agenda of the council meeting.
- 4.5 Legal representatives acting on behalf of others are not to be permitted to speak at a public forum unless they identify their status as a legal representative when applying to speak at the public forum.
- 4.6 The general manager or their delegate may refuse an application to speak at a public forum. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 4.7 No more than **three (3)** speakers are to be permitted to speak 'for' or 'against' each item of business on the agenda for the council meeting.
- If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to address the council on the item of business. If the speakers are not able to agree on whom to nominate to address the council, the general manager or their delegate is to determine who will address the council at the public forum.
- 4.9 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may, in

- consultation with the mayor or the mayor's nominated chairperson, increase the number of speakers permitted to speak on an item of business, where they are satisfied that it is necessary to do so to allow the council to hear a fuller range of views on the relevant item of business.
- 4.10 Approved speakers at the public forum are to register with the council any written, visual or audio material to be presented in support of their address to the council at the public forum, and to identify any equipment needs no more than two (2) business days before the public forum. The general manager or their delegate may refuse to allow such material to be presented.
- 4.11 The general manager or their delegate is to determine the order of speakers at the public forum.
- 4.12 Each speaker will be allowed **three (3)** minutes to address the council. This time is to be strictly enforced by the chairperson.
- 4.13 Speakers at public forums must not digress from the item on the agenda of the council meeting they have applied to address the council on. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.
- 4.14 A councillor (including the chairperson) may, through the chairperson, ask questions of a speaker following their address at a public forum. Questions put to a speaker must be direct, succinct and without argument.
- 4.15 Speakers are under no obligation to answer a question put under clause 4.14. Answers by the speaker, to each question are to be limited to **one (1)** minute.
- 4.16 Speakers at public forums cannot ask questions of the council, councillors or council staff.
- 4.17 The general manager or their nominee may, with the concurrence of the chairperson, address the council for up to **five (5)** minutes in response to an address to the council at a public forum after the address and any subsequent questions and answers have been finalised.
- 4.18 Where an address made at a public forum raises matters that require further consideration by council staff, the general manager may recommend that the council defer consideration of the matter pending the preparation of a further report on the matters.
- 4.19 When addressing the council, speakers at public forums must comply with this code and all other relevant council codes, policies and procedures. Speakers must refrain from engaging in disorderly conduct, publicly alleging breaches of the council's code of conduct or making other potentially defamatory statements.
- 4.20 If the chairperson considers that a speaker at a public forum has engaged in conduct of the type referred to in clause 4.19, the chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate comments. Where the speaker

- fails to comply with the chairperson's request, the chairperson may immediately require the person to stop speaking.
- 4.21 Clause 4.20 does not limit the ability of the chairperson to deal with disorderly conduct by speakers at public forums in accordance with the provisions of Part 15 of this code.
- 4.22 Where a speaker engages in conduct of the type referred to in clause 4.19, the general manager or their delegate may refuse further applications from that person to speak at public forums for such a period as the general manager or their delegate considers appropriate.
- 4.23 Councillors (including the mayor) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of an address at a public forum, in the same way that they are required to do so at a council or committee meeting. The council is to maintain a written record of all conflict of interest declarations made at public forums and how the conflict of interest was managed by the councillor who made the declaration.
  - Note 1: Public forums should not be held as part of a council or committee meeting. Council or committee meetings should be reserved for decision-making by the council or committee of council. Where a public forum is held as part of a council or committee meeting, it must be conducted in accordance with the other requirements of this code relating to the conduct of council and committee meetings.
  - Note 2: When a public forum is required to be held prior to a council meeting, the council meeting will be opened by the mayor at the advertised time, and then immediately adjourned for an allotted time for the purpose of conducting the public forum.
  - Note 3: A record will be kept within the council minutes detailing the adjournment of the meeting, the names of those who addressed council, and whether they spoke "for" or "against" the item of business. Additionally the record will detail any conflicts of interest declared by councillors as per clause 4.23.

#### 5 COMING TOGETHER

# Attendance by councillors at meetings

5.1 All councillors must make reasonable efforts to attend meetings of the council and of committees of the council of which they are members.

Note: A councillor may not attend a meeting as a councillor (other than the first meeting of the council after the councillor is elected or a meeting at which the councillor takes an oath or makes an affirmation of office) until they have taken an oath or made an affirmation of office in the form prescribed under section 233A of the Act.

- 5.2 A councillor cannot participate in a meeting of the council or of a committee of the council unless personally present at the meeting.
- 5.3 The board of the joint organisation may, if it thinks fit, transact any of its business at a meeting at which representatives (or some representatives) participate by telephone or other electronic means, but only if any representative who speaks on a matter before the meeting can be heard by the other representatives. For the purposes of a meeting held in accordance with this clause, the chairperson and each other voting representative on the board have the same voting rights as they have at an ordinary meeting of the board.

Note: Clause 5.3 reflects clause 397G of the Regulation. Joint organisations may adopt clause 5.3 and omit clause 5.2. Councils <u>must</u> not adopt clause 5.3.

- 5.4 Where a councillor is unable to attend one or more ordinary meetings of the council, the councillor should request that the council grant them a leave of absence from those meetings. This clause does not prevent a councillor from making an apology if they are unable to attend a meeting. However the acceptance of such an apology does not constitute the granting of a leave of absence for the purposes of this code and the Act.
- 5.5 A councillor's request for leave of absence from council meetings should, if practicable, identify (by date) the meetings from which the councillor intends to be absent and the grounds upon which the leave of absence is being sought.
  - 5.5a Requests as outlined in 5.5 can be made either in writing or via email, and must be received by the general manager at least four (4) hours prior to the commencement of the Ordinary Council meeting. A copy of the request is to be tabled by the general manager at the meeting.
  - 5.5b Requests for Leave of Absence cannot be made by one councillor on behalf of another.
- 5.6 The council must act reasonably when considering whether to grant a councillor's request for a leave of absence.
- 5.7 A councillor's civic office will become vacant if the councillor is absent from three (3) consecutive ordinary meetings of the council without prior leave of the council, or leave granted by the council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

Note: Clause 5.7 reflects section 234(1)(d) of the Act.

A councillor who intends to attend a meeting of the council despite having been granted a leave of absence should, if practicable, give the general manager at least two (2) days' notice of their intention to attend.

# The quorum for a meeting

5.9 The quorum for a meeting of the council is a majority of the councillors of the council who hold office at that time and are not suspended from office.

Note: Clause 5.9 reflects section 368(1) of the Act.

5.10 Clause 5.9 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of the council.

Note: Clause 5.10 reflects section 368(2) of the Act.

- 5.11 A meeting of the council must be adjourned if a quorum is not present:
  - (a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
  - (b) within half an hour after the time designated for the holding of the meeting, or
  - (c) at any time during the meeting.
- 5.12 In either case, the meeting must be adjourned to a time, date and place fixed:
  - (a) by the chairperson, or
  - (b) in the chairperson's absence, by the majority of the councillors present, or
  - (c) failing that, by the general manager.
- 5.13 The general manager must record in the council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of the council, together with the names of the councillors present.
- 5.14 Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the safety and welfare of councillors, council staff and members of the public may be put at risk by attending the meeting because of a natural disaster (such as, but not limited to flood or bushfire) or because of localised civil unrest, the mayor may, in consultation with the general manager and, as far as is practicable, with each councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on the council's website and in such other manner that the council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.
- 5.15 Where a meeting is cancelled under clause 5.14, the business to be considered at the meeting may instead be considered, where practicable, at the next ordinary meeting of the council or at an extraordinary meeting called under clause 3.3.

# Entitlement of the public to attend council meetings

5.16 Everyone is entitled to attend a meeting of the council and committees of the council. The council must ensure that all meetings of the council and committees of the council are open to the public.

Note: Clause 5.16 reflects section 10(1) of the Act.

- 5.17 Clause 5.16 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.
- 5.18 A person (whether a councillor or another person) is not entitled to be present at a meeting of the council or a committee of the council if expelled from the meeting:
  - (a) by a resolution of the meeting, or
  - (b) by the person presiding at the meeting if the council has, by resolution, authorised the person presiding to exercise the power of expulsion.

Note: Clause 5.18 reflects section 10(2) of the Act.

Note: If adopted, clauses 15.14 and 15.15 confer a standing authorisation on all chairpersons of meetings of the council and committees of the council to expel persons from meetings. If adopted, clause 15.14 authorises chairpersons to expel any person, including a councillor, from a council or committee meeting. Alternatively, if adopted, clause 15.15 authorises chairpersons to expel persons other than councillors from a council or committee meeting.

# Webcasting of meetings

5.19 All meetings of the council and committees of the council are to be webcast on the council's website.

Note: Councils will be required to webcast meetings from 14 December 2019. Councils that do not currently webcast meetings should take steps to ensure that meetings are webcast by 14 December 2019.

Note: Councils must include supplementary provisions in their adopted codes of meeting practice that specify whether meetings are to be livestreamed or recordings of meetings uploaded on the council's website at a later time. The supplementary provisions must also specify whether the webcast is to comprise of an audio visual recording of the meeting or an audio recording of the meeting.

- 5.19 (a) to comply with the requirement to webcast its meetings, Wentworth Shire Council will webcast using audio video recordings.
- 5.19 (b) Audio <u>visual</u> recordings will be uploaded to the website by 5.00pm on the business day immediately following the meeting.
- 5.20 Clause 5.19 does not apply to parts of a meeting that have been closed to the public under section 10A of the Act.

- 5.21 At the start of each meeting the chairperson is to make a statement informing those in attendance that the meeting is being webcast and that those in attendance should refrain from making any defamatory statements.
- 5.22 A recording of each meeting of the council and committee of the council is to be retained on the council's website for twelvewo (2) months. Recordings of meetings may be disposed of in accordance with the State Records Act 1998.

# Attendance of the general manager and other staff at meetings

5.23 The general manager is entitled to attend, but not to vote at, a meeting of the council or a meeting of a committee of the council of which all of the members are councillors.

Note: Clause 5.23 reflects section 376(1) of the Act.

5.24 The general manager is entitled to attend a meeting of any other committee of the council and may, if a member of the committee, exercise a vote.

Note: Clause 5.24 reflects section 376(2) of the Act.

5.25 The general manager may be excluded from a meeting of the council or a committee while the council or committee deals with a matter relating to the standard of performance of the general manager or the terms of employment of the general manager.

Note: Clause 5.25 reflects section 376(3) of the Act.

5.26 The attendance of other council staff at a meeting, (other than as members of the public) shall be with the approval of the general manager.

# 6 THE CHAIRPERSON

# The chairperson at meetings

6.1 The mayor, or at the request of or in the absence of the mayor, the deputy mayor (if any) presides at meetings of the council.

Note: Clause 6.1 reflects section 369(1) of the Act.

6.2 If the mayor and the deputy mayor (if any) are absent, a councillor elected to chair the meeting by the councillors present presides at a meeting of the council.

Note: Clause 6.2 reflects section 369(2) of the Act.

# Election of the chairperson in the absence of the mayor and deputy mayor

6.3 If no chairperson is present at a meeting of the council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a chairperson to preside at the meeting.

- 6.4 The election of a chairperson must be conducted:
  - (a) by the general manager or, in their absence, an employee of the council designated by the general manager to conduct the election, or
  - (b) by the person who called the meeting or a person acting on their behalf if neither the general manager nor a designated employee is present at the meeting, or if there is no general manager or designated employee.
- 6.5 If, at an election of a chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the chairperson is to be the candidate whose name is chosen by lot.
- 6.6 For the purposes of clause 6.5, the person conducting the election must:
  - (a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
  - (b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.
- 6.7 The candidate whose name is on the drawn slip is the candidate who is to be the chairperson.
- 6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

# Chairperson to have precedence

- 6.9 When the chairperson rises or speaks during a meeting of the council:
  - (a) any councillor then speaking or seeking to speak must cease speaking and, if standing, immediately resume their seat, and
  - (b) every councillor present must be silent to enable the chairperson to be heard without interruption.

# 7 MODES OF ADDRESS

- 7.1 If the chairperson is the mayor, they are to be addressed as 'Mr Mayor' or 'Madam Mayor'.
- 7.2 Where the chairperson is not the mayor, they are to be addressed as either 'Mr Chairperson' or 'Madam Chairperson'.
- 7.3 A councillor is to be addressed as 'Councillor [surname]'.
- 7.4 A council officer is to be addressed by their official designation or as Mr/Ms [surname].

# 8 ORDER OF BUSINESS FOR ORDINARY COUNCIL MEETINGS

8.1 At a meeting of the council, the general order of business is as fixed by resolution of the council.

- The general order of business for an ordinary meeting of the council shall be: [councils may adapt the following order of business to meet their needs]
  - 01 Opening meeting
  - 02 Prayer or Acknowledgement of country
  - 03 Apologies and applications for a leave of absence by councillors
  - 04 Confirmation of minutes
  - 05 Outstanding matters from previous meetings
  - 05 Disclosures of interests
  - 06 Mayoral and Councillor Reports (includes Mayoral minute(s))
  - 07 Reports of committees
  - 08 Reports to council
  - 09 Notices of motions/Questions with notice
  - 10 Confidential matters
  - 11 Conclusion of the meeting

Note: Councils must use either clause 8.1 or 8.2.

- 8.2a The chairperson will determine whether to deliver a Prayer or Acknowledgement of Country
- 8.3 The order of business as fixed under clause 8.2 may be altered for a particular meeting of the council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.

Note: If adopted, Part 13 allows council to deal with items of business by exception.

8.4 Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 8.3 may speak to the motion before it is put.

#### 9 CONSIDERATION OF BUSINESS AT COUNCIL MEETINGS

Business that can be dealt with at a council meeting

- 9.1 The council must not consider business at a meeting of the council:
  - (a) unless a councillor has given notice of the business, as required by clause 3.10, and
  - (b) unless notice of the business has been sent to the councillors in accordance with clause 3.7 in the case of an ordinary meeting or clause 3.9 in the case of an extraordinary meeting called in an emergency.
- 9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:
  - (a) is already before, or directly relates to, a matter that is already before the council, or
  - (b) is the election of a chairperson to preside at the meeting, or
  - (c) subject to clause 9.9, is a matter or topic put to the meeting by way of a mayoral minute, or
  - (d) is a motion for the adoption of recommendations of a committee, including, but not limited to, a committee of the council.

- 9.3 Despite clause 9.1, business may be considered at a meeting of the council even though due notice of the business has not been given to the councillors if
  - (a) a motion is passed to have the business considered at the meeting, and
  - (b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 9.4 A motion moved under clause 9.3(a) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 9.3(a) can speak to the motion before it is put.
- 9.5 A motion of dissent cannot be moved against a ruling by the chairperson under clause 9.3(b).

# Mayoral minutes

- 9.6 Subject to clause 9.9, if the mayor is the chairperson at a meeting of the council, the mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that is within the jurisdiction of the council, or of which the council has official knowledge.
- 9.7 A mayoral minute, when put to a meeting, takes precedence over all business on the council's agenda for the meeting. The chairperson (but only if the chairperson is the mayor) may move the adoption of a mayoral minute without the motion being seconded.
- 9.8 A recommendation made in a mayoral minute put by the mayor is, so far as it is adopted by the council, a resolution of the council.
- 9.9 A mayoral minute must not be used to put without notice matters that are routine and not urgent, or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 9.10 Where a mayoral minute makes a recommendation which, if adopted, would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan, it **should** identify the source of funding for the expenditure that is the subject of the recommendation. If the mayoral minute does not identify a funding source, the council **may** defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the recommendation if adopted.

# Staff reports

9.11 A recommendation made in a staff report is, so far as it is adopted by the council, a resolution of the council.

# Reports of committees of council

- 9.12 The recommendations of a committee of the council are, so far as they are adopted by the council, resolutions of the council.
- 9.13 If in a report of a committee of the council distinct recommendations are made, the council may make separate decisions on each recommendation.

# Questions

- 9.14 A question must not be asked at a meeting of the council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.10 and 3.14.
- 9.15 A councillor may, through the chairperson, put a question to another councillor about a matter on the agenda.
- 9.16 A councillor may, through the general manager, put a question to a council employee about a matter on the agenda. Council employees are only obliged to answer a question put to them through the general manager at the direction of the general manager.
- 9.17 A councillor or council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to documents. Where a councillor or council employee to whom a question is put is unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the council.
- 9.18 Councillors must put questions directly, succinctly, respectfully and without argument.
- 9.19 The chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a councillor or council employee.

# 10 RULES OF DEBATE

#### Motions to be seconded

10.1 Unless otherwise specified in this code, a motion or an amendment cannot be debated unless or until it has been seconded.

Additional WSC provision to be read in conjunction with clause 10.11 10.1a Recommendations made in a staff report become a motion (and can then be debated) when the recommendation is both moved and seconded.

10.1b Alternatively, a staff report can be opened for debate when a councillor puts forward a lawful motion and that motion is seconded.

# Notices of motion

- 10.2 A councillor who has submitted a notice of motion under clause 3.10 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.
- 10.3 If a councillor who has submitted a notice of motion under clause 3.10 wishes to withdraw it after the agenda and business paper for the meeting at which it is to be considered have been sent to councillors, the councillor may request the withdrawal of the motion when it is before the council.
- 10.4 In the absence of a councillor who has placed a notice of motion on the agenda for a meeting of the council:
  - (a) any other councillor may, with the leave of the chairperson, move the motion at the meeting, or
  - (b) the chairperson may defer consideration of the motion until the next meeting of the council.

#### Chairperson's duties with respect to motions

- 10.5 It is the duty of the chairperson at a meeting of the council to receive and put to the meeting any lawful motion that is brought before the meeting.
- 10.6 The chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.
- 10.7 Before ruling out of order a motion or an amendment to a motion under clause 10.6, the chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.
- 10.8 Any motion, amendment or other matter that the chairperson has ruled out of order is taken to have been lost.

#### Motions requiring the expenditure of funds

10.9 A motion or an amendment to a motion which if passed would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the motion. If the motion does not identify a funding source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the motion if adopted.

# Amendments to motions

10.10 An amendment to a motion must be moved and seconded before it can be debated.

- 10.11 An amendment to a motion must relate to the matter being dealt with in the original motion before the council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or which is a direct negative of the original motion, must be ruled out of order by the chairperson.
- 10.12 The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for.
- 10.13 If an amendment has been lost, a further amendment can be moved to the motion to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before council at any one time.
- 10.14 While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.
- 10.15 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 10.16 An amendment may become the motion without debate or a vote where it is accepted by the councillor who moved the original motion.

# Foreshadowed motions

- 10.17 A councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the council, without a seconder during debate on the original motion. The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 10.18 Where an amendment has been moved and seconded, a councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with. There is no limit to the number of foreshadowed amendments that may be put before the council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.
- 10.19 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.

# Limitations on the number and duration of speeches

10.20 A councillor who, during a debate at a meeting of the council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation

- to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.
- 10.21 A councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.
- 10.22 A councillor must not, without the consent of the council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.
- 10.23 Despite clause 10.22, the chairperson may permit a councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the councillor to make a statement limited to explaining the misrepresentation or misunderstanding.
- 10.24 Despite clause 10.22, the council may resolve to shorten the duration of speeches to expedite the consideration of business at a meeting.
- 10.25 Despite clauses 10.20 and 10.21, a councillor may move that a motion or an amendment be now put:
  - (a) if the mover of the motion or amendment has spoken in favour of it and no councillor expresses an intention to speak against it, or
  - (b) if at least two (2) councillors have spoken in favour of the motion or amendment and at least two (2) councillors have spoken against it.
- 10.26 The chairperson must immediately put to the vote, without debate, a motion moved under clause 10.25. A seconder is not required for such a motion.
- 10.27 If a motion that the original motion or an amendment be now put is passed, the chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 10.20.
- 10.28 If a motion that the original motion or an amendment be now put is lost, the chairperson must allow the debate on the original motion or the amendment to be resumed.
- 10.29 All councillors must be heard without interruption and all other councillors must, unless otherwise permitted under this code, remain silent while another councillor is speaking.
- 10.30 Once the debate on a matter has concluded and a matter has been dealt with, the chairperson must not allow further debate on the matter.

# 11 VOTING

# Voting entitlements of councillors

11.1 Each councillor is entitled to one (1) vote.

Note: Clause 11.1 reflects section 370(1) of the Act.

11.2 The person presiding at a meeting of the council has, in the event of an equality of votes, a second or casting vote.

Note: Clause 11.2 reflects section 370(2) of the Act.

- 11.3 Where the chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.
- 11.4 A motion at a meeting of the board of a joint organisation is taken to be lost in the event of an equality of votes.

# Voting at council meetings

- 11.5 A councillor who is present at a meeting of the council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.
- 11.6 If a councillor who has voted against a motion put at a council meeting so requests, the general manager must ensure that the councillor's dissenting vote is recorded in the council's minutes.
- 11.7 The decision of the chairperson as to the result of a vote is final, unless the decision is immediately challenged and not fewer than two (2) councillors rise and call for a division.
- 11.8 When a division on a motion is called, the chairperson must ensure that the division takes place immediately. The general manager must ensure that the names of those who vote for the motion and those who vote against it are recorded in the council's minutes for the meeting.
- 11.9 When a division on a motion is called, any councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 11.5 of this code.
- 11.10 Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, the council may resolve that the voting in any election by councillors for mayor or deputy mayor is to be by secret ballot.
- 11.11 All voting at council meetings, (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of councillors who voted for and against each motion or amendment, (including the use of the casting vote), being recorded.

Note: If clause 11.11 is adopted, clauses 11.6 – 11.9 and clause 11.13 may be omitted.

#### Voting on planning decisions

11.12 The general manager must keep a register containing, for each planning

decision made at a meeting of the council or a council committee (including, but not limited to a committee of the council), the names of the councillors who supported the decision and the names of any councillors who opposed (or are taken to have opposed) the decision.

- 11.13 For the purpose of maintaining the register, a division is taken to have been called whenever a motion for a planning decision is put at a meeting of the council or a council committee.
- 11.14 Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.
- 11.15 Clauses 11.12–11.14 apply also to meetings that are closed to the public.

Note: Clauses 11.12-11.15 reflect section 375A of the Act.

Note: The requirements of clause 11.12 may be satisfied by maintaining a register of the minutes of each planning decision.

#### 12 COMMITTEE OF THE WHOLE

12.1 The council may resolve itself into a committee to consider any matter before the council.

Note: Clause 12.1 reflects section 373 of the Act.

12.2 All the provisions of this code relating to meetings of the council, so far as they are applicable, extend to and govern the proceedings of the council when in committee of the whole, except the provisions limiting the number and duration of speeches.

Note: Clauses 10.20–10.30 limit the number and duration of speeches.

- 12.3 The general manager or, in the absence of the general manager, an employee of the council designated by the general manager, is responsible for reporting to the council the proceedings of the committee of the whole. It is not necessary to report the proceedings in full but any recommendations of the committee must be reported.
- 12.4 The council must ensure that a report of the proceedings (including any recommendations of the committee) is recorded in the council's minutes. However, the council is not taken to have adopted the report until a motion for adoption has been made and passed.

#### 13 DEALING WITH ITEMS BY EXCEPTION

- 13.1 The council or a committee of council may, at any time, resolve to adopt multiple items of business on the agenda together by way of a single resolution.
- 13.2 Before the council or committee resolves to adopt multiple items of business on the agenda together under clause 13.1, the chairperson must list the items

- of business to be adopted and ask councillors to identify any individual items of business listed by the chairperson that they intend to vote against the recommendation made in the business paper or that they wish to speak on.
- 13.3 The council or committee must not resolve to adopt any item of business under clause 13.1 that a councillor has identified as being one they intend to vote against the recommendation made in the business paper or to speak on.
- 13.4 Where the consideration of multiple items of business together under clause 13.1 involves a variation to the order of business for the meeting, the council or committee must resolve to alter the order of business in accordance with clause 8.3.
- 13.5 A motion to adopt multiple items of business together under clause 13.1 must identify each of the items of business to be adopted and state that they are to be adopted as recommended in the business paper.
- 13.6 Items of business adopted under clause 13.1 are to be taken to have been adopted unanimously.
- 13.7 Councillors must ensure that they declare and manage any conflicts of interest they may have in relation to items of business considered together under clause 13.1 in accordance with the requirements of the council's code of conduct.

#### 14 CLOSURE OF COUNCIL MEETINGS TO THE PUBLIC

# Grounds on which meetings can be closed to the public

- 14.1 The council or a committee of the council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:
  - (a) personnel matters concerning particular individuals (other than councillors).
  - (b) the personal hardship of any resident or ratepayer,
  - (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
  - (d) commercial information of a confidential nature that would, if disclosed:
    - (i) prejudice the commercial position of the person who supplied it, or
      - (ii) confer a commercial advantage on a competitor of the council, or
      - (iii) reveal a trade secret,
  - (e) information that would, if disclosed, prejudice the maintenance of law,
  - (f) matters affecting the security of the council, councillors, council staff or council property,
  - (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
  - (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land,
  - (i) alleged contraventions of the council's code of conduct.

# Note: Clause 14.1 reflects section 10A(1) and (2) of the Act.

14.2 The council or a committee of the council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

Note: Clause 14.2 reflects section 10A(3) of the Act.

# Matters to be considered when closing meetings to the public

- 14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:
  - (a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
  - (b) if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

# Note: Clause 14.3 reflects section 10B(1) of the Act.

- 14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:
  - (a) are substantial issues relating to a matter in which the council or committee is involved, and
  - (b) are clearly identified in the advice, and
  - (c) are fully discussed in that advice.

# Note: Clause 14.4 reflects section 10B(2) of the Act.

14.5 If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 14.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 14.1.

#### Note: Clause 14.5 reflects section 10B(3) of the Act.

- 14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:
  - (a) a person may misinterpret or misunderstand the discussion, or
  - (b) the discussion of the matter may:
    - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
    - (ii) cause a loss of confidence in the council or committee.

# Note: Clause 14.6 reflects section 10B(4) of the Act.

14.7 In deciding whether part of a meeting is to be closed to the public, the council or committee concerned must consider any relevant guidelines issued by the Chief Executive of the Office of Local Government.

Note: Clause 14.7 reflects section 10B(5) of the Act.

# Notice of likelihood of closure not required in urgent cases

- 14.8 Part of a meeting of the council, or of a committee of the council, may be closed to the public while the council or committee considers a matter that has not been identified in the agenda for the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed, but only if:
  - (a) it becomes apparent during the discussion of a particular matter that the matter is a matter referred to in clause 14.1, and
  - (b) the council or committee, after considering any representations made under clause 14.9, resolves that further discussion of the matter:
    - (i) should not be deferred (because of the urgency of the matter), and
    - (ii) should take place in a part of the meeting that is closed to the public.

Note: Clause 14.8 reflects section 10C of the Act.

# Representations by members of the public

14.9 The council, or a committee of the council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

Note: Clause 14.9 reflects section 10A(4) of the Act.

- 14.10 A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 14.11 Where the matter has been identified in the agenda of the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to the council in the approved form. Applications must be received by close of business, two (2) business days before the meeting at which the matter is to be considered.
- 14.12 The general manager (or their delegate) may refuse an application made under clause 14.11. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 14.13 No more than **three (3)** speakers are to be permitted to make representations under clause 14.9.
- 14.14 If more than the permitted number of speakers apply to make representations under clause 14.9, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to make representations to the council. If the speakers are not able to agree on whom to nominate to make representations under clause 14.9, the general manager

or their delegate is to determine who will make representations to the council.

- 14.15 The general manager (or their delegate) is to determine the order of speakers.
- 14.16 Where the council or a committee of the council proposes to close a meeting or part of a meeting to the public in circumstances where the matter has not been identified in the agenda for the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed to the public, the chairperson is to invite representations from the public under clause 14.9 after the motion to close the part of the meeting is moved and seconded. The chairperson is to permit no more than three (3) speakers to make representations in such order as determined by the chairperson.
- 14.17 Each speaker will be allowed **one (1)** minute to make representations, and this time limit is to be strictly enforced by the chairperson. Speakers must confine their representations to whether the meeting should be closed to the public. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.

#### Expulsion of non-councillors from meetings closed to the public

- 14.18 If a meeting or part of a meeting of the council or a committee of the council is closed to the public in accordance with section 10A of the Act and this code, any person who is not a councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act.
- 14.19 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary restrain that person from re-entering that place for the remainder of the meeting.

# Information to be disclosed in resolutions closing meetings to the public

- 14.20 The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:
  - (a) the relevant provision of section 10A(2) of the Act,
  - (b) the matter that is to be discussed during the closed part of the meeting,
  - (c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

Note: Clause 14.20 reflects section 10D of the Act.

# Resolutions passed at closed meetings to be made public

- 14.21 If the council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.
- 14.22 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the chairperson under clause 14.21 during a part of the meeting that is webcast.

#### 15 KEEPING ORDER AT MEETINGS

#### Points of order

- 15.1 A councillor may draw the attention of the chairperson to an alleged breach of this code by raising a point of order. A point of order does not require a seconder.
- 15.2 A point of order cannot be made with respect to adherence to the principles contained in clause 2.1.
- 15.3 A point of order must be taken immediately it is raised. The chairperson must suspend the business before the meeting and permit the councillor raising the point of order to state the provision of this code they believe has been breached. The chairperson must then rule on the point of order either by upholding it or by overruling it.

# Questions of order

- 15.4 The chairperson, without the intervention of any other councillor, may call any councillor to order whenever, in the opinion of the chairperson, it is necessary to do so.
- 15.5 A councillor who claims that another councillor has committed an act of disorder, or is out of order, may call the attention of the chairperson to the matter.
- 15.6 The chairperson must rule on a question of order immediately after it is raised but, before doing so, may invite the opinion of the council.
- 15.7 The chairperson's ruling must be obeyed unless a motion dissenting from the ruling is passed.

# Motions of dissent

15.8 A councillor can, without notice, move to dissent from a ruling of the chairperson on a point of order or a question of order. If that happens, the chairperson must suspend the business before the meeting until a decision is made on the motion of dissent.

- 15.9 If a motion of dissent is passed, the chairperson must proceed with the suspended business as though the ruling dissented from had not been given. If, as a result of the ruling, any motion or business has been rejected as out of order, the chairperson must restore the motion or business to the agenda and proceed with it in due course.
- 15.10 Despite any other provision of this code, only the mover of a motion of dissent and the chairperson can speak to the motion before it is put. The mover of the motion does not have a right of general reply.

## Acts of disorder

- 15.11 A councillor commits an act of disorder if the councillor, at a meeting of the council or a committee of the council:
  - (a) contravenes the Act or any regulation in force under the Act or this code, or
  - (b) assaults or threatens to assault another councillor or person present at the meeting, or
  - (c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the council or the committee, or addresses or attempts to address the council or the committee on such a motion, amendment or matter, or
  - insults or makes personal reflections on or imputes improper motives to any other council official, or alleges a breach of the council's code of conduct, or
  - (e) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the council or the committee into disrepute.
- 15.12 The chairperson may require a councillor:
  - (a) to apologise without reservation for an act of disorder referred to in clauses 15.11(a) or (b), or
  - (b) to withdraw a motion or an amendment referred to in clause 15.11(c) and, where appropriate, to apologise without reservation, or
  - (c) to retract and apologise without reservation for an act of disorder referred to in clauses 15.11(d) and (e).

# How disorder at a meeting may be dealt with

15.13 If disorder occurs at a meeting of the council, the chairperson may adjourn the meeting for a period of not more than fifteen (15) minutes and leave the chair. The council, on reassembling, must, on a question put from the chairperson, decide without debate whether the business is to be proceeded with or not. This clause applies to disorder arising from the conduct of members of the public as well as disorder arising from the conduct of councillors.

# Expulsion from meetings

15.14 All chairpersons of meetings of the council and committees of the council are authorised under this code to expel any person, including any councillor, from a council or committee meeting, for the purposes of section 10(2)(b) of the Act.

15.15 All chairpersons of meetings of the council and committees of the council are authorised under this code to expel any person other than a councillor, from a council or committee meeting, for the purposes of section 10(2)(b) of the Act. Councillors may only be expelled by resolution of the council or the committee of the council.

Note: Councils may use either clause 15.14 or clause 15.15.

Note: If adopted, clauses 15.14 and 15.15 confer a standing authorisation on all chairpersons of meetings of the council and committees of the council to expel persons from meetings. If adopted, clause 15.14 authorises chairpersons to expel any person, including a councillor, from a council or committee meeting. Alternatively, if adopted, clause 15.15 authorises chairpersons to expel persons other than councillors from a council or committee meeting.

- 15.16 Clause 15.15 does not limit the ability of the council or a committee of the council to resolve to expel a person, including a councillor, from a council or committee meeting, under section 10(2)(a) of the Act.
- 15.17 A councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for having failed to comply with a requirement under clause 15.12. The expulsion of a councillor from the meeting for that reason does not prevent any other action from being taken against the councillor for the act of disorder concerned.
- 15.18 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for engaging in or having engaged in disorderly conduct at the meeting.
- 15.19 Where a councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.
- 15.20 If a councillor or a member of the public fails to leave the place where a meeting of the council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the councillor or member of the public from that place and, if necessary, restrain the councillor or member of the public from re-entering that place for the remainder of the meeting.

#### Use of mobile phones and the unauthorised recording of meetings

- 15.21 Councillors, council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the council and committees of the council.
- 15.22 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of the council or a committee of the council without the prior authorisation of the council or the committee.

- 15.23 Any person who contravenes or attempts to contravene clause 15.22, may be expelled from the meeting as provided for under section 10(2) of the Act.
- 15.24 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

### 16 CONFLICTS OF INTEREST

All councillors and, where applicable, all other persons, must declare and manage any conflicts of interest they may have in matters being considered at meetings of the council and committees of the council in accordance with the council's code of conduct. All declarations of conflicts of interest and how the conflict of interest was managed by the person who made the declaration must be recorded in the minutes of the meeting at which the declaration was made.

### 17 DECISIONS OF THE COUNCIL

### Council decisions

17.1 A decision supported by a majority of the votes at a meeting of the council at which a quorum is present is a decision of the council.

Note: Clause 17.1 reflects section 371 of the Act in the case of councils and section 400T(8) in the case of joint organisations.

17.2 Decisions made by the council must be accurately recorded in the minutes of the meeting at which the decision is made.

## Rescinding or altering council decisions

17.3 A resolution passed by the council may not be altered or rescinded except by a motion to that effect of which notice has been given under clause 3.10.

Note: Clause 17.3 reflects section 372(1) of the Act.

17.4 If a notice of motion to rescind a resolution is given at the meeting at which the resolution is carried, the resolution must not be carried into effect until the motion of rescission has been dealt with.

Note: Clause 17.4 reflects section 372(2) of the Act.

17.5 If a motion has been lost, a motion having the same effect must not be considered unless notice of it has been duly given in accordance with clause 3.10.

Note: Clause 17.5 reflects section 372(3) of the Act.

17.6 A notice of motion to alter or rescind a resolution, and a notice of motion which

has the same effect as a motion which has been lost, must be signed by three (3) councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost.

Note: Clause 17.6 reflects section 372(4) of the Act.

17.7 If a motion to alter or rescind a resolution has been lost, or if a motion which has the same effect as a previously lost motion is lost, no similar motion may be brought forward within three (3) months of the meeting at which it was lost. This clause may not be evaded by substituting a motion differently worded, but in principle the same.

Note: Clause 17.7 reflects section 372(5) of the Act.

17.8 The provisions of clauses 17.5–17.7 concerning lost motions do not apply to motions of adjournment.

Note: Clause 17.8 reflects section 372(7) of the Act.

- 17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.11 with the consent of all signatories to the notice of motion.
- 17.10 A notice of motion to alter or rescind a resolution relating to a development application must be submitted to the general manager no later **than the close of business on the second business day after** the meeting at which the resolution was adopted.
- 17.11 A motion to alter or rescind a resolution of the council may be moved on the report of a committee of the council and any such report must be recorded in the minutes of the meeting of the council.

Note: Clause 17.11 reflects section 372(6) of the Act.

- 17.12 Subject to clause 17.7, in cases of urgency, a motion to alter or rescind a resolution of the council may be moved at the same meeting at which the resolution was adopted, where:
  - (a) a notice of motion signed by three councillors is submitted to the chairperson, and
  - (b) a motion to have the motion considered at the meeting is passed, and
  - (c) the chairperson rules the business that is the subject of the motion is of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 17.13 A motion moved under clause 17.12(b) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.12(b) can speak to the motion before it is put.
- 17.14 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.12(c).

### Recommitting resolutions to correct an error

- 17.15 Despite the provisions of this Part, a councillor may, with the leave of the chairperson, move to recommit a resolution adopted at the same meeting:
  - (a) to correct any error, ambiguity or imprecision in the council's resolution, or
  - (b) to confirm the voting on the resolution.
- 17.16 In seeking the leave of the chairperson to move to recommit a resolution for the purposes of clause 17.15(a), the councillor is to propose alternative wording for the resolution.
- 17.17 The chairperson must not grant leave to recommit a resolution for the purposes of clause 17.15(a), unless they are satisfied that the proposed alternative wording of the resolution would not alter the substance of the resolution previously adopted at the meeting.
- 17.18 A motion moved under clause 17.15 can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.15 can speak to the motion before it is put.
- 17.19 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.15.
- 17.20 A motion moved under clause 17.15 with the leave of the chairperson cannot be voted on unless or until it has been seconded.

### 18 TIME LIMITS ON COUNCIL MEETINGS

- 18.1 Meetings of the council and committees of the council are to conclude no later than **11pm**.
- 18.2 If the business of the meeting is unfinished at **11pm** the council or the committee may, by resolution, extend the time of the meeting.
- 18.3 If the business of the meeting is unfinished at **11pm** and the council does not resolve to extend the meeting, the chairperson must either:
  - (a) defer consideration of the remaining items of business on the agenda to the next ordinary meeting of the council, or
  - (b) adjourn the meeting to a time, date and place fixed by the chairperson.
- 18.4 Clause 18.3 does not limit the ability of the council or a committee of the council to resolve to adjourn a meeting at any time. The resolution adjourning the meeting must fix the time, date and place that the meeting is to be adjourned to
- 18.5 Where a meeting is adjourned under clause 18.3 or 18.4, the general manager must:
  - (a) individually notify each councillor of the time, date and place at which the meeting will reconvene, and

(b) publish the time, date and place at which the meeting will reconvene on the council's website and in such other manner that the general manager is satisfied is likely to bring notice of the time, date and place of the reconvened meeting to the attention of as many people as possible.

#### 19 AFTER THE MEETING

### Minutes of meetings

19.1 The council is to keep full and accurate minutes of the proceedings of meetings of the council.

Note: Clause 19.1 reflects section 375(1) of the Act.

- 19.2 At a minimum, the general manager must ensure that the following matters are recorded in the council's minutes:
  - (a) details of each motion moved at a council meeting and of any amendments moved to it.
  - (b) the names of the mover and seconder of the motion or amendment,
  - (c) whether the motion or amendment was passed or lost, and
  - (d) such other matters specifically required under this code.
  - (e) details of a Point of Order raised at a council meeting. (to be read in conjunction with clauses 15.1-15.7)
- 19.3 The minutes of a council meeting must be confirmed at a subsequent meeting of the council.

Note: Clause 19.3 reflects section 375(2) of the Act.

- 19.4 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 19.5 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.

Note: Clause 19.5 reflects section 375(2) of the Act.

- 19.6 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 19.7 The confirmed minutes of a council meeting must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of its meetings on its website prior to their confirmation.

Access to correspondence and reports laid on the table at, or submitted to, a meeting

19.8 The council and committees of the council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting.

Note: Clause 19.8 reflects section 11(1) of the Act.

19.9 Clause 19.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public.

Note: Clause 19.9 reflects section 11(2) of the Act.

19.10 Clause 19.8 does not apply if the council or the committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act.

Note: Clause 19.10 reflects section 11(3) of the Act.

19.11 Correspondence or reports to which clauses 19.9 and 19.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

#### Implementation of decisions of the council

19.12 The general manager is to implement, without undue delay, lawful decisions of the council.

Note: Clause 19.12 reflects section 335(b) of the Act.

#### 20 COUNCIL COMMITTEES

### Application of this Part

20.1 This Part only applies to committees of the council whose members are all councillors.

# Council committees whose members are all councillors

- 20.2 The council may, by resolution, establish such committees as it considers necessary.
- 20.3 A committee of the council is to consist of the mayor and such other councillors as are elected by the councillors or appointed by the council.
- 20.4 The quorum for a meeting of a committee of the council is to be:
  - (a) such number of members as the council decides, or
  - (b) if the council has not decided a number a majority of the members of the committee.

# Functions of committees

20.5 The council must specify the functions of each of its committees when the committee is established, but may from time to time amend those functions.

### Notice of committee meetings

- 20.6 The general manager must send to each councillor, regardless of whether they are a committee member, at least three (3) days before each meeting of the committee, a notice specifying:
  - (a) the time, date and place of the meeting, and
  - (b) the business proposed to be considered at the meeting.
- 20.7 Notice of less than three (3) days may be given of a committee meeting called in an emergency.

## Attendance at committee meetings

- 20.8 A committee member (other than the mayor) ceases to be a member of a committee if the committee member:
  - (a) has been absent from three (3) consecutive meetings of the committee without having given reasons acceptable to the committee for the member's absences, or
  - (b) has been absent from at least half of the meetings of the committee held during the immediately preceding year without having given to the committee acceptable reasons for the member's absences.
- 20.9 Clause 20.8 does not apply if all of the members of the council are members of the committee.

### Non-members entitled to attend committee meetings

- 20.10 A councillor who is not a member of a committee of the council is entitled to attend, and to speak at a meeting of the committee. However, the councillor is not entitled:
  - (a) to give notice of business for inclusion in the agenda for the meeting, or
  - (b) to move or second a motion at the meeting, or
  - (c) to vote at the meeting.

### Chairperson and deputy chairperson of council committees

- 20.11 The chairperson of each committee of the council must be:
  - (a) the mayor, or
  - (b) if the mayor does not wish to be the chairperson of a committee, a member of the committee elected by the council, or
  - (c) if the council does not elect such a member, a member of the committee elected by the committee.
- 20.12 The council may elect a member of a committee of the council as deputy chairperson of the committee. If the council does not elect a deputy chairperson of such a committee, the committee may elect a deputy chairperson.
- 20.13 If neither the chairperson nor the deputy chairperson of a committee of the

- council is able or willing to preside at a meeting of the committee, the committee must elect a member of the committee to be acting chairperson of the committee.
- 20.14 The chairperson is to preside at a meeting of a committee of the council. If the chairperson is unable or unwilling to preside, the deputy chairperson (if any) is to preside at the meeting, but if neither the chairperson nor the deputy chairperson is able or willing to preside, the acting chairperson is to preside at the meeting.

## Procedure in committee meetings

- 20.15 Subject to any specific requirements of this code, each committee of the council may regulate its own procedure. The provisions of this code are to be taken to apply to all committees of the council unless the council or the committee determines otherwise in accordance with this clause.
- 20.16 Whenever the voting on a motion put to a meeting of the committee is equal, the chairperson of the committee is to have a casting vote as well as an original vote unless the council or the committee determines otherwise in accordance with clause 20.15.
- 20.17 A motion at a committee of a joint organisation is taken to be lost in the event of an equality of votes.
- Note: Clause 20.17 reflects clause 397E of the Regulation. Joint organisations <u>must</u> adopt clause 20.17 and omit clause 20.16. Councils must not adopt clause 20.17.
- 20.18 Voting at a council committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

# Closure of committee meetings to the public

- 20.19 The provisions of the Act and Part 14 of this code apply to the closure of meetings of committees of the council to the public in the same way they apply to the closure of meetings of the council to the public.
- 20.20 If a committee of the council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the chairperson must make the resolution or recommendation public as soon as practicable after the meeting or part of the meeting has ended, and report the resolution or recommendation to the next meeting of the council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.
- 20.21 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the chairperson under clause 20.20 during a part of the meeting that is webcast.

### Disorder in committee meetings

20.22 The provisions of the Act and this code relating to the maintenance of order in council meetings apply to meetings of committees of the council in the same way as they apply to meetings of the council.

## Minutes of council committee meetings

- 20.23 Each committee of the council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a committee must ensure that the following matters are recorded in the committee's minutes:
  - (a) details of each motion moved at a meeting and of any amendments moved to it,
  - (b) the names of the mover and seconder of the motion or amendment,
  - (c) whether the motion or amendment was passed or lost, and
  - (d) such other matters specifically required under this code.
- 20.24 All voting at meetings of committees of the council (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of councillors who voted for and against each motion or amendment, (including the use of the casting vote), being recorded.
- 20.25 The minutes of meetings of each committee of the council must be confirmed at a subsequent meeting of the committee.
- 20.26 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 20.27 When the minutes have been confirmed, they are to be signed by the person presiding at that subsequent meeting.
- 20.28 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 20.29 The confirmed minutes of a meeting of a committee of the council must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of meetings of committees of the council on its website prior to their confirmation.

### 21 IRREGULARITES

- 21.1 Proceedings at a meeting of a council or a council committee are not invalidated because of:
  - (a) a vacancy in a civic office, or
  - (b) a failure to give notice of the meeting to any councillor or committee member, or
  - (c) any defect in the election or appointment of a councillor or committee member, or
  - (d) a failure of a councillor or a committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on,

the relevant matter, at a council or committee meeting in accordance with the council's code of conduct, or

(e) a failure to comply with this code.

Note: Clause 21.1 reflects section 374 of the Act.

# 22 COUNCIL SEAL (WSC Provision)

Note: This section has been inserted by Wentworth Shire Council and follows the provisions contained within section 400 of the Local Government (General) Regulation 2005

- 22.1 Council's seal will be used only for documents that relate to the business of council, and without limiting the use of the seal, will normally only include specifically:
  - a) the exercise by Council of its functions in relation to the purchase, exchange, leasing, disposal of, and otherwise dealing with, real property, or
  - b) executing a contract of employment for the General Manager, or
  - c) completing agreements or contracts from state or federal government departments where they have requested the agreements or contracts be under seal, or
  - d) entering into planning agreements.
- 22.2 Council's seal will not be used for documents such as references or certificates of service for Council employees.
- 22.3 The seal of a council must be kept by the mayor or the general manager, as the council determines. To this end, in December 2012 Council resolved that the seal be held by the Mayor, under lock and key, in the Mayoral Chamber.
- 22.4 The seal of a council may be affixed to a document only in the presence of:
  - a) the mayor and the general manager, or
  - b) at least one councillor (other than the mayor) and the general manager, or
  - c) the mayor and at least one other councillor, or
  - d) at least 2 councillors other than the mayor.
- 22.5 The affixing of a council seal to a document has no effect unless the persons who were present when the seal was affixed (being persons referred to in subclause (2)) attest by their signatures that the seal was affixed in their presence.
- 22.6 The seal of a council must not be affixed to a document unless the document relates to the business of the council and the council has resolved (by resolution specifically referring to the document) that the seal be so affixed.

# 23 DEFINITIONS

the Act	means the Local Government Act 1993
act of disorder	means an act of disorder as defined in clause
	15.11 of this code
amendment	in relation to an original motion, means a motion
	moving an amendment to that motion
audio recorder	any device capable of recording speech
business day	means any day except Saturday or Sunday or any
	other day the whole or part of which is observed
	as a public holiday throughout New South Wales
chairperson	in relation to a meeting of the council – means the
	person presiding at the meeting as provided by
	section 369 of the Act and clauses 6.1 and 6.2 of
	this code, and
	in relation to a meeting of a committee – means
	the person presiding at the meeting as provided
	by clause 20.11 of this code
this code	means the council's adopted code of meeting
	practice
committee of the	means a committee established by the council in
council	accordance with clause 20.2 of this code (being a
	committee consisting only of councillors) or the council when it has resolved itself into committee
	of the whole under clause 12.1
council official	has the same meaning it has in the Model Code
Council official	of Conduct for Local Councils in NSW
day	means calendar day
division	means a request by two councillors under clause
division	illeans a request by two councilors under clause
1	
	11.7 of this code requiring the recording of the
	11.7 of this code requiring the recording of the names of the councillors who voted both for and
foreshadowed	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion
foreshadowed amendment	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by
foreshadowed amendment	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during
amendment	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment
	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor
amendment	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on
amendment	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion
amendment foreshadowed motion	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on
amendment foreshadowed motion open voting	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion  means voting on the voices or by a show of hands or by a visible electronic voting system or similar means
amendment foreshadowed motion	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion  means voting on the voices or by a show of hands or by a visible electronic voting system or similar means  means a decision made in the exercise of a
amendment foreshadowed motion open voting	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion  means voting on the voices or by a show of hands or by a visible electronic voting system or similar means  means a decision made in the exercise of a function of a council under the Environmental
amendment foreshadowed motion open voting	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion  means voting on the voices or by a show of hands or by a visible electronic voting system or similar means  means a decision made in the exercise of a function of a council under the Environmental Planning and Assessment Act 1979 including any
amendment foreshadowed motion open voting	11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion  means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment  means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion  means voting on the voices or by a show of hands or by a visible electronic voting system or similar means  means a decision made in the exercise of a function of a council under the <i>Environmental Planning and Assessment Act 1979</i> including any decision relating to a development application, an
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quorum	means the minimum number of councillors or committee members necessary to conduct a meeting
the Regulation	means the Local Government (General) Regulation 2005
webcast	a video or audio broadcast of a meeting transmitted across the internet either concurrently with the meeting or at a later time
year	means the period beginning 1 July and ending the following 30 June

# 24 TABLE OF WSC AMENDMENTS

This table provides a summary of the clauses from the Model Code of Conduct that have been amended by resolution of Wentworth Shire Council.

Clause	Clause Provision WSC amendment		Date adopted	
3.1	Timing of ordinary council	Removed. Clause 3.2 used as the	17/04/19	
	meetings	alternate provision.		
3.10	Giving notice of business to be considered at council meetings	Inserted seven (7) business days.	17/04/19	
3.12	Giving notice of business to be considered at council meetings	Retained non-mandatory provision –general manager may prepare a report at which the notice of motion is to be considered.	17/04/19	
3.13	Giving notice of business to be considered at council meetings	Removed non-mandatory provision	17/04/19	
3.32 - 3.37	Pre-meeting briefing sessions	Retained all non-mandatory provisions	17/04/19	
4.1 & 4.2	Public Forums	Retained non-mandatory provisions	17/04/19	
4.3	Public Forums	Amended non-mandatory provision. Application to speak at a public forum to be made via email and must be received by the close of business 2 business days before the date on which the public forum is to be held.	17/04/19	
4.4	Public Forums	Amended non-mandatory provision. Person may apply to speak on no more than two (2)	17/04/19	
4.7	Public Forums	Amended non-mandatory provision.  No more than three (3) speakers permitted to speak for or against each item of business.	17/04/19	
4.10	Public Forums	Amended non-mandatory provision. Written, visual or audio material to be presented, and identified equipment is to be supplied no more than two (2) business days before the public forum.	17/04/19	
4.12	Public Forums	Amended non-mandatory provision. Each speaker will be allowed three (3) minutes to address the Council.	17/04/19	
4.15	Public Forums	Amended non-mandatory provision. Answers by the speaker, to each question asked are to be limited to one (1) minute	17/04/19	

Clause	Clause Provision WSC amendment  4.17 Public Forums Amended non-mandatory provision. The general manager, or their nominee may address council for up to five (5) minutes in response to an address at a public forum, after the address and any subsequent questions have been finalised.			
4.17				
Note 2	Public Forums	New provision by WSC. When a public forum is required to be held prior to a council meeting, the council meeting will be opened by the mayor at the advertised time, and then immediately adjourned for an allotted time for the purpose of conducting the public forum.	17/04/19	
Note 3	Public Forums	New provision by WSC. A record will be kept within the council minutes detailing the adjournment of the meeting, the names of those who addressed Council, and whether they spoke "for" or "against" the item of business. Additionally the record will detail any conflicts of interest declared by councillors as per clause 4.23.	17/04/19	
5.3	Numbered provision for Joint Organisation.	Struck-through does not apply to Council	17/04/19	
5.5		Additional WSC Provision 5.5a Requests as outlined in 5.5 can be made either in writing or via email, and must be received by the general manager at least four (4) hours prior to the commencement of the Ordinary Council meeting. A copy of the request is to be tabled by the general manager at the meeting. 5.5b Requests for Leave of Absence cannot be made by one councillor on behalf of another.	17/04/19	
5.14	Lack of quorum evident prior to commencement	Retained non-mandatory provision. Amended to include localised civil unrest.	17/04/19	
5.18	Entitlement to attend council meetings	Non-mandatory note at the end of 5.18 moved to section 15.	17/04/19	
5.19	Note for Joint Organisation.	Removed	17/04/19	

Clause	Clause Provision WSC amendment			
5.19a	Webcasting of meetings	WSC supplementary provision Webcasting via audio recording	<b>adopted</b> 17/04/19	
5.19b	Webcasting of meetings	WSC supplementary provision Recordings uploaded to website by 5pm the following business day.	17/04/19	
5.22	Webcasting of meetings – retain recordings on website	Inserted two (2) months	17/04/19	
7.1 – 7.4	Modes of Address	Retained non-mandatory provisions	17/04/19	
8.1	Order of business	Removed non-mandatory provision	17/04/19	
8.2	Order of business	Amended non-mandatory provision and adapted the provision to suit WSC requirements.	17/04/19	
		Additional WSC Provision 8.2a The chairperson will determine whether to deliver a Prayer of Acknowledgement of Country.	17/04/19	
9.10	Mayoral Minute	Amended non-mandatory provision.  Mayoral Motion should, as far as reasonably practicable, identify the source of funding. If it does not the council may defer consideration	17/04/19	
10.1	Minutes of meetings	Additional WSC provision (to be read in conjunction with clause 10.11) 10.1a Recommendations made in a staff report become a motion (and can then be debated) when the recommendation is both moved and seconded. 10.1b Alternatively, a staff report can be opened for debate when a councillor puts forward a lawful motion and that motion is seconded.	17/04/19	
10.9	Motions requiring expenditure of funds	Amended non-mandatory provision should, as far as reasonably practicable, identify the source of funding. If it does not the council may defer consideration	17/04/19	
11.4	Numbered provision for Joint Organisation.	Struck-through does not apply to Council	17/04/19	
11.11	Voting at council meetings	Removed non-mandatory provision.	17/04/19	
14.11	Representations by members of the public to closed meetings	Inserted, close of business two (2) business days	17/04/19	

Clause	Provision	WSC amendment	Date adopted	
14.13	Representations by members of the public as to closed meetings	Inserted, no more than three (3) speakers	17/04/19	
14.16	Representations by members of the public as to closed meetings	Inserted, no more than three (3) speakers	17/04/19	
14.17	Representations by members of the public as to closed meetings	Inserted, one (1) minute	17/04/19	
15.13	Expulsion from meetings	Removed non-mandatory alternate provision.	17/04/19	
15.15	Expulsion from meetings	Retained non-mandatory alternate. Expulsion of a councillor by resolution of the councillor or the committee of the council.	17/04/19	
15.16	Expulsion from meetings	Retained non-mandatory provision.	17/04/19	
17.10	Rescinding or altering council resolutions relating to a development application.	Amended non-mandatory provision to be the close of business on the second business day after the meeting.	17/04/19	
17.12 – 17.14	Alter or rescind motions	Non-mandatory provisions retained	17/04/19	
17.15-17.20	Recommitting resolutions	Non-mandatory provisions retained	17/04/19	
18.1	Time limits on council meetings	Amended non-mandatory provision to conclude non later than 11.00pm	17/04/19	
18.2	Time limits on council meetings	Amended non-mandatory provision to 11.00pm	17/04/19	
18.3	Time limits on council meetings	Amended non-mandatory provision to 11.00pm	17/04/19	
19.2	Minutes of meetings	Additional WSC provision (to be read in conjunction with clauses 15.1-15.7) 19.2(e) details of a Point of Order raised at a council meeting.	17/04/19	
20.17	Numbered provision for Joint Organisation	Struck-through does not apply to Council	17/04/19	
20.24	Minutes of council committee meetings	Removed non-mandatory provision	17/04/19	
22	Council Seal	Additional provisions included by WSC	17/04/19	
22.1 & 22.2	Council Seal	Provision added to define when the Council Seal is to be used	17/04/19	
22.3	Keeping of the Seal	Provision added – seal to be held by the mayor, under lock and key, in the mayoral chamber.	17/04/19	

Clause	Provision	WSC amendment	Date
			adopted
22.4 – 22.7	Affixing of the Seal	Provisions added – as per the Act and	17/04/19
		Regulations.	

# **CONTAMINATED LAND MANAGEMENT POLICY**

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### CONTAMINATED LAND MANAGEMENT POLICY

# **PRELIMINARY**

### P.1 Title of the Policy

This Policy ("the Policy") is called the Contaminated Land Management Policy

### P.2 What is the purpose of the Policy?

The purpose of this Policy is to provide a framework for Council to appropriately manage land contamination through the land use planning process, and in doing so, ensure Council acts in "good faith" with its legislative obligations.

This policy sets out the preferred practice of Council employees in relation to

- Identifying, evaluating and managing Contaminated Land through the land use planning process
- b. Recording, managing and disclosing Contaminated Land information
- c. Reporting contamination to the NSW Environment Protection Authority (EPA)
- d. Preventing or minimising the potential for contamination

It is not the intent of this Policy that an act or omission of any Council employee shall be called into question or held to be invalid on the grounds of failure to comply with this Policy.

## P.3 Review of the Policy

The Policy will be reviewed every four years from the date of commencement.

### P.4 What are the objectives of the Policy?

The objectives of this Policy are to:

- a) Ensure that changes in land use will not increase the risk to human health or the environment
- b) Consider the likelihood of land contamination as early as possible in the planning and development control process
- c) Link decisions about the development of land with the information available about possible contamination
- d) Avoid inappropriate restrictions on land use arising from contamination

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### CONTAMINATED LAND MANAGEMENT POLICY

- e) Provide information to support decision making, and
- f) Provide the community with relevant information as it relates to land contamination

### P.5 Policy commencement date

The Policy was adopted by Council on (Insert Date) and came into operation on the next business day.

# P.6 Where the Policy applies

The Policy applies to all land within the Wentworth Shire Local Government Area. This Policy applies to the management of contaminated or potentially contaminated land through the land use planning process including listed and draft Environmental heritage items, or items that have Aboriginal/ Archaeological heritage significance, and is a land-based policy only.

### P.8 When will the policy be revoked?

In accordance with Section 165(4) of the Local Government Act 1993, the Policy is automatically revoked at the expiration of 12 months after the declaration of the poll for a general election of Council, unless Council revokes the Policy sooner.

#### P.9 Definitions

See Policy Statement No. 5 - Policy Definitions

# P.10 Explanations of notes in the text

The notes in text boxes are explanatory notes and do not form part of the Policy.

The notes are provided to assist with the understanding of the Policy.

#### P.11 Other relevant documents

The following documents are related to the Policy:

- State Environmental Planning Policy No. 55 Remediation of Land
- Contaminated Land Management Act 1997
- Contaminated Land Management Regulation 2013
- Environmental Planning and Assessment Act 1979
- Environmental Planning and Assessment Regulation 2000
- Government Information (Public Access) Act 2009
- Local Government Act 1993

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### CONTAMINATED LAND MANAGEMENT POLICY

- Local Government (General) Regulation 2005
- Wentworth Local Environmental Plan 2011
- National Environment Protection (Assessment of Site Contamination) Measure 1999, amended in 2013

# **Policy Overview**

This Policy forms the basis for the management of land, which is either contaminated or potentially contaminated, within the Wentworth Shire

The management of contaminated land is a shared responsibility between the EPA, NSW Planning and Environment (DPE), and Council - in very broad terms:

- the EPA, which uses its powers under the *Contaminated Land Management Act* (1997) to deal with site contamination that is significant enough to warrant regulation under the Act given the site's current or approved use
- local councils who deal with other contamination under the planning and development framework, including SEPP55 and the SEPP55 Guidelines, on sites which, though contaminated, do not pose an unacceptable risk under their current or approved use. In these cases, the planning and development process determines what remediation is needed to make the land suitable for a different use.

Under the provisions of this policy, Council has developed a framework to manage contaminated or potentially contaminated land within the City in accordance with the EP& A Act and SEPP55. Note - Schedule 6 of the EP& A Act provides that, planning authorities that act substantially in accordance with SEPP55 and related guidelines, are taken to have acted in good faith when carrying out planning functions.

# Policy Statement No. 1 - General

Council shall not approve a Development Application or support a Planning proposal unless it is satisfied on the basis of information available to it, under this Policy that:

- 1. Contamination has been considered
- 2. If the land is contaminated, that the land is suitable in its contaminated state (or will be suitable following remediation) for all intended uses under the approval or proposal; or
- If the land is contaminated, that conditions can be placed in planning instruments or on development consents and approvals under Part IV of the EP&A Act that will ensure any Contaminated Land can be remediated to a level appropriate to its intended use, prior to, or during the development stage.

Council will develop and maintain a Contaminated Land Information System to facilitate compliance with statutory obligations, support its planning functions, and provide relevant and

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### CONTAMINATED LAND MANAGEMENT POLICY

accurate information on Contaminated Land to the community in accordance with the Government Information (Public Access) Act 2009 NSW (GIPA Act).

Council requires all Contaminated Land reports provided, exempt Council from any claim for copyright that may restrict Council's ability to provide information to the public in accordance with the GIPA Act and the Contaminated Land Management Act 1997 (NSW) (CLM Act)

# Policy Statement No. 2 – Section 10.7 Planning Certificates

Section 10.7(2) Planning Certificates issued by Council are to:

- Contain information on matters prescribed under section 59(2) of the CLM Act that are relevant to the property – see Policy Statement No. 3.
- Identify whether or not any adopted policy of Council or any other public authority restricts
  the development of the land (the subject of the certificate) because of the likelihood of any
  risk of contamination
- 3. Provide notations on the certificates as per Policy Statement No. 3 below.

Following the establishment of Council's Contaminated Land Information System, section 10.7(5) Planning Certificates issued by Council are to provide information that is provided to councils by the EPA in accordance with section 58 of the CLM Act, which is not already included in a Section 10.7(2) Planning Certificate.

Following the establishment of Council's Contaminated Land Information System, If Council is aware that a site has been notified to the EPA under section 60 of the CLM Act, but is currently in various stages of being reviewed by the EPA to assess if the contamination is significant enough to warrant regulation, it will provide information to this effect on the Section 10.7(5) Planning Certificate.

Once Council has a Contaminated Land Information System in place, the following additional information included in the system will be provided on Section 10.7(5) Planning Certificates:

- 4. Contamination category
- 5. Any activities listed in Table 1 of the Planning Guidelines that Council records show have occurred on the land
- 6. Any information to Council's knowledge, that indicates the property may be affected by emerging contaminants or contaminating activities of concern
- 7. References to any site investigations included in the register
- 8. Any notification of remediation

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# CONTAMINATED LAND MANAGEMENT POLICY

# Policy Statement No.3 – Notations for Section 10.7 Certificates

The following notations will be provided on Section 10.7(2) Planning Certificates:

 Notations advising of matters included under Section 59(2) of the Contaminated Land Management Act as specified under Schedule 4 of the Environmental Planning & Assessment Regulation 2000 (EP&A Reg).

Where Council records identify:	Notation to be included on 10.7(2) Certificate		
That the property is declared as significantly contaminated under the CLM Act (as at date certificate issued)	The land or part of the land is declared to be significantly contaminated land under Part 3 of the Contaminated Lar Management Act 1997 at the date of issue of the certificate		
That the property is subject to a management order under the CLM Act (as at date certificate issued)	The land or part of the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate		
That the property is subject to an approved voluntary management proposal	The land or part of the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate		
That the property in question is subject to an ongoing maintenance order under the CLM Act (as at date certificate issued)	The land or part of the land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate		
That a site audit statement has been provided to Council at any time	The land or part of the land has been the subject of a site audit statement provided to Wentworth Shire Council		

- 2. Notations advising that Council has adopted a Policy that restricts the development of the land due to potential contamination
- The policy will be listed under Clause 7 council and other public authority policies on hazard risk restrictions of the EP&A Reg as a council policy, which restricts the development of the land because of the likelihood of a contaminated land risk.

Where Council	Notation to be included on 10.7(2) Certificate
records identify:	

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### CONTAMINATED LAND MANAGEMENT POLICY

That a potentially contaminating activity may have previously occurred or is currently occurring on the property; however no further information is available.

"Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- · are considered to be contaminated; or
- · which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.
   Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted".

# Policy Statement No. 4 – Contaminated Land Reports

Contaminated Land reports are to be prepared, or reviewed and approved by an appropriately qualified and certified environmental consultant (for any reports submitted from date of Policy adoption and onwards). Currently, the certification schemes recognised by the NSW EPA and the Council are (noting other schemes may become recognised):

- 1. Site Contamination Practitioners Australia (SCPA) scheme
- 2. Environment Institute of Australia and New Zealand's (EIANZ) Contaminated Land Assessment Specialist Certified Environmental Practitioner (CLA Specialist CEnvP) scheme
- 3. Soil Science Australia (SSA) Certified Professional Soil Scientist Contaminated Site Assessment and Management (CPSS CSAM) certification
- A. All investigations and accompanying reports provided to Council are to be completed in accordance with EPA prepared and adopted guidelines.
- B. All Contaminated Land reports provided to Council are required to include a summary report synthesising key findings and recommendations.
- C. An initial evaluation is to be completed by Council for all land use planning applications
- D. A preliminary site investigation is required when an Initial Evaluation identifies that contamination is, or may be present on the site, or if potential or actual contamination on an adjacent area has the potential to migrate to the site.

## Part A - Detailed Site Investigations

A Detailed Site Investigation is required:

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### CONTAMINATED LAND MANAGEMENT POLICY

- i. Where the Preliminary Site Investigation indicates that the land is, or may be contaminated
- ii. When the site is, or was, formally used for an activity listed in Table 1 of the SEPP 55 Planning Guidelines (see page 12 of that document), or other potentially contaminating activities known to Council, and a land use change is proposed that has the potential to increase the risk of exposure to contamination;
- iii. To accompany a remediation proposal or notification

#### Part B - Remedial Action Plans

A Remedial Action Plan is required where the Detailed Site Investigation identifies that remediation or management is needed to render the site suitable for its intended land use.

A Remedial Action Plan (and accompanying investigation reports) must accompany the Planning Application where development consent is required for remediation.

A Remedial Action Plan (and accompanying investigation reports) must accompany any notification to Council for proposed Category 2 Remediation work.

The Notice of Completion provided to Council for any Category 2 remediation works is to include the Validation Report.

A Validation Report (including monitoring results where applicable) is required to validate the completion and effectiveness of all remediation works for which consent has been provided by Council (i.e. Category 1 Remediation Works).

An on-going Environmental Management Plan is required to be provided to Council and implemented where contamination remains on site, and there is uncertainty as to its potential to migrate; and / or the effectiveness of the management measures implemented to contain the contamination following remediation and validation; and / or monitoring and ongoing management forms part of the remediation strategy.

### Part C - Site Audits

- a) Council may require a Site Audit be to be carried out where Council:
- b) Believes on reasonable grounds that the information provided by the Proponent is incorrect or incomplete
- c) Wishes to verify whether the information provided by the Proponent has adhered to appropriate standards, procedures and guidelines; or
- d) Does not have the internal resources to conduct its own technical review

A site audit, which provides a site audit certificate and a site audit statement, can review any stage of the contaminated land process including a Preliminary Site Assessment, Detailed Site

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### CONTAMINATED LAND MANAGEMENT POLICY

Assessment, Remedial Action Plan and validation. A site audit shall identify whether the land is suitable for its intended use.

A Site Audit can only be conducted by an EPA accredited site auditor under the CLM Act and all costs associated with providing a Site Audit are to be borne by the proponent.

### Part D - Where Development Consent is Required

Development consent is required for the following remediation work:

- a) Category 1 Remediation Work requiring consent as defined by State Environmental Planning Policy No 55 Remediation of Land (SEPP 55) Section 9
- b) Proposed works that are inconsistent with the requirements of this policy (i.e. remediation works that do not comply with the conduct of remediation works specified in Clause 9 of SEPP 55, and are thereby reclassified as Category 1 Remediation work)

Category 2 Remediation Work:

c) Council must be notified in writing of proposed Category 2 Remediation Works no less than 30 days prior to their scheduled commencement.

### Part E – Other Contamination Triggers

- a) Where Council considers that contamination on a site triggers the duty to report contamination, and it is not clear if the polluter or site owner has reported the contamination then Council will notify the EPA for possible action under the CLM Act.
- b) For potentially polluting activities, Council will apply and enforce conditions of development consent that ensure effective and ongoing control measures are implemented
- c) For potentially polluting activities, Council will apply and enforce conditions of development consent that ensure effective and ongoing control measures are implemented

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# **CONTAMINATED LAND MANAGEMENT POLICY**

# Policy Statement No. 5 – Policy Definitions

Contamination	The condition of land or water where any chemical substance or waste has been added as a direct or indirect result of human activity at above background level and represents, or potentially represents, an adverse health or environmental impact.
Contaminated Land	Contaminated Land may be the result of past or current uses. The land may be contaminated by a current or historical land use activity directly on the site or though migration of contamination from adjacent sites.
Contaminated Land Information System	A Contaminated Land Information System comprises two components:  The systematic handling and management of information by Council staff; and A Contaminated Land Information Register
Detailed Site Investigation	An investigation with the objective to define the nature, extent and degree of contamination; assess potential risk posed by contaminants to health and the environment; and obtain sufficient information to develop a Remedial Action Plan (if needed).
Initial Evaluation	An evaluation undertaken by Council to determine whether contamination is likely to be an issue, and to assess whether further information is required for it to conduct its planning functions in good faith.
Preliminary Site Investigation	An investigation to identify any past or present potentially contaminating activities to provide a preliminary assessment of any site contamination, and if required, to provide a basis for a more detailed investigation.
Remedial Action Plan	A plan that sets out objectives, and documents the process for remediating a contaminated site.
Section 10.7 Planning Certificates	Means a Planning Certificate under Section 10.7 of the NSW Environmental Planning and Assessment Act 1979
Site Auditor	Means a person for the time being accredited under Part 4 of the Contaminated Land Management Act 1997
Validation Report	The objective of the Validation Report is to demonstrate whether or not the objectives stated in the Remedial Action Plan have been achieved.

Approved by Council and signed by General Manager of Wentworth Shire Council

Signed & Dated

Page 10 of 10

# **Document Approval**

This document is the latest version of the official policy of the Wentworth Shire Council, as adopted by Council on the xx/xx/xxxx. All previous versions of this policy are null and void.

				Quarterly Revie
w Labels	Exp prev Fin Yrs	Original Budget	September YTD	Variation - Sep
1.1 Grow the potential for business and industry to develop and expand	\$1,058,975	\$3,135,253	\$532,728	
Council	\$1,056,975	\$5,155,255	\$552,726	
Completed				
1960-2999-0012 Willowbend Office	\$67,575	\$0	ŚO	
1960-2999-0014 Camp Kitchen Modifications	\$0			
Active				
Annual Program				
941-2999-0002 PS Ruby Capital Expenses	\$3,127			
suilding Control Operational Costs		\$301,959		
conomic Affairs Operational Costs		\$1,533,294	\$274,041	
egal	400.000	4050 0000	4.50	
930-2999-0018 Land Acquisitions	\$23,659			
930-2999-1031 A31 + A42 Acquisition	\$17,273			
930-2999-1032 A32 Acquisition	\$7,346 \$11,410			
930-2999-1035 A35 Acquisition 930-2999-1041 A41 Acquisition	\$928,111			
930-2999-1047 A47 Acquisition	\$528,111			
930-2999-1049 A49 Acquisition	\$474	,		
930-2999-1050 A22 Crown Land Acquisition	\$0		* -	
930-2999-1051 A26 Crown Land Acquisition	\$0			
930-2999-1052 Land Acquisitions Exps LRUR	\$0			
onstruction Phase				
960-2999-0003 - Willowbend Caravan Park Redevelopment	\$0	\$1,000,000	\$103	
960-2999-0011 Willowbend Power Upgrade	\$0	\$0	\$73,103	
Drought Community Extension Fund				
<u>ctive</u>				
lanning Phase				
915-2999-0014 RV Dump Point W/W	\$0	\$0	\$0	
ocal Roads and Community Infrastructure Fund				
Iot Started	ćo	ćo	do.	
915-2999-0011 Foot Traffic Counters	\$0	\$0	\$0	
1.2 Encourage and support population growth				
and resident attraction	\$16,132	\$1,355,417	\$317,397	
Council				
uctive				
Close Out	ćo	ćo	ÅF 70F	
445-2999-0015 WW Cemetry Ashes Internment 445-2999-0016 Gol Gol Cemetry Ashes Internmn	\$0 \$2.120			
lanning Phase	\$2,129	\$0	\$5,795	
445-2999-0005 Cemetery Shed Upgrades	\$14,003	\$40,000	\$0	
unnual Program	Ş14,003	340,000	ŞO	
lousing & Community Amenities Operational Costs		\$1,315,417	\$305,806	
2.2 Enhance access to local health and aged care		,-,,	,,	
services		\$151,933	642.151	
Council		\$151,955	\$42,151	
active				
unual Program				
Health Services Operational Costs		\$151,933	\$42,151	
2.5 Maintain/create desirable open spaces and		Ų101,555	V-12/101	
recreation facilities	£2.004.00E	\$4.20C.44C	6077 542	
	\$2,804,885	\$4,296,446	\$977,512	
Council				
<u>ompleted</u> 545-2999-0021 Palm Island Landscaping	\$0	\$0	\$917	
549-2999-0001 James King Park Redevelopment	\$269,754			
ctive	7205,754	30	Ş557	
lose Out				
536-2999-0001 Paint Dareton Pool	\$0	\$20,000	\$0	
Constuction Phase	70	Ç20,000	ÇÜ	
535-2999-0004 Wentworth Pool Tiling	\$323	\$0	\$0	
Planning Phase	+320	Ψū	Ų.	
520-2999-0005 Midway Centre Road Signage	\$380	\$0	\$773	
Annual Program		,		
-	¢31 607	\$25,000	\$0	
555-2999-0003 Tree Replace Under Power Lines	\$31,607	\$25,000	ŞÜ	

Row Labels	Evn nrov Ein Vre	Original Budget	Santamber VTD	Quarterly Review Variation - Sept
1555-2999-0008 Shire Wide Post & Rail Replacement	\$20,866	\$20,000		\$0
Recreation & Culture Operational Costs	<b>\$25,555</b>	\$2,187,446		\$0
Legal				
1541-2999-0015 GGO Land Acquisition #2 Oval	\$25,919	\$0	\$0	\$0
Tender Stage				
1545-2999-0012 Wentworth Riverfront Wall Remediation	\$110,513	\$300,000	\$17,474	\$0
Not Started				
Not Started 1545-2999-0006 Junction Island Bridge	\$21,954	\$0	\$0	\$0
Un-Budgeted	J21,JJ4	50	50	50
Unallocated				
1545-2999-0002 WW Rowing Club Drainage	\$0	\$0	\$0	\$0
1555-2999-0009 Crown Reserves Electrical Upgrade Strategy	\$41,913	\$0	\$0	\$0
Stronger Country Communities Fund				
Completed				
1526-2999-0001 Curlwaa Hall Renewal	\$120,508	\$0	\$559	\$0
Active				
Close Out	4	4.0	4	4.0
1541-2999-0016 GGO Netball Courts & Lights	\$14,204	\$0	, ,	\$0
1555-2999-0011 Amenities Upgrade 1557-2999-0001 Wentworth Sporting Complex	\$0 \$108,181	\$0 \$0		\$0 \$0
Pre-construction Phase	\$108,181	\$0	\$02,013	50
1545-2999-0025 Wentworth Riverfront BBQ Area	\$0	\$220,000	\$7,715	\$0
Constuction Phase	Ģ0	Ų220,000	ψ,,,13	ΨO
1545-2999-0023 Barrett Pavillion	\$6,547	\$325,000	\$74,322	\$0
Tender Stage				•
1547-2999-0001 Buronga Riverfront Masterplan	\$0	\$75,000	\$3,311	\$0
Drought Community Extension Fund				
Active				
Planning Phase	4.0	4	4.0	4.0
1540-2999-xxxx Drought Communities Extension Programme P	1 \$0	\$1,000,000	\$0	\$0
Construction Phase	\$122,035	\$0	\$3,716	\$0
1527-2999-0001 Pooncarie Hall Upgrade 1528-2999-0001 Anabranch Hall Upgrade	\$122,035	\$0 \$0		\$0
1529-2999-0001 Pomona Hall Upgrade	\$44,859	\$0		\$0
Stalled	Ų.,,oos	Ų.	40,127	40
Constuction Phase				
1548-2999-0001 Pooncarie Parks Toilet Block	\$0	\$0	\$3,485	\$0
1548-2999-0002 Pooncarie Gun Club Concreting	\$0	\$0	\$0	\$0
Not Started				
1545-2999-0031 W/Worth Rowing Club Reserve Electrical			4-	
Upgrade	\$0	\$0		\$0
1545-2999-0032 Junction Park Reserve Electrical upgrade	\$0	\$0		\$0
1546-2999-0016 Dareton Town Entry Tree Corridor	\$52,262 \$156	\$0 \$0		\$0 \$0
1546-2999-0017 Dareton Reserves Electrical Upgrades 1547-2999-0008 Buronga Reserves Electrical Upgrade	\$136	\$0 \$0		\$0 \$0
1347-2333-0000 Bullotiga Neserves Electrical Opgrade	50	30	ŞU	30
1548-2999-0003 Pooncarie Racecourse Extended Shade Area	\$0	ŚO	ŚO	\$0
1548-2999-0004 PooncarieWalking Track to Campground (1.5m	-	, ,	, ,	, ,
spray seal x900m)	\$0	\$0	\$0	\$0
1548-2999-0005 Pooncarie Bird Hides along Camp Ground &				
River x2	\$0	\$0	\$0	\$0
Library Grant				
Active				
Annual Program	4	4	4	4
1505-2999-0001 New & Replacement Bookstocks	\$123,917	\$53,000		\$0 \$0
1505-2999-0014 Library Local Special Project	\$131,436	\$23,500	\$0	\$0
<u>Contributions</u> Stalled				
Close Out				
1550-2999-0002 Curlwaa Riverfront	\$268,062	\$35,000	\$0	\$0
Local Roads and Community Infrastructure Fund	7200,002	455,500	Ç	γo
Active				
Close Out				
1545-2999-0029 Flame Trees	\$196,209	\$0	\$12,409	\$0
1545-2999-0030 SCCF WW Rowing Club	\$0	\$0	\$0	\$0

				Quarterly Review
Row Labels	Exp prev Fin Yrs	Original Budget	September YTD	Variation - Sept
Not Started 1543-2999-0003 Carramar Drive Oval Fencing	\$0	\$0	\$0	\$0
1545-2999-0033 BBQ & Picnic Tables Fotherby Park	\$0 \$0	\$0 \$0	, -	\$0
1546-2999-0015 Dareton Travellers Rest	\$0	\$0	7 -	\$0
1546-2999-0018 BBQ & Picnic Table Dareton	\$0	\$0		\$0
1547-2999-0009 George Gordon Oval Fencing	\$0	\$0	\$0	\$0
1547-2999-0018 Bike Safety Track	\$0	\$0	\$0	\$0
1549-2999-0008 Playground Equipment James King Park	\$0	\$0	, ,	\$0
1555-2999-0012 CCTV Dareton	\$18,800		7 -	\$0
1555-2999-0013 CCTV Wentworth	\$0	\$0	\$0	\$0
NSW Showgrounds Stimulus Program Not Started				
1556-2999-0003 Wentworth Showgrounds Sewer Upgrade	\$0	\$0	\$0	\$0
3.1 Promote the efficient delivery of water				
supply, sewer and drainage services for the long	4	4	4	4
term interests of future generations  Council	\$3,236,069	\$9,474,474	\$2,353,509	\$670,442
Completed				
2005-2999-0252 Gol Gol Pump Station Drainage/Stabilisation	\$0	\$50,000	\$0	\$0
3005-2999-0138 Upgrade Junc Electrical&SCADA	\$0	\$0	\$11,710	\$0
Close Out 3005-2999-0123 Hendy Road Main Replacement	\$251,965	ŚO	\$444	\$0
Active	¥,	,	****	**
Pre-construction Phase				
1436-2999-0013 Buronga/Gol Gol Stormwater Constraints	\$3,253	\$1,000,000		\$0
1436-2999-0014 Neville Street Stormwater	\$19,406	\$0		\$0
1436-2999-0018 Midway Stormwater Upgrade 1436-2999-0019 Wilga Road Stormwater Upgrade	\$0 \$345,549	\$0 \$0		\$0 \$0
Planning Phase	\$343,343	\$0	\$0	\$0
1436-2999-0020 Pink Lake Stormwater Design	\$0	ŚO	ŚO	\$0
2005-2999-0234 Mourquong Filtered Water Main	\$19,775	\$50,000	* -	\$0
Annual Program				
1436-2999-0001 Stormwater Drainage	\$18,521	\$250,000		\$0
2005-2999-0050 Water Stop Valves and Fire Plugs	\$446,854	\$10,000		\$0
2005-2999-0101 Infrastructure Upgrade	\$594	\$1,000,000		\$0 \$0
2005-2999-0232 Water Infrastructure Development Strategy 3005-2999-0101 Infrastructure Upgrade	\$13,868 \$0	\$50,000 \$1,590,953		\$0 \$0
3005-2999-0101 miliastructure Opgrade	\$0 \$0			\$0
3005-2999-0127 Sewer Pit Lids	\$0			\$0
3005-2999-0136 Sewer Design Works	\$0			\$0
Environment 3.1 Operational Costs		\$289,864	\$50,085	\$0
Sewer Administration Operational Costs		\$1,402,724	\$301,527	\$0
Water Supplies Operational Costs		\$1,971,141	\$449,757	\$0
Legal	4-	4-	4-	4-
2005-2999-1016 A16 Crown Land Acquisition	\$0	\$0		\$0
2005-2999-1045 Acquisition A45 Dareton Access 3005-2999-0047 Acqu'n - East WW Sewer Works	\$0 \$7,619	\$0 \$0		\$0 \$0
3005-2999-1025 A25 Acquisition	\$7,019	\$0 \$0		\$0
3005-2999-1031 Acquisition East Wentworth	\$1,887	\$0		\$0
3005-2999-1032 Acquisition East Wentworth A31, A42, A32	\$8,211	\$0	\$0	\$0
3005-2999-1037 Acquisition A32 Golf Course Road	\$0	\$0	\$0	\$0
3005-2999-1038 Acquisition A32 Ryder Cres	\$8,208	\$0		\$0
3005-2999-1039 A39 + A40 Acquisition	\$7,000	\$0 \$0		\$0 \$0
3005-2999-1041 Acquisition East Wentworth Sewerage A41 Construction Phase	\$1,675	\$0	\$0	\$0
2005-2999-0200 Trentham Cliffs Water Install	\$0	ŚO	\$391,243	\$0
2005-2999-0218 Intregrated Water Cycle MP	\$0			\$0
2005-2999-0253 Dareton Raw Water Telemtry Upg	\$0			\$0
3005-2999-0121 Intregrated Water Cycle MS	\$0	\$75,000	\$396	\$0
3005-2999-0200 Trentham Cliffs Sewer Install	\$0	\$0	\$374,060	\$0
Awaiting Delivery				
3005-5100-0001 Loan Repayments - Loan #1	\$0	\$45,792	\$0	\$0
Stalled				
Planning Phase	40	6200 000	40	ė.
2005-2999-0109 -Raw Water Main Replacement W/W 3005-2999-0135 Septic Waste Receivable Upgrade	\$0 \$0			\$0 \$0
2002-7333-0133 Sehric Maste Receivable Obbliage	\$0	\$0	\$0	\$0

w Labels	Exp prev Fin Yrs	Original Budget	September YTD	Quarterly Review Variation - Sept
Infrastructure NSW		U U	•	·
Active				
Constuction Phase		4	4.0	
1440-2999-0002 EDS Facilities	\$89,191	\$50,000		5
2005-2999-0207 -Gol Gol WTP - Process Upgrade	\$202,834	\$1,000,000		5
3005-2999-0043 Sewer Rationalisation Project Wentworth	\$367,024	\$0 \$0		5
3005-2999-0044 Sewer Rationalisation Project Dareton	\$1,344,809	\$0	\$120,462	3
<u>Other</u> Active				
Close Out				
2005-2999-0242 - Pooncarie WTP	\$8,733	ŚO	\$18,103	
Stronger Country Communities Fund/Nbuilding Better	Ş0,733	ÇÜ	Ģ10,103	,
Regions Fund				
Not Started				
1316-2999-0001 WW Extended Day Care Centre	\$60,000	ŚO	\$340	\$670,4
Boating Now/Resources for Regions	+,		*	¥,
Active				
Planning Phase				
1440-2999-0005 Wentworth EDS	\$1,822	\$0	\$0	
3.2 Plan for and develop the right assets and				
infrastructure	\$116,688	\$18,448,468	\$4,214,430	\$904,0
Council	3110,000	710,440,400	34,214,430	7504,0
Active				
Annual Program				
1865-2999-0010 - Sharedways	\$0	\$40,000	ŚO	
Fransport Operational Costs	*-	\$8,766,212		
Infrastructure NSW		7-77	, -,,	
Completed				
L870-2999-1002 Aerodrome Earthworks	\$0	\$0	\$20,873	
Active				
Construction Phase				
1870-2999-0001 Aerodrome - Capital Works	\$4,156	\$6,100,000	\$3,300	
1870-2999-1001 Aerodrome Design - Project Mgt	\$0	\$0	\$48,943	
1870-2999-1003 Aerodrome Drainage	\$0	\$0	\$18,469	
1870-2999-1004 Aerodrome Construction	\$0	\$0	\$839,108	
1870-2999-1005 Aerodrome Lighting &Electrical	\$0	\$0	\$22,918	
1870-2999-1007 Aerodrome Airside Infrastructu	\$0	\$0	\$145,812	
Drought Community Extension Fund				
Active				
Planning Phase				
1865-2999-0003 Wood St Kerb Ramps (6)	\$9,000	\$0	\$463	
Tender Stage				
.865-2999-0009 - Pitman Ave Shared Path & Ramps	\$219	\$0	\$463	
Local Roads and Community Infrastructure Fund				
Active				
Planning Phase	4-	4-	4-	
825-2999-0008 Adelaide Lane	\$0			
1865-2999-0011 Dareton Sharedway Continuation	\$0	\$0	\$0	
Construction Phase 1825-2999-0009 Golf Course Road	ćo	ćo	ćo	
	\$0 \$0			
L825-2999-0010 High Darling Link Road	\$0	\$0	\$0	
<u>Not Started</u> .895-2999-0003 Dareton Street Lights	\$0	\$0	\$0	
NSW Fixing Local Roads	ŞΟ	JO.	JO	
Active				
Planning Phase				
1825-2999-0005 Upgrade Mallara Street Sealing	\$0	\$0	ŚO	\$130,3
1825-2999-0006 Upgrade High Darling Sealing	\$4,371	\$0		\$773,6
.825-2999-0007 Upgrade Old Wentworth Road Sealing	\$1,588	\$0		<i>\$7,73,</i> 0
Council/Roads to Recovery/Block Grant	<b>\$2,300</b>	Ç.	ÇÜ	
Active				
Planning Phase				
Road Renewals Included in Operating expenditure		\$3,542,256	\$88,379	
Infrastructure Investment Program			. , -	
Not Started				
1803-2999-XXXX Pooncarie-Menindee Road	\$97,354	\$0	\$0	

w Labels	Exp prev Fin Yrs O	Original Budget	September YTD	Quarterly Review Variation - Sept
3.3 Prepare for natural disasters, biosecurity risks				
and climate change	\$0	\$1,350,627	\$22,803	\$
Council				
Active				
Annual Program Environment 3.3 Operational Costs		\$72,420	\$22,803	\$
Infrastructure NSW		\$72,420	322,803	Ÿ
Active				
Construction Phase				
1870-2999-xxxx Local Roads and Community Infrastructure				
Projects	\$0	\$1,278,207	\$0	\$
3.4 Reduce, reuse and recover waste	\$149,107	\$1,953,673	\$452,409	\$
Council				
Active				
Constuction Phase	4	4-	4-	
1420-2999-0006 Transfer Station Site Huts	\$6,625	\$0	\$0	\$
Planning Phase	616.275	6100.000	ć2 100	<u> </u>
1421-2999-0019 100,000 Tonnes Upgrade	\$16,375	\$100,000	\$2,100	\$
Annual Program Environment 3.4 Operational Costs		\$1,710,852	\$416,964	\$
Implement 3.4 Operational Costs		¥1,710,63Z	\$410,904	\$
1421-5100-0001 Landfill Capital Loan Repayments	\$84,179	\$92,141	\$21,596	\$
1421-5100-0002 Landfill Capital Loan Repayments #2 Loan	\$41,929	\$50,680	\$11,749	Ś
3.5 Recognise the importance of a healthy				
Murary-Darling River system	\$723	\$0	\$0	\$
NSW Library Infrastructure	3723	30	30	•
Active				
Planning Phase				
1505-2999-0026 Library Relocation	\$723	\$0	\$0	\$
4.1 Provide strong and effective representation,				
leadership, planning, decision-making and service	•			
delivery		642 424 504	¢662.070	
Council	\$913,768	\$12,134,501	\$663,070	\$
Completed				
1010-2999-0265 Replace Plant 67 MiniExcavator	\$52,646	\$0	\$97,241	\$
1010-2999-0266 Replace Plant 309 Sgl Cab Ute	\$0	\$0	\$0	\$
1010-2999-0271 Replace Plant 645 Tipping Ute	\$0	\$0	\$41,422	Ś
1010-2999-0272 Replace Plant 72-Fuel Trailer	\$0	\$0	\$31,003	\$
1010-2999-0273 Replace Plant 763-Fuel Trailer	\$0	\$0	\$31,003	\$
1016-2999-0001 Buronga Depot Office Upgrade	\$0	\$0	\$1,343	\$
<u>Active</u>				
Annual Program				
1007-2999-0001 Computer Replacement	\$304,398	\$200,000	\$23,283	\$
1010-2999-0001 Capital Plant Replacement	\$24,458	\$1,500,000	\$0	\$
1010-2999-0012 Minor Plant Purchases	\$57,135 \$0	\$50,000	\$15,448	\$
1010-2999-0015 Asbestos Management Plan Community Services Operational Costs	\$0	\$60,000 \$83,786	\$0 \$31,041	\$ \$
Finance and Policy Administration Operational Costs		\$1,763,945	\$589,687	\$ \$
Governance & GMO Administration Operational Costs		\$2,426,393	\$495,515	\$
Public Order & Safety Operational Costs		\$1,007,630	\$280,920	\$
Roads & Engineering Administration Operational Costs		\$177,696	-\$1,061,841	\$
Implementation		,	,	*
1005-5100-0005 Loan Repayments - Midway	\$52,332	\$77,147	\$17,792	\$
1005-5100-0015 Loan Repayments WWCC - Loan \$850k	\$30,656	\$42,496	\$0	\$
1005-5100-0016 Loan Repayments WWCC - Loan \$3.3m	\$0	\$99,616	\$0	\$
1005-5100-0017 Loan Repayments - Stormwater - T-Corp	\$182,787	\$45,792	\$0	\$
1007-2999-0014 Integrated Management System	\$149,399	\$500,000	\$38,832	\$
		,		
Awaiting Delivery		\$0	\$0	\$
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip	\$0	4		ė.
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip 1010-2999-0264 Replace Plant 517 Flat BedTrck	\$0	\$0	\$0	
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip 1010-2999-0264 Replace Plant 517 Flat BedTrck 1010-2999-0274 Plant 483 3 Axle Dog Trailer		\$0 \$0	\$0 \$0	
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip 1010-2999-0264 Replace Plant 517 Flat BedTrck 1010-2999-0274 Plant 483 3 Axle Dog Trailer Tender Stage	\$0 \$0	\$0	\$0	\$
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip 1010-2999-0264 Replace Plant 517 Flat BedTrck 1010-2999-0274 Plant 483 3 Axle Dog Trailer Tender Stage 1010-2999-0275 Replace Plant 655 -ToyotaPrado	\$0 \$0 \$0	\$0 \$0	\$0 \$0	\$
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip 1010-2999-0264 Replace Plant 517 Flat BedTrck 1010-2999-0274 Plant 483 3 Axle Dog Trailer Tender Stage 1010-2999-0275 Replace Plant 655 -ToyotaPrado 1010-2999-0276 Replace Plant 658 Ford Ranger	\$0 \$0 \$0 \$0	\$0 \$0 \$0	\$0 \$0 \$0	\$ \$ \$ \$
Awaiting Delivery 1010-2999-0262 Replace Plant 520 DAF FAT Tip 1010-2999-0264 Replace Plant 517 Flat BedTrck 1010-2999-0274 Plant 483 3 Axle Dog Trailer Tender Stage 1010-2999-0275 Replace Plant 655 -ToyotaPrado	\$0 \$0 \$0	\$0 \$0	\$0 \$0	\$

				Quarterly Review
Row Labels	Exp prev Fin Yrs	Original Budget	September YTD	Variation - Sept
1010-2999-0280 Replace Plant 904 - Triton	\$0	\$0	\$0	\$0
1010-2999-0281 Repl Plant 648 Mazda BT50	\$0	\$0	\$0	\$0
1010-2999-0282 Repl Plant 649 Mazda BT50	\$0	\$0	\$0	\$0
1010-2999-0283 Repl Plant 651 Mazda BT50	\$0	\$0	\$0	\$0
1010-2999-0284 Repl Plant 652 Mazda BT50	\$0	\$0	\$0	\$0
1010-2999-0285 Repl Plant 905 Triton	\$0	\$0	\$0	\$0
1010-2999-0286 Replace Plant 065 Road Sweeper	\$14,575	\$0	\$0	\$0
Stalled				
Planning Phase				
1005-2999-0017 Wentworth Civic Centre	\$31,567	\$4,000,000	\$30,380	\$0
Not Started				
Annual Program				
1005-2999-0014 Office Equipment	\$13,815	\$100,000	\$0	\$0
Grand Total	\$8,296,349	\$52,300,792	\$9,576,009	\$1,574,454

# 9 REPORTS TO COUNCIL

### 9.1 GENERAL MANAGER'S REPORT

File Number: RPT/20/700

Responsible Officer: Ken Ross - General Manager Responsible Division: Office of the General Manager

Reporting Officer: Chloe Horne - Business Support Officer

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

# **Summary**

The General Manager's report details information pertaining to meetings attended and general information which are of public interest, and which have not been reported elsewhere in this agenda. Items of note in this report are:

# 1. OLG Circulars

Nil

# 2. Meetings

As listed

# 3. <u>Upcoming meetings or events</u>

As listed

### 4. Other items of note

Cr Susan Nichols was elected Mayor at an Extraordinary Meeting of Council held 9 November 2020.

# Recommendation

That Council notes the information contained within the report from the General Manager.

### **Detailed Report**

# 1. OLG Circulars

Nil

# 2. Meetings

Following is a list of meetings or events attended by the General Manager for the period 12 October 2020 – 6 November 2020.

Date	Meeting	Location
13 Oct 2020	Mayoral Meeting	Wentworth
14 Oct 2020	Staff Consultative and Work Place Health & Safety Committee Meeting	Wentworth
19 Oct 2020	Far West Joint Organisation RAMJO Meeting	Video Conference
20 Oct 2020	Mayoral Meeting	Wentworth
21 Oct 2020	Pre-Meeting Ordinary Council Meeting	Buronga

21 Oct 2020	Ordinary Council Meeting	Buronga
23 Oct 2020	Murray Darling Association Meeting	Buronga
23 Oct 2020	Community Consultation for James King Park Equipment Options	Buronga
26 Oct 2020	Murray Darling Association 2021 National Conference Discussion	Video Conference
28 Oct 2020	Gol Gol Subdivision Design Discussion	Buronga
29 Oct 2020	Far West Joint Organisation Tourism Projects Committee Meeting	Video Conference
29 Oct 2020	Far West Joint Organisation Board Meeting	Video Conference
2 Nov 2020	Mayoral Meeting	Wentworth

# 3. Events

Following is a list of upcoming events, conferences or committee meetings, including out of region meetings where the Shire has been requested to attend in an official capacity.

Date	Meeting	Proposed Attendees	Location
19 Nov 2020	Wentworth Shire Health Interagency Meeting	Mayor & Cr MacAllister	Midway & Video Conference
23 Nov 2020	Local Government NSW Annual Conference	Mayor & General Manager	Video Conference
24 Nov 2020	Mayoral Meeting	Mayor, Deputy Mayor & General Manager	Wentworth
25 Nov 2020	Staff Consultative and Work Place Health & Safety Committee Meeting	General Manager	Wentworth
26 Nov 2020	Local Government Forum West Region	Cr Heywood	Video Conference
1 Dec 2020	Mayoral Meeting	Mayor, Deputy Mayor & General Manager	Wentworth

# 4. Other items of note

Nil

# **Attachments**

Nil

### 9.2 ALL STAFF MEETING

File Number: RPT/20/715

Responsible Officer: Ken Ross - General Manager Responsible Division: Office of the General Manager

Reporting Officer: Glen Norris - Manager Human Resources

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

# **Summary**

The purpose of this report is to seek permission from Council to close the Adelaide Street Office, Midway Centre, Depots, Workshop, Landfill sites, Libraries and the Visitor Information Centre on Friday 11 December, 2020 at 1pm for the purpose of an all staff meeting.

## Recommendation

That Council approve a 1pm closure of the Adelaide Street Office, Midway Centre, Depots, Workshop, Landfill sites, Libraries and the Visitor Information Centre on Friday 11 December 2020 for the purpose of an all staff meeting to be held at the Civic Centre.

# **Detailed Report**

# **Purpose**

The purpose of this report is to seek approval to close all areas of Council at 1pm on Friday 11 December, 2020 for the purpose of an all staff meeting.

### Background

In previous years Council has granted permission for an early closure time prior to Christmas for the purposes of an all staff meeting.

#### Conclusion

Friday 11 December 2020 is recommended as the date for an all staff meeting.

# **Attachments**

Nil

### 9.3 BENDIGO BANK AGENCY AGREEMENT

File Number: RPT/20/686

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Annette Fraser - Team Leader Customer Service

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

# **Summary**

To encourage more people to use the Midway Service Centre, Council commenced discussions with the Wentworth & District Community Bank and offered our facilities and staff to run a Bendigo Bank Agency.

A detailed risk assessment of our facilities was conducted by Bendigo & Adelaide Bank Limited and approved in September 2019.

An Agency Application was lodged in December 2019 and we received notification in October 2020 that our application to become an agent for the Bendigo Bank was successful.

Bendigo Bank require a resolution from Council approving execution of the Community Bank Agency Agreement by the Mayor and the General Manager.

# **Recommendation**

That Council approves the execution of the Community Bank Agency Agreement and delegates authority to the Mayor and General Manager to sign the agreement and affix the Common Seal on behalf of Council.

# **Detailed Report**

#### **Purpose**

The purpose of this report is for Council to approve the execution of the Community Bank Agency Agreement

### Background

To encourage more people to use the Midway Service Centre Buronga, Council held discussions with the Wentworth & District Community Bank and offered our facilities and staff to run a Bendigo Bank Agency.

### Report Detail

An Agency Application was lodged in December 2019 and we received notification in October 2020 that our application to become an agent for the Bendigo Bank was successful.

The benefits to the growing community of Buronga/Gol Gol is that they will be able to bank locally and profits generated from commission will be returned to the community as a joint venture between Wentworth Shire Council and Wentworth & District Community Bank.

# Conclusion

Bendigo Bank require a resolution from Council approving execution of the Community Bank Agency Agreement by the Mayor and the General Manager.

# **Attachments**

- 1. Community Bank Agency Agreement U.
- 2. Welcome to Bendigo Bank Agency U

# Community Bank Agency Agreement (Agent Delivery System (ADS))

Bendigo and Adelaide Bank Limited

and

The Agent described in Item 2 of the Schedule

and

The Manager described in Item 3 of the Schedule

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	Indemnity Rights Continuing Obligation Guarantee Not Affected Suspension of Guarantor's rights Reinstatement of Guarantee Costs Assignment

This Agreement is dated on the date set out in item 1 of the Schedule and made

#### Between

Bendigo and Adelaide Bank Limited ABN 11 068 049 178 of The Bendigo Centre, Bendigo, Victoria ("Bendigo")

and

The Agent described in Item 2 of the Schedule ("Agent")

and

The Manager described in Item 3 of the Schedule ("Manager")

#### Recitals

- A. Bendigo carries on a banking business.
- B. The Agent wishes to be appointed as an agent of Bendigo and to manage and control a Representative Office of Bendigo and the Manager from the Premises.
- C. The Manager is an authorised representative of Bendigo and a franchisee of Bendigo pursuant to the Franchise Agreement.
- D. The Manager wishes Bendigo to appoint the Agent as an agent of Bendigo and the Manager will be responsible for the matters set out in this Agreement in respect of the Agent.
- E. Bendigo has agreed to appoint the Agent and the Agent has agreed to be appointed by Bendigo on the terms and conditions set out in this Agreement.
- F. This agreement replaces any previous agency or similar agreement between Bendigo and the Agent.

## Terms of this Agreement

## Definitions and Interpretation

## 1.1 Definitions

In this Agreement:

"ADS" means the Agents Delivery System primarily used to describe the computer system used by an Agent.

"Act" means the Corporation Act 2001 as amended;

"AFSL" means an Australian financial services licence issued by the Australian Securities and Investments Commission under section 913B of the Act;

"Approved Products List" means a list of financial products set out in the Procedures Manual and which is described as the "Approved Products List" (as amended from time to time) or any subsequent list described as the "Approved Products List" issued by Bendigo to the Agent from time to time

"Authorised Services" means the financial services specified in Item 8 of the Schedule:

"Authorised Representative" has the meaning given to that term in the Act;

"Bendigo Appointed Authorised Representative" means a person appointed by the Bendigo as an authorised representative of Bendigo under clause 6.8 and in accordance with the procedures as set down by Bendigo from time to time;

"Business Day" has the meaning given to that term in the Act;

"Commencement Date" means the date set out in item 4 of the Schedule;

"Confidential Information" means any information which relates to Bendigo, the Manager, or the Representative Office (including but not limited to the Procedures Manuals, the financial and other details of the customers of Bendigo and the Manager, the terms of this Agreement and the financial details of any past or present Representative Office) and which is disclosed to the Agent by or on behalf of Bendigo or the Manager or which is otherwise acquired by the Agent directly or indirectly from Bendigo or the Manager or which otherwise comes to the knowledge of the Agent;

"deal" in relation to a financial product has the meaning given to that term in the Act;

"financial product" has the meaning given to that term in the Act;

"financial product advice" has the meaning given to that term in the Act;

"financial services" has the meaning given to that term in the Act;

"financial services law" has the meaning given to that term in the Act;

"Franchise Agreement" means the franchise agreement specified in Item 3A of the Schedule

"GST" means GST within the meaning of the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 as amended;

"Intellectual Property" means any intellectual property owned, licensed or used by Bendigo from time to time or which Bendigo has been granted any rights in respect of from time to time, including, without limitation:

- (a) a patent, trademark or service mark, copyright, registered design, trade secret, moral right or confidential information; and
- (b) a licence or other right to use or to grant the use of, or to be the registered proprietor of user, of any of the rights set out in (a);

"old Corporations Act" has the meaning given to that term in Part 10.2 of the Act;

"Opening Hours" means the operating hours of the Representative Office set out in Item 7 of the Schedule:

"Personal Information" has the meaning given to that term in the Privacy Act 1988;

"Premises" means the premises described in item 5 of the Schedule;

"Procedures Manuals" means the ADS Agents Procedures Manual and any other manual setting out policies, procedures and product information including without limitation any manuals which set out the procedures for the management, operation and conduct of the Representative Office, and which have been or will be provided to the Agent by Bendigo as amended and updated or added to by Bendigo from time to time in accordance with clause 4.2 (including any new procedures manuals);

"Products and Services" means the products and services to be offered, provided and marketed to customers and potential customers by the Agent set out in the Procedures Manuals or otherwise agreed between the parties;

"Recipient Created Tax Invoice" has the meaning given to that term in the GST Act;

"Remuneration" means, subject to clause 4.1(b), the fees set out in Item 6 of the Schedule to be paid in the circumstances and in the manner set out in Item 6 of the Schedule;

"Representative Office" means the business of Bendigo that is conducted by the Agent as agent for Bendigo from the Premises in accordance with this Agreement;

"Staff" means all employees of the Agent and any other person who represents or acts on behalf of the Agent;

"Sub-Authorised Representative" means a person appointed by the Agent as an authorised representative of Bendigo under clauses 6.8;

"Tax" includes any tax, levy, impost, deduction, change, rate, duty, compulsory loan or withholding that is levied or imposed by a government agency and any related interest, penalty, charge, fee or other amount including goods and services tax; and

"Taxable Supply" has the meaning given to that term by the GST Act.

#### 1.2 Interpretation

In this Agreement:

- headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
  - unless the context otherwise requires:
- (b) words importing the singular include the plural and vice versa;
- (c) a word importing a gender includes the other gender;
- (d) a reference to a person includes an individual, a partnership, a body corporate, a joint venture, an association (whether incorporated or not), a government and a government authority or agency;
- (e) a reference to a party or a person includes the party's or the person's executors, legal personal representatives, successors, transferees and assigns;
- (f) a reference to a part, clause or party is a reference to a part or clause of, or a party to, this Agreement;
- (g) a reference to this Agreement includes the recitals and any schedules, annexures, exhibits or attachments to this Agreement;
- a reference to legislation includes any statutory modification or replacement and any subordinate or delegated legislation issued under such legislation;
- if the day on which anything is to be done is not a Business Day it shall be done on the next Business Day; and
- (j) A reference to "\$" or "dollars" is a reference to Australian dollars.

## 1.3 Consents or Approvals

If the doing of any act, matter or thing under this Agreement is dependant on the consent or approval of a party or is within the discretion of a party or if under this Agreement an act, matter or thing may be done by a party, the consent or approval may be given or the discretion maybe exercised, or the act, matter or thing may be done conditionally or unconditionally or withheld by the party in its absolute discretion unless expressed provision to the contrary has been made.

#### 1.4 Staff of Agent

Despite anything else in the Agreement, where an obligation is imposed by or under this Agreement on the Agent to do, or not to do, any act or thing, the Agent must procure the Staff to comply with that obligation.

#### 1.5 Conflict between directions from Bendigo and the Manager

Where both Bendigo and the Manager, under this Agreement, give the Agent any direction or request then to the extent of any inconsistency the Agent must comply only with the direction or request from Bendigo.

## 1.6 Manager may request Bendigo to exercise rights

Where Bendigo has any rights under this Agreement including the right to give directions to the Agent or terminate the Agreement, the Manager may give Bendigo a notice requesting that Bendigo exercise that right. Bendigo can, at its absolute discretion, decide not to exercise that right.

## Appointment of Agent

- (a) Bendigo hereby appoints the Agent, and the Agent (in consideration of its appointment as an authorised representative of Bendigo under clause 6.1) hereby accepts its appointment to act, as a non-exclusive agent of Bendigo and to manage and operate the Representative Office and offer, market, provide and sell the Products and Services from the Commencement Date on the terms and conditions of this Agreement.
- (b) Unless otherwise expressed in the Schedule of the Franchise Agreement, the business of and generated by the Agency will be regarded as and treated as business of the Manager for the purpose of calculating payments made by Bendigo to the Manager under the Franchise Agreement.

## Term

This Agreement shall commence on the Commencement Date and continue until terminated in accordance with clause 9.

#### 4. Obligations of Bendigo

#### 4.1 Remuneration

- (a) In consideration of the Agent's appointment as an agent of Bendigo to manage and operate the Representative Office and offer, market, provide and sell the Products and Services in accordance with this Agreement, the Manager must pay the Agent the Remuneration.
- (b) Bendigo may from time to time change the Remuneration or the circumstances or manner in which the Remuneration is paid and in such

circumstances shall as soon as practicable provide the Agent and the Manager with written notice of the changed Remuneration.

(c) The Agent's entitlement to the Remuneration ceases on the termination of this Agreement.

#### 4.2 Procedures Manuals

- (a) Subject to clause 4.2(b), Bendigo must provide the Agent with access to Bendigo's Procedures Manuals which detail procedures involved in operating the Representative Office which Bendigo regards as fundamental to the operation of the Representative Office.
- (b) Bendigo may, at any time, amend, update or add to the Procedures Manuals or provide new Procedures Manuals and all such amendments, updates, additions or new Procedures Manuals remain the property of Bendigo.
- (c) The Agent must return the Procedures Manuals and any other property of Bendigo held by the Agent to Bendigo immediately upon termination of this Agreement or earlier if requested by Bendigo.

## 4.3 Advertising and Promotion

- (a) Bendigo or the Manager may, at their sole and unfettered discretion:
  - arrange for the conduct of advertising campaigns and other promotional activities for the Products and Services offered to the public by Bendigo; and
  - (ii) formulate promotions and special displays for the Agent from time to time.
- (b) The Agent consents to the use of its name and the address of the Premises by Bendigo or the Manager in respect of any advertising campaigns and promotions conducted by Bendigo or the Manager under this clause 4.3.

#### 4.4 Stationery and Equipment

- (a) The Manager must provide the Agent with all stationery and equipment which the Manager, in its sole and unfettered discretion, considers is necessary to operate the Representative Office, provided that all such stationery and equipment remains the property of the Manager.
- (b) The Agent must immediately return any stationery and equipment provided to the Agent by the Manager under clause 4.4(a) or any other property of the Manager held by the Agent upon termination of this Agreement.

#### 4.5 Insurance

The Manager must at all times insure all cash lawfully held by the Agent on behalf of the Manager against loss, theft or destruction in accordance with the terms of the Manager's property and insurance policy from time to time.

## 4.6 Ongoing Advice and Information

The Manager must provide the Agent with such ongoing advice and information in connection with the conduct of the Representative Office as is, from time to time, reasonably required by the Agent.

#### Obligations of Agent

#### 5.1 Duties

- (a) The Agent must:
  - act efficiently, honestly and fairly at all times in performing its obligations under this Agreement;
  - (ii) faithfully, diligently and lawfully perform its obligations under this Agreement;
  - (iii) comply with all laws, legislation and regulations which are applicable to the conduct and operation of the Representative Office, including but not limited to applicable Occupational Health and Safety laws;
  - (iv) do all things necessary to ensure that Bendigo and the Manager comply with all laws, legislation and regulations which are applicable to the conduct and operation of the Representative Office; and
  - (v) not act in any manner which would bring the character or reputation of Bendigo, the Manager, their officers, employees or associated companies into disrepute.
- (b) Without limiting any other obligations of the Agent under this Agreement, the Agent must not at any time:
  - (i) pledge the credit of Bendigo or the Manager;
  - (ii) accept or intimate that the Agent has authority to accept service of any process on behalf of Bendigo or the Manager;
  - institute or defend or intimate that the Agent has authority to institute or defend any proceedings for or on behalf of Bendigo or the Manager;

- (iv) approve any application to Bendigo or the Manager for any Products or Services otherwise than in strict accordance with the Procedures Manuals:
- (v) make any public statement or publish any advertisement in relation to the business of Bendigo, the Manager or the Representative Office without obtaining the prior written consent of Bendigo or the Manager; or
- (vi) receive or deduct any Remuneration for which the Agent is entitled under this Agreement from any money belonging to or received by the Agent on behalf of Bendigo or the Manager.
- (c) The Agent agrees to comply with any reasonable requirement or direction given to it by Bendigo or the Manager in relation to:
  - (i) the Authorised Services;
  - the performance by the Agent of the activities that the Agent is able to perform under this Agreement;
  - (iii) the supervision of the Agent by Bendigo or the Manager;
  - (iv) making documents and information available to Bendigo or the Manager which relate to the provision of the Authorised Services by the Agent on behalf of Bendigo; and
  - (v) the appointment, activities, disciplining and revocation and variation of appointments of :\_
    - (A) where the Agent is a company its Sub-Authorised Representatives; and
    - (B) where the Agent is not a company (i.e. an individual) Bendigo Appointed Authorised Representative.

#### 5.2 Products and Services

The Agent must market, sell and promote the Products and Services only in accordance with this Agreement, the Procedures Manuals and any reasonable directions issued to it by Bendigo or the Manager from time to time.

#### 5.3 Premises

- (a) The Agent must operate the Representative Office only from the Premises or such other site or sites as approved by Bendigo in writing from time to time.
- (b) The Agent shall in respect of the Premises:

- comply with the directions and requirements specified by Bendigo or the Manager from time to time as to colour schemes, layout, installation, equipment, maintenance and modification of equipment and fittings for the Premises;
- make available suitable places inside the Premises for the display of signs, advertisements and literature of Bendigo or the Manager as reasonably required by Bendigo or the Manager;
- (iii) if required by Bendigo or the Manager (acting reasonably), install and erect internal signs (whether electrically illuminated or otherwise) on or at the Premises;
- (iv) provide an appropriate area in the Premises from which to conduct the Representative Office including a counter with lockable drawers and appropriate furniture;
- maintain the internal displays, lighting and external signs provided by Bendigo or the Manager and the Premises in a clean and tidy condition at all times;
- (vi) ensure that all utilities that are required at the Premises to conduct the Representative Office effectively are provided including, without limitation, heating, cleaning, power, water and telephone; and
- (vii) ensure that the Premises are adequately secured and locked to prevent unauthorised access when the Representative Office is not open for business.
- (c) The Agent must procure any consents, approvals, authorisations or permits necessary to comply with its obligations under this clause 5.3.
- (d) The Agent must permit Bendigo or the Manager to inspect and observe the operation of the Representative Office at any time during normal business hours.
- (e) The Agent is solely responsible for, and must pay, any taxes, registration and licence fees, and insurance premiums levied or imposed upon or in respect of the Premises and shall pay all charges and outgoings in respect of the Premises (including, without limitation, electricity, telephone, gas and water supply charges and the costs of obtaining and maintaining such services).

#### 5.4 Procedures Manuals

The Agent:

(a) must comply and procure that each member of its Staff complies with all requirements and standards set out in the Procedures Manuals as if they were

set out in full in this Agreement, provided that, to the extent of any inconsistency, this Agreement shall prevail;

- (b) acknowledges that the Procedures Manuals remain the property of Bendigo and are licensed to the Agent for the term of this Agreement for the Agent's use in conjunction with providing the Products and Services and the operation of the Representative Office;
- (c) acknowledges that Bendigo may, at any time, amend, update or add to the Procedures Manuals including by issuing to the Agent an update (referred to as a "Procedure Manuals Release") or revised Procedures Manuals (including but not limited to, in electronic form) which shall be deemed to be incorporated into the Procedures Manuals on receipt by the Agent of the Procedure Manuals Release;
- acknowledges that, on Bendigo's reasonable request, all Procedures Manuals in the possession, custody or control of the Agent must be returned to Bendigo; and
- (e) must not, and must procure each member of Staff not to, copy the Procedures Manuals by any form of duplication, or adapt, modify or create derivative works of, the Procedures Manuals, without the prior written consent of Bendigo.

#### 5.5 Staff and Training

- (a) The Agent must employ sufficient qualified Staff to effectively conduct the Representative Office and must adequately supervise its Staff.
- (b) The Agent must ensure that each member of Staff is of good fame and character (including, without limitation, each employee undergoing a police check (at the Agent's cost) before commencing employment with the Agent.
- (c) If Bendigo is of the opinion that any member of Staff is not of good character or is otherwise not of sufficient competency to be engaged by the Representative Office, Bendigo will so inform the Agent and the Manager and the Agent must use its best endeavours (within the law) to procure that within 60 days, that member of Staff is no longer engaged by the Agent in the conduct of the Representative Office, unless the Staff member has engaged in fraudulent or dishonest conduct in which case the Agent must ensure (within the law) that, as soon as reasonably practicable, the member of Staff is no longer engaged as an employee or representative of the Agent.
- (d) The Agent must, at the request of Bendigo or the Manager, provide Bendigo or the Manager with a list of all Staff, including all information about each member of Staff which Bendigo or the Manager may reasonably require. The Agent must ensure that as a condition of employment or engagement, each

Staff member consents to the provision to Bendigo or the Manager of Personal Information in respect of the Staff member (including but not limited to the police check required pursuant to clause 5.5(b)).

- (e) In relation to day-to-day operational matters and queries, each member of Staff must report to, and liaise with, the representative of the Manager nominated by Bendigo as being responsible for the Responsible Office's operations.
- (f) The Agent shall pay all costs relating to its Staff including (but not limited to) salaries, wages, bonuses, allowances, premiums payable under the Accident Compensation Act, superannuation guarantee contributions, fringe benefits tax, payments in respect of annual leave, long service leave and sick leave and any Taxes in relation to the Staff (including but not limited to, PAYG, payroll tax and fringe benefits tax).
- (g) Notwithstanding any other term of this Agreement (including any training obligation of Bendigo), the Agent is solely responsible for any Staff and such Staff shall not be employees of Bendigo or the Manager. The Agent acknowledges that Bendigo and the Manager make no representation or warranty that any training they provide is comprehensive and the Agent acknowledges it should not rely exclusively on that training.
- (h) The Agent must procure that each member of Staff attends and undergoes the training set out in the Procedures Manual or as Bendigo or the Manager reasonably requires (including where relevant for the purposes of complying with the financial services law and ASIC's Policy Statement 146). For this purpose, Bendigo may conduct training courses at such times and at such locations as it thinks fit. Bendigo will provide such training at its own cost (limited to the cost of the training itself and not including any travel, accommodation or other costs associated with attendance at the training for five members of the Staff of the Agent. Bendigo may provide such training for additional members of Staff at the Agent's request and at the Agent's cost.
- (i) The Agent must (at its own cost) procure that all members of Staff receive such other training (for example, training in relation to occupational health and safety, discrimination laws, trade practices or any other laws) as reasonably required by Bendigo or the Manager to ensure that all members of Staff are able to fulfil their duties and comply with this Agreement and applicable laws.
- (j) The Agent must, if required by Bendigo or the Manager and unless not reasonably practicable, ensure that the role of each member of Staff is rotated at least once every six months.
- (k) The Agent must ensure that, during the Term no member of Staff is engaged, concerned or interested in (whether directly or indirectly) any business the same as or substantially similar to or in competition with Bendigo's business or

any business concerning the retailing or supplying of products or services similar to the Products and Services other then in properly performing that Staff member's duties in accordance with this Agreement.

## 5.6 Opening Hours

The Agent must operate the Representative Office during the Opening Hours.

#### 5.7 Records

- (a) The Agent must:
  - keep at the Premises true, accurate and complete records of all particulars relating to the Representative Office;
  - (ii) ensure that the records accurately record all particulars relating (directly or indirectly) to the Representative Office;
  - ensure that the records conform to any requirements as to form and content and any other requirement of Bendigo or the Manager;
  - (iv) upon request from Bendigo or the Manager, make available to Bendigo or the Manager the records (or any part of them), or any other reports, documents, sales slips, order forms, records, invoices, calculations and other documentation concerning the Representative Office (including copies of originals of any Tax returns) that Bendigo or the Manager may from time to time reasonably require;
  - (v) preserve and keep available all the records for a period of not less than 7 years from the date of each record's creation or for the duration prescribed by the Deputy Commissioner for Taxation, whichever is the greater; and
  - (vi) if required by Bendigo, provide Bendigo access to the records by providing Bendigo with direct computer access to such records.
- (b) Bendigo may appoint an independent auditor to audit the records. The Agent must comply with any reasonable request of Bendigo or any auditor appointed under this clause in relation to such an audit.

## 5.8 Advertising and Promotion

- (a) The Agent must:
  - actively and diligently promote Bendigo's and the Manager's business and the Representative Office;

- efficiently and effectively offer, market and promote the Products and Services to the public only in the manner prescribed by Bendigo in the Procedures Manuals; and
- (iii) use its best endeavours in the conduct of the Representative Office to promote the mutual interests of Bendigo, the Manager and the Agent.
- (b) The Agent authorises Bendigo to make reasonable enquiries of the Agent, customers, bank and trade creditors concerning the Agent and the Representative Office. The Agent hereby consents and directs such persons to provide Bendigo with any information and copies of any documents reasonably required by Bendigo. Bendigo agrees that if such information is confidential Bendigo must keep it confidential unless required to disclose it in order to comply with any applicable law, regulation or legally binding order of the court, government agency or administrative or judicial body.
- (c) The Agent must only offer, market, provide and sell Products and Services approved and promoted by Bendigo and such Products and Services must be only offered, marketed, provided and sold in the manner specified by Bendigo in the Procedures Manuals or elsewhere. The Agent must not, without the written approval of Bendigo, make any changes or alterations to the Products or Services.

## 5.9 Cash and other Property

The Agent acknowledges that the cash and any other property held by the Agent on behalf of the Manager remains the property of the Manager at all times.

#### 5.10 Communication

The Agent must, if required by Bendigo or the Manager, at its own expense install and operate at the Premises at least one incoming line for each of a telephone, a facsimile machine and a computer modem.

## 5.11 Computer System

- (a) The Agent must, if required by Bendigo or the Manager, at the expense of the Agent:
  - to assist in the conduct of the Representative Office, install and operate a computer system appropriate for the conduct of the Representative Office and approved by Bendigo; and
  - (ii) ensure that there is an appropriate communication link (acceptable to Bendigo) between the Agency's computer system and Bendigo to enable the efficient operation of the Representative Office.

(b) Bendigo shall, subject to any conditions Bendigo may reasonably impose, grant to the Agent access to such of Bendigo's computer systems as may be necessary or desirable for the purpose of the performance by either Bendigo or the Agent of any their obligations under the Agreement.

#### 5.12 Insurance

- (a) Subject to clause 4.5, the Agent must, at its own cost, take out and maintain insurance with respect to the Representative Office as required by Bendigo and on terms and conditions approved by Bendigo, including, public liability insurance of an amount not less than the amount set out in Item 12 of the Schedule.
- (b) If the Agent fails or refuses to maintain the insurance coverage required by Bendigo under this clause 5.12, or fails or refuses to furnish satisfactory evidence thereof, Bendigo, at its option, will be entitled to obtain such insurance coverage on behalf of the Agent. The Agent agrees to reimburse Bendigo on demand the premiums paid by Bendigo for such insurance.
- (c) The Agent must provide to Bendigo or the Manager certificates of currency in respect of all insurance taken out by it and any other details of the insurance which Bendigo requires.
- (d) Bendigo may, from time to time, increase the minimum insurance limits and require different or additional types of insurance (including professional indemnity and fidelity insurance) to reflect changes in insurance standards, normal business practices and other relevant circumstances.
- (e) The Agent must comply with the terms of all insurance taken out by it and by Bendigo under clause 4.5.
- (f) The Agent must ensure that Bendigo or the Manager is named as an additional named insured in respect of all insurances taken out by the Agent under this clause 5.12.

#### Financial Services

## 6.1 Appointment as Authorised Representative

Bendigo will, to the extent permitted by law and in accordance with section 916A of the Corporations Act, give the Agent an authorisation to provide the Authorised Services.

#### 6.2 Authorised Acts

The Agent agrees that it will not provide any financial services on behalf of Bendigo other than the Authorised Services. In particular the Agent agrees that it will not on behalf of Bendigo provide any person with financial product advice. The Agent also

agrees that it will not provide any financial services on behalf of Bendigo in relation to financial products which are not on the Approved Products List.

#### 6.3 Not Act as Principal

The Agent agrees not to do any act which would cause the Agent to be required to hold an AFSL.

#### 6.4 Amendment of Authorisation

- (a) Bendigo can vary or revoke the authorisation in clause 6.1 at any time by giving written notice to the Agent.
- (b) If the authorisation in clause 6.1 is revoked, the Agent must immediately cease providing any financial services on behalf of Bendigo.
- (c) If the authorisation in clause 6.1 is varied, the Agent must immediately cease providing any financial services on behalf of Bendigo which, as a result of the variation, are no longer covered by the authorisation.

#### 6.5 Holding Out

The Agent must not represent to any person or do anything that may result in a person believing that the Agent:

- (a) is the holder of an AFSL;
- (b) is an employee of Bendigo or the Manager; or
- (c) is in a partnership or joint venture with Bendigo or the Manager.

#### 6.6 Provision of Authorisation

The Representative must, upon request by any person, provide a copy of the authorisation referred to in clause 6.1 free of charge as soon as practicable and at the latest within 10 business days of receiving the request.

#### 6.7 Financial Services Law

Despite anything else contained in this Agreement, the Agent must at all times comply with all of the provisions of the financial services law and the law generally where the Agent provides financial services to customers under this Agreement.

## 6.8 Sub-Authorised Representatives

6.8.1 Where the Agent is a company, Bendigo consents to the Agent in its capacity as an authorised representative of Bendigo, appointing Staff as authorised representatives of Bendigo in accordance with section 916B of the Corporations Act to provide all or any of the Authorised Services, subject to

satisfying the following conditions in respect of each proposed Sub-Authorised Representative:

- the appointment must not authorise the proposed Sub-Authorised Representative to provide financial services that are not included in the Authorised Services;
- (b) the Agent has, in accordance with the Procedures Manual, conducted a police check for that proposed Sub-Authorised Representative that shows that the proposed Sub-Authorised Representative has not been convicted of an offence and has provided a copy of that police check to Bendigo;
- (c) the Agent has obtained, in accordance with the Procedures Manual, character references for the proposed Sub-Authorised Representative and confirms in writing to Bendigo, that the character references are of a satisfactory standard;
- (d) the Agent has ensured that the proposed Sub-Authorised Representative has completed the training set out in the Procedures Manual (including any training required to comply with the financial services law or ASIC's Policy Statement 146);
- (e) the Agent has complied with any other requirements of the Procedures Manual in respect of the appointment of Sub-Authorised Representatives; and
- (f) the Agent will ensure that the proposed Sub-Authorised Representative has entered into a Sub-Authorised Representative Agreement in the form contained in Annexure A or as otherwise required by Bendigo;
- (g) the proposed Sub-Authorised Representative:
  - (i) is not the holder of an AFSL;
  - is not and has not been the subject of a banning or disqualification order under the Corporations Act;
  - (iii) has not had an AFSL, a dealers licence, or investment advisers licence or its equivalent revoked or varied at the instigation of ASIC;
  - (iv) is not insolvent, convicted of fraud or similar offences;
- (h) the proposed Sub-Authorised Representative is either:
  - not the representative of any holder of an AFSL other than Bendigo or a related body corporate of Bendigo; or

- (ii) the representative of one or more holders of an AFSL ("the other AFSL holders") other than Bendigo or a related body corporate of Bendigo and:
  - (A) Bendigo has consented in writing to the proposed Sub-Authorised Representative being the authorised representative of the other AFSL holders; and
  - (B) the other AFSL holders have consented (and, prior to the appointment of the proposed Sub-Authorised Representative, Bendigo has been provided with copies of such consents) to the proposed Sub-Authorised Representative being the authorised representative of Bendigo.

Any appointment purported to be given contrary to this clause 6.8 has no force or effect.

- 6.8.2 Where the Agent is not a company (i.e. an individual):
  - the Agent must not appoint a Sub-Authorised Representative unless express authority in writing is provided by Bendigo.
  - (b) Where the Agent is not a company (i.e. an individual) the Agent may ask Bendigo to appoint Staff as Bendigo Appointed Authorised Representatives.
  - (c) Prior to asking Bendigo to appoint a Bendigo Appointed Authorised Representative, the Agent must satisfy the following conditions:
    - (i) the Agent has, in accordance with the Procedures Manual, conducted a police check for that proposed Bendigo Appointed Authorised Representative that shows that the proposed Bendigo Appointed Authorised Representative has not been convicted of an offence and has provided a copy of that police check to Bendigo.
    - (ii) the Agent has obtained, in accordance with the Procedures Manual, character references for the proposed Bendigo Appointed Authorised Representative and confirms in writing to Bendigo, that the character references are of a satisfactory standard;
    - (iii) the Agent has ensured that the proposed Bendigo Appointed Authorised Representative has completed the training set out in the Procedures Manual (including any training required to comply with the financial services law or ASIC's Policy Statement 146);

- (iv) the Agent has complied with any other requirements of the Procedures Manual or Bendigo in respect of the appointment of a Bendigo Appointed Authorised Representatives; and
- (v) that the proposed Bendigo Appointed Authorised Representative:
  - A. is not the holder of an AFSL;
  - is not and has not been the subject of a banning or disqualification order under the Corporations Act;
  - has not had an AFSL, a dealers licence, or investment advisers licence or its equivalent revoked or varied at the instigation of ASIC;
  - D. is not a bankrupt, convicted of fraud or similar offences;
- (vi) that the proposed Bendigo Appointed Authorised Representative is either:
  - not the representative of any holder of an AFSL other than Bendigo or a related body corporate of Bendigo; or
  - B. the representative of one or more holders of an AFSL ("the other AFSL holders") other than Bendigo or a related body corporate of Bendigo and:
  - C. Bendigo has consented in writing to the proposed Bendigo Appointed Authorised Representative being the authorised representative of the other AFSL holders; and
  - D. the other AFSL holders have consented (and, prior to the appointment of the proposed Bendigo Appointed Authorised Representative, Bendigo has been provided with copies of such consents) to the proposed Authorised Representative being the authorised representative of Bendigo.
- 6.8.3 The appointment of Staff as Bendigo Appointed Authorised Representatives is solely at the discretion of Bendigo and Bendigo may refuse to appoint staff as it reasonably sees fit and the Agent acknowledges that Bendigo is not required to give reasons for any such refusal.
- 6.9 Appointment of Staff

The Agent must ensure that only Staff appointed as authorised representatives of Bendigo in accordance with clause 6.8 provide all or any of the Authorised Services.

#### 6.10 Withdrawal of consent

Bendigo can withdraw its consent under clause 6.8 at any time by giving written notice to the Agent.

## 6.11 Revocation or modification of appointment

- (a) Each of Bendigo and the Agent can revoke or modify the appointment of a Sub-Authorised Representative by giving written notice to the Sub-Authorised Representative at any time and agree to advise each other as soon as practicable and in any event within 2 business days of such revocation or modification.
- (b) Where the Agent is not a company (i.e. an individual) and a Bendigo Appointed Authorised Representative has been appointed pursuant to clause 6.8 the Agent acknowledges that Bendigo may revoke or modify the appointment of the Bendigo Appointed Authorised Representative by giving written notice to the Bendigo Appointed Authorised Representative and the Agent at any time.

## 6.12 Notification of Sub-Authorised Representatives

- (a) The Agent must, within 10 business days of appointing a Sub-Authorised Representative or any period required by the Act (whichever is the lesser):
  - Advise Bendigo as outlined in the Procedures Manual, written notice setting out:
    - (A) the name and business address of the Sub-Authorised Representative;
    - (B) details of the authorisation, including the date on which it was made and what the Sub-Authorised Representative is authorised to do on behalf of Bendigo;
- (b) The Agent must, in accordance with any requirements of the Act, notify Bendigo within 10 business days or any period required by the Act (whichever is the lesser) if there is a change in any of the details provided in the notice referred to in (a).
- (c) The Agent must, in accordance with any requirements of the Act, notify Bendigo within 10 business days or any period required by the Act (whichever is the lesser) if it revokes the authorisation of any Sub-Authorised Representative.

(d) Where the Agent is not a company (i.e. an individual) the Agent must, in accordance with any requirements of the Act, notify Bendigo within 10 business days or any period required by the Act (whichever is the lesser) if there is a change in any of the details, including but not limited to the termination of employment for whatever reason, of a Bendigo Appointed Authorised Representative.

#### 6.13 Compliance

The Agent will ensure that all Sub-Authorised Representatives or Bendigo Appointed Authorised Representatives comply with:

- this Agreement as if the Sub-Authorised Representative or the Bendigo Appointed Authorised Representatives was the Agent;
- (b) any direction of Bendigo given to or communicated to the Agent as if the Sub-Authorised Representative or the Bendigo Appointed Authorised Representative was the Agent; and
- (c) the Procedures Manuals.

#### 6.14 Intellectual Property

- (a) The Agent acknowledges and agrees that Bendigo owns all the intellectual property rights in the Intellectual Property.
- (b) The Agent must use the Intellectual Property only in the manner prescribed by Bendigo from time to time (whether in the Procedures Manuals or by any other means).
- (c) The Agent must not alter the Intellectual Property without the prior written approval of Bendigo and the Agent must not interfere with, or attempt to prohibit the use or registration by Bendigo of, any of Bendigo's Intellectual Property.
- (d) The Agent's right to use any of the Intellectual Property under this Agreement shall cease immediately upon termination of this Agreement.

#### Compliance with Other Legislative Requirements

## 7.1 National Consumer Credit Protection Act 2010

- (a) The Agent acknowledges and agrees that the only credit activities it will engage in are referral activities which are exempt from the operation of section 29 of the National Consumer Credit Protection Act 2010 under regulation 25(5) of the National Consumer Credit Protection Regulations 2010; and in particular the Agent:
  - (i) will only engage in credit activities on behalf of Bendigo;

- (ii) will only inform customers that Bendigo is able to provide a particular credit activity or a class of credit activities;
- (iii) will give Bendigo the customer's name and contact details within 5 business days after informing the customer that Bendigo is able to provide a particular credit activity or a class of credit activities;
- (iv) will give Bendigo a short description of the purpose for which the customer may want a provision of credit or a consumer lease (if the Agent knows the purpose);
- (v) at the time the Agent informs customers that Bendigo is able to provide a particular credit activity or a class of credit activities, will disclose to the customer:
  - any benefits, including commission, that the Agent, or an associate of the Agent, may receive in respect of the activity;
     and
  - any benefits, including commission, that the Agent, or an associate of the Agent, may receive that are attributable to the activity;
- (vi) will not require the customer to pay any fee to any person in relation to the Agent giving to Bendigo the customer's name;
- (vii) will obtain the customer's consent to the Agent giving Bendigo the customer's name and contact details;
- (viii) will only engage in a business in the Premises that is not principally making contact with persons for the purpose of giving their names or other details to another person; and
- (ix) will not conduct business other than from the Premises.
- (b) The Agent warrants that at the date of this Agreement it is not banned from engaging in credit activities under any law. If the Agent is banned from engaging in credit activities, the Agent will immediately:
  - (i) cease engaging in credit activities; and
  - (ii) notify Bendigo of the ban.

## 7.2 Other laws

The Agent acknowledges that:

- (a) on behalf of Bendigo it will comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 and related rules;
- (b) it is bound by and must and will comply with various obligations and confidentiality requirements imposed on it in relation to tax file numbers and other obligations prescribed pursuant to the *Income Tax Assessment Act* 1936, the *Income Tax Assessment Act* 1997, the *Taxation Administration Act* 1953 and taxation and similar legislation and regulations;

- (c) it must and will comply with and is responsible for ensuring that its Staff comply with the Sex Discrimination Act 1974, the Racial Discrimination Act 1985, the Disability Discrimination Act 1992 and the Equal Opportunity Act 1995; and
- (d) it must and will comply with all other laws, legislation and regulations applicable to the operation of the Representative Office pursuant to this Agreement.

## 8. Non-Competition

- (a) The Agent undertakes to Bendigo that, other than as permitted under this Agreement, it must not during the Term and for a period of:
  - (i) one year after the Term;
  - (ii) one year after the first anniversary of the Term; and
  - (iii) one year after the second anniversary of the Term;

and within:

- (i) Australia;
- (ii) the State of Australia in which the Premises is situated;
- (iii) 100 kilometres of the Premises;
- (iv) 25 kilometres of the Premises; and
- (v) 15 kilometres of the Premises,

do any one or more the following, without Bendigo's prior written consent:

- (A) be directly or indirectly engaged, concerned or interested whether on its own account or as a member, shareholder, consultant, agent, employee, beneficiary, trustee or otherwise and any enterprise, corporation, firm, trust, joint venture or syndicate which is engaged, concerned or interested in or carrying on any business the same as or substantially similar to or in competition with the business of Bendigo or which is engaged, concerned or interested in or carrying on any retailing or supplying of products and services similar to the Products or Services;
- on its own account for any person, enterprise, firm, trust, joint venture or syndicate entice away any customer from Bendigo;

- on its own account for any person, enterprise, firm, trust, joint venture or syndicate entice away any employee of Bendigo, without the prior written consent of Bendigo; or
- (D) personally or by its employees or agents or by circulars, letters or advertisements whether on its own account or for any other person, enterprise, firm, trust, joint venture or syndicate interfere with the business of Bendigo or divulge or disclose any personal information concerning the business of Bendigo or Bendigo or any of their respective dealings, transactions or affairs.
- (b) The Agent acknowledges that each of the prohibitions and restrictions contained in the provisions of clause 8(a):
  - must be read and construed and will have effect as a separate, separable and independent prohibition or restriction and will be enforced accordingly;
  - (ii) is reasonable as to period, territorial limitation and subject matter; and
  - (iii) confers a benefit on Bendigo which is no more than that which is reasonably and necessarily required by Bendigo for the maintenance and protection of Bendigo.
- (c) It is the intention of the parties that all combinations of the prohibitions and restrictions will apply and be enforceable and that only those which a court, in an exercise of its discretion, may hold to be an unreasonable restraint of a trade will be severed.

#### 9. Termination

## 9.1 Material Breach

Bendigo may terminate this Agreement immediately by giving written notice to the Agent upon the occurrence of the following:

- (a) fraudulent conduct by the Agent or any Staff member of the Agent in connection with the Representative Office including:
  - a wilful and material falsification or error by the Agent of any report, statement or other written data furnished to Bendigo; or
  - (ii) a wilful deception of customers by the Agent in connection with the operation of the Representative Office;
- (b) the Agent becomes bankrupt, insolvent under administration or an externally administered body corporate including, without limitation:

- the Agent has an administrator or controller appointed over all or any of its assets or undertakings under the Act or any step preliminary to the appointment of an administrator or controller is taken; or
- (ii) the Agent has an application or order made, a proceeding commenced, a resolution passed or proposed in a notice of meeting, an application to a court made or other steps taken in respect of the winding up, deregistration or dissolution or for it to enter into an arrangement or compromise with its creditors;
- (c) the conviction of the Agent or any Staff member of the Agent of a serious offence;
- (d) the Agent operates the Representative Office in a way that endangers public health or safety;
- (e) the Agent voluntarily abandons the Representative Office;
- (f) the Agent materially breaches the Procedures Manuals;
- (g) there is a change in control of the underlying ownership of the Agent or the Agent's interest in this Agreement;
- (h) where the Agent is an individual, the agent dies or becomes unsound or in the reasonable opinion of Bendigo is unable to perform its obligations under this Agreement; or
- (i) the Agent unlawfully terminates this Agreement.

#### 9.2 Breach

Without limiting the application of the other provisions of this clause 9, if the Agent commits a breach of this Agreement and such breach is not remedied within 7 days after Bendigo serves written notice on the Agent containing the following:

- (a) notice of such breach to the Agent;
- (b) advice of the action required to be taken by the Agent to remedy the breach (if the breach is capable of remedy) including, but not limited to, the Agent ensuring that a Staff member who engages in conduct described in clause 9.4 or otherwise breaches this Agreement ceases to be employed or involved in the operation of the Representative Office; and
- (c) notice of the Bendigo's intent to terminate the Agreement unless the breach is remedied within 7 days,

Bendigo may summarily terminate this Agreement by giving written notice of such termination to the Agent.

#### 9.3 Repeated Breach

If in any 12 month period:

- (a) Bendigo serves on the Agent at least one notice under this clause 9 in relation to a breach of this Agreement; and
- (b) the Agent commits the same breach of this Agreement within the same 12 month period,

if such breach is not remedied within two Business Days after Bendigo serves a written notice on the Agency containing the following:

- (c) notice of such breach to the Agent;
- advice of the action required to be taken by the Agent to remedy the breach (if the breach is capable of remedy); and
- notice of Bendigo's intent to terminate the Agreement unless the default is remedied within two business days',

Bendigo may terminate this Agreement by giving written notice of such termination to the Agent notwithstanding that the breach has been remedied.

#### 9.4 Reputation and Goodwill

Without limiting the application of the other provisions of this clause 9, Bendigo may immediately terminate this agreement if the Agent or a Staff member of the Agent carries on the Representative Office in a manner that harms or adversely effects, or may harm or adversely affect materially, the good name, good reputation or goodwill of the Representative Office, Bendigo, the Manager, or Bendigo's business (including the Manager's business), including;

- (a) the Agent (or a Staff member of the Agent) engages in misleading or deceptive conduct in relation to the operation of the Representative Office; or
- (b) the reputation or behaviour of the Agent or a Staff member of the Agent is such that if they remain in the Representative Office, it may harm or adversely effect the good name, good reputation or goodwill of the Representative Office, Bendigo, the Manager, or Bendigo's business (including the Manager's business).

#### 9.5 Performance

Without limiting the application of the other provisions of this clause 9, Bendigo may terminate this Agreement immediately if financial performance levels set and notified to the Manager by Bendigo or the Manager in relation to the performance of the

Agent and notified to the Agent are not met by the Agent within a 12 month period of the Agent being notified.

#### 9.6 Termination without Cause

- (a) Notwithstanding anything else contained in the Agreement but subject to clause 9.6(b), any party may terminate this Agreement by giving the other parties notice in writing with, termination to be effective on the last Business day of the calendar month following the month in which the notice was served.
- (b) The Manager may only give notice under 9.6(a), if it has provided notice of its intention to terminate this Agreement to Bendigo at least 5 business days prior to giving notice under clause 9.6(a).

#### 9.7 Clauses Survive Termination

The obligations of the Agent and provision of this Agreement which are capable of being performed or taking effect after termination of this Agreement shall remain in full force and effect and be binding on the Agent despite termination.

#### 10. Confidentiality

- (a) The Agent must hold and procure that its Staff members hold the Confidential Information in strict confidence and must not and procure that its Staff members must not disclose any of the Confidential Information to any person except in accordance with this clause 10 or in any other case, on receiving the prior written consent of Bendigo.
- (b) The Agent must not and procure that its Staff members do not make any use of the Confidential Information or any part of it accept for the operation of the Representative Office in accordance with the terms of this Agreement and, in any event, must not make any use of the Confidential Information or any part of it to the competitive disadvantage of Bendigo or the Manager.
- (c) Provisions of this clause do not apply to:
  - information after it becomes generally available to the public other than because of a breach of this Agreement;
  - the disclosure of information in order to comply with any applicable law or legally binding order of any court, government agency, or administrative or judicial body; or
  - (iii) the use or disclosure of information after the Agent has received or receives it from a third person legally entitled to request the information and provide it to the Agent, if the use or disclosure accords with the rights or permission lawfully granted to the Agent by that third person.

- (d) The Agent may not disclose the Confidential Information to third parties (other than its Staff members) unless:
  - the disclosure is necessary for the operation of the Representative
     Office in accordance with this Agreement; and
  - (ii) the Agent obtains the consent of Bendigo and the Agent discloses to the third party the Agent's confidentiality obligations of this Agreement and the third party agrees to keep, and the Agent procures that the third party keep the Confidential Information disclosed to them confidential.
- (e) The Agent must immediately on termination of this Agreement or on demand by Bendigo or the Manager:
  - (i) return to Bendigo or the Manager all documents, reports, notes, computer media and other material which record, contain or relate in any way to the Confidential Information or Intellectual Property and which were provided to or obtained by the Agent or prepared or made by or for or on behalf of the Agent as a result of or in connection with the operation of the Representative Office under this Agreement;
  - (ii) delete entirely and permanently all of the Confidential Information from every computer disc or electronic facility of any type owned or used by the Agent or permitted third parties; and
  - (iii) despite anything else in this Agreement, cease to make use of the Confidential Information or any part of it.

The obligations and restrictions imposed under this clause 10 continue after the termination of this Agreement.

#### 11. Warranties

The Agent warrants to Bendigo and the Manager that:

- the Agent has the power and capacity to enter into this Agreement and to perform fully its obligations under this Agreement;
- (b) all information provided by the Agent to Bendigo to enable Bendigo to assess the Agent's application to become an agent and authorised representative of Bendigo is true and correct and not misleading or deceptive in any particular;
- this Agreement is a valid and binding obligation enforceable in accordance with its terms;
- (d) the Agent has read and considered this Agreement;

- (e) the Agent has made its own enquiries, and sought its own advice, regarding this Agreement;
- (f) the Agent has not relied on any representations or warranties made on behalf of Bendigo or the Manager other than those contained in this Agreement;
- (g) the Agent and no employee or agent of the Agent have ever been suspended or banned from acting as an Authorised Representative of the holder of an AFSL or from acting as a proper authority holder of the holder of a licence issued under the old Corporations Act and, if it has, such suspension or ban has been disclosed to Bendigo;
- (h) the Agent has never been guilty of fraud;
- (i) the Agent has never been guilty of an indictable offence;
- the Agent has never been declared bankrupt or entered into a formal scheme
  of arrangement with creditors under bankruptcy law or, if the Agent is a body
  corporate, the Agent has never become insolvent under administration or an
  externally administered body corporate;
- it will not provide (or agree to provide) any financial services on its own behalf or on behalf of any other person except in accordance with this Agreement;
- (I) the Agent is only currently an Authorised Representative of the AFSL holders described in Item 10 of the Schedule who have all consented in writing to the provision of financial services by the Agent under this Agreement and the Agent has provided a copy of any such consents to Bendigo; and
- (m) the Agent will not become a representative or Authorised Representative of the holder of another AFSL or holder of a licence issued under the old Corporations Act without the prior written consent of Bendigo.

## Privacy Act

#### 12.1 Privacy

The Agent warrants to Bendigo and the Manager that in relation to any Personal Information the Agent discloses to Bendigo or the Manager in connection with this Agreement:

- (a) the individual to whom the information relates has been made aware of the identity of Bendigo and the Manager and of any other matter of which Bendigo, the Manager and the Agent are required to inform an individual about from whom it collects information; and
- (b) that the disclosure of the Personal Information and its use by Bendigo and the Manager is authorised by or under the *Privacy Act* 1988.

## 12.2 Collection Disclosure, Storage, etc

In relation to any Personal Information collected by the Agent in connection with this Agreement, the Agent must collect, store, transfer or handle the information in accordance with National Privacy Principles set out at Schedule 3 to the *Privacy Act* 1988.

#### 13. GST

- (a) Bendigo and the Agent agree that consideration payable by Bendigo for supplies made by the Agent to Bendigo under this Agreement are expressed as a GST exclusive amount.
- (b) If any of the supplies made by the Agent to Bendigo under this Agreement are Taxable Supplies, Bendigo must, in addition, pay to the Agent the GST payable in respect of those Taxable Supplies.
- (c) Bendigo may issue a Recipient Created Tax Invoice for the Taxable Supply.
- (d) The Agent warrants that it is registered or required to be registered under the GST Act.

#### 14. Indemnity

- (a) The Agent indemnifies Bendigo and the Manager and keeps Bendigo and the Manager indemnified from and against all liabilities, claims, demands, causes of action, losses, damages, costs and expenses of whatever nature which any person may make against Bendigo or the Manager or which Bendigo or the Manager may incur or suffer as a result of or in connection with or incidental to:
  - (i) the performance or non-performance by the Agent or by a member of Staff of its or their obligations under this Agreement or of a Staff member's duties or functions as a member of Staff:
  - (ii) a failure to by the Agent to comply with the Procedures Manual or any requirement or direction given to the Agent by Bendigo under clause 5.1(c);
  - (iii) the conduct of the Agent or the Representative Office;
  - (iv) the activities of the Agent and the Staff on or near the Premises; or
  - (v) any unauthorised act, default, dishonesty, negligent act or omission or fraudulent conduct of the Agent or of any agent, member of Staff or officer of the agent, including (without limitation) such conduct in relation to fraudulent transactions taking place in the course of the operations of the Representative Office.

- (b) Despite anything else contained in this Agreement, the Agent shall not be liable for any losses to Bendigo or the Manager resulting from an armed holdup or burglary of the Representative Office provided that the Agent complies fully with the Procedures Manuals and the loss is not due to the fraudulent conduct or negligence of the Agent, a member of Staff or officer of the Agent.
- (c) The parties agree that the indemnities provided in this clause 14 survive or continue after termination.

## 15. Exclusion of Implied Terms

The Agent's attention is drawn to the provisions of the *Trade Practices Act* 1974 and any and all corresponding legislation in any State or Territory which has the effect of implying conditions or warranties in certain contracts and which also give parties to those contracts certain other rights against suppliers. Where the effect of such laws in such conditions or warranties (or other rights are implied or given in respect of this Agreement and it is not lawful or possible to exclude them), then such conditions, warranties or other rights shall (but only to the extent required by law) apply to this Agreement but all other such implied conditions, warranties and rights are excluded.

#### Relationship

- (a) Nothing in this Agreement shall be construed as establishing a relationship of employer and employee between any of the parties nor as creating a partnership between any or all of the parties and the relationship between Bendigo and the Agent shall at all times be that of principal and agent and not otherwise should any provision of this Agreement be inconsistent with this clause, this clause shall prevail to the extent of any inconsistency.
- (b) No party may, without procuring another party's prior written consent:
  - in any manner charge, or purport to charge, the assets of that other party; or
  - (ii) have the authority to complete a binding contract on behalf of that other party, or in any way bind or purport to bind that other party to contract with any person.

#### 17. Notices

- (a) A notice required or permitted to be given by one party to another under this Agreement shall be in writing and shall be treated as being duly given and received if it is:
  - (i) delivered personally to that other party;
  - (ii) left at that other party's address;

- (iii) sent by pre-paid mail to that other party's address; or
- (iv) transmitted by facsimile to that other party.
- (b) A notice given to a party shall be duly given and received:
  - (i) when delivered (in the case of it being delivered personally or left at that party's address) provided that a notice delivered after 5.00 p.m on any day or on a day which is not a Business Day shall be treated as having been duly given and received at 9.00 am on the next Business Day;
  - (ii) on the third Business Day after posting (in the case of it being sent by pre-paid mail); and
  - (iii) on the day of transmission (if given by facsimile and no intimation having been received that the notice has not been received, whether that intimation comes from that party or from the operation of facsimile machinery or otherwise), provided that a notice transmitted after 5.00 p.m on any day or on a day which is not a Business Day shall be treated as having been duly given and received at 9.00 am on the next Business Day.
- (c) For the purposes of this clause, the address of a party is the address set out in Item 11 of the Schedule or another address of which that party may from time to time give notice to each other party.

#### 18. Entire Agreement

- (a) Subject to clause 18(b) this Agreement and any other document contemplated by this Agreement constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.
- (b) To the extent of any inconsistency between this Agreement and the Franchise Agreement regarding the rights and obligations between Bendigo and the Manager, the Franchise Agreement prevails and takes precedence.

## 19. Variation

This Agreement shall not be varied except by a document in writing signed by all of the parties.

#### 20. Waiver

(a) The failure, delay, relaxation or indulgence on the part of a party in exercising any power, right or remedy conferred upon that party by this Agreement shall

not operate as a waiver of that power, right or remedy, nor shall the exercise or any single or partial exercise of any power, right or remedy preclude any other or further exercise of such power, right or remedy or the exercise of any other power, right or remedy under this Agreement.

(b) Any waiver of a breach of this Agreement shall be in writing signed by the party granting the waiver and shall be effective only to the extent specifically set out in that waiver.

## 21. Severability

If any provision of this Agreement is invalid or not enforceable in accordance with its terms in any jurisdiction, it is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

#### Costs and Expenses

- (a) The Agent must pay all stamp, transaction, registration and other duties and taxes including, but not limited to, any fines and penalties which may be payable or determined to be payable in relation to the execution, delivery or performance of this Agreement.
- (b) Subject to sub-clause 22(a), each party must pay that party's own costs and expenses in respect of the negotiation, preparation, execution, delivery and stamping of this Agreement and any documents entered into pursuant to or in respect of this Agreement.

## 23. Mediation / Dispute Resolution

## 23.1 Dispute

If any dispute arises between the parties to the Agreement as to the construction of this Agreement or as to any matter or thing of whatever nature arising from this Agreement, this dispute must, unless resolved within 21 days from the date on which a notice of dispute is given by a party be referred to a mediator who is agreed on by the parties, or if the parties are unable to agree on a mediator within seven days, a mediator appointed by the President of the Law Institute of Victoria from time to time provided that the mediation is commenced within seven days of the referral or such later time as agreed by the parties.

#### 23.2 Courts

Nothing in this clause 23 shall prevent a party at any time from issuing court proceedings seeking urgent injunctive or declaratory relief.

## 24. Assignment

## 24.1 Bendigo

Bendigo may, at law or in equity, assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior consent of the Agent or the Manager.

## 24.2 Agent

The Agent must not, at law or in equity, assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Bendigo.

## 24.3 Manager

The Manager must not, at law or in equity, assign, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Bendigo.

## Prior Agreements

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled from the Commencement Date but without prejudice to any rights which have accrued to any of the parties.

## Further Assurances

Each party shall sign, execute, deliver and do and shall procure that each of its officers, employees and agents signs, executes, delivers and does, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

## 27. No Merger

The rights and obligations of the parties in respect of agreements, indemnities, covenants and warranties contained in this Agreement shall remain in full force and effect, be continuing agreements, indemnities, covenants and warranties and not be merged or extinguished by or upon termination of, or completion of any obligations under, this Agreement.

# 28. Counterparts

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

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# 29. Time of the Essence

Time is of the essence of this Agreement in all respects.

# 30. Governing Law

This Agreement is governed by the laws of the State of operation. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there is connection to matters concerning the Agreement.

Page 34

	SIGNED for and on behalf of	
	Bendigo and Adelaide Bank Limited	
	By an officer duly authorised to enter into	
	this agreement:	
	Goodsiles	
		Signature of Authorised Officer
	Jodie Giles	Name in full (printed)
	Senior Manager Group Agencies	Title
	30 September 2020	Date
	In the presence of:	· · · · · · · · · · · · · · · · · · ·
	Wa. 201	Witness
	Natalie Rodwell	Name in full (printed)
	<b>EXECUTED</b> by <b>THE MANAGER</b> in accordang signed by the following officer(s):	ce with the Corporations Act 2001 by being
		Community Bank Director
		Community Bank Director/Company Secretary
		* *
	[If the Agent is a corporation]	ā
40	<b>EXECUTED</b> by <b>THE AGENT</b> in accordance with by the following officer(s):	th the Corporations Act 2001 by being signed
\\\\\ ale	3	Ken Ross – General Manager
		Page 35

# Schedule

Item 1:

30 September 2020

Item 2:

Agent - 4027

Wentworth Shire Council

ABN 96 283 886 815

26-28 Adelaide Street

Wentworth, NSW 2648

Item 3:

Manager

Wentworth District Capital Limited

ABN 76 085 989 804

36-38 Darling Street

Wentworth, NSW 2648

Item 3A:

Franchise Agreement

The franchise agreement between Bendigo and the Manager dated

21 May 2019

Item 4:

Commencement Date

To Be Confirmed

Item 5:

Premises

26-28 Adelaide Street

Wentworth, NSW 2648

## Item 6: Remuneration

## Bendigo Deposit products

## a. Commission:

 Bendigo shall pay to the Agent a commission on the average monthly deposit balance, calculated on the average daily balance in savings accounts and demand deposit accounts, held by the Agent on behalf of Bendigo at the following rates:

\$0 to \$100,000	Nil
\$100,000 to \$500,000	0.25% per year
\$500,000 to \$1,000,000	0.38% per year
\$1,000,000 and over	0.50% per year

Bendigo will pay to the Agent a monthly commission on the average monthly amount of term deposits held by the Agent on behalf of Bendigo at the following rates:

\$0 to \$100,000	Nil
\$100,000 to \$500,000	0.25% per year
\$500,000 to \$1,000,000	0.25% per year
\$1,000,000 & over	0.25% per year

3. If the Agent holds savings accounts, demand deposit accounts and term deposits on behalf of Bendigo, then the following formula will apply:

## Where:

- (A) the average monthly deposit balance, calculated on the average daily balance in savings accounts and demand deposit accounts, held by the Agent on behalf of the Agent is less than \$1,000,000 ("Monthly Average Deposit Accounts"); plus
- (B) the average monthly amount of term deposits held by the Agent on behalf of Bendigo ("Monthly Average Term Deposits");

exceeds \$1,000,000, then Bendigo will pay to the Agent a monthly commission as follows:

- a commission of 0.50% per year multiplied by the Monthly Average Deposit Accounts; plus
- (D) a commission of 0.25% per year multiplied by the Monthly Average Term Deposits.
- If the Agent is paid a monthly commission under paragraph 3 above, Bendigo will not pay the Agent a monthly commission under either or both of paragraphs 1 and 2 above.

- Bendigo shall pay to the Agent a transaction fee at the rate of \$0.75 per financial transaction irrespective of the amount, as recorded by Bendigo's Retail Financial System (RFS).
- Bendigo shall pay to the Agent Ten Dollars (\$10.00), for all new Bendigo deposit accounts, excluding the Ethical Investment account.

## 7. Incentive:

Bendigo shall pay an "incentive" to the Agent on the following basis:

Average monthly deposit balance between:

\$500,000 to \$750,000	\$20.00 per week
\$750,000 to \$1,000,000	\$50.00 per week
\$1,000,000 to \$1,250,000	\$60.00 per week
\$1,250,000 to \$1,500,000	\$70.00 per week
\$1,500,000 to \$1,750,000	\$80.00 per week
\$1,750,000 to \$2,000,000	\$90.00 per week
\$2,000,000 and over	\$100.00 per week

## 8. Loan Remuneration:

Bendigo will pay to the Agent a commission for referring mortgage loans, home equity line of credit, personal loans, business/commercial loans, business overdrafts and credit cards, which are drawn down.

Commission will be calculated on the following basis:

Mortgage Loan

Home Equity Line of Credit
Personal Loan
Business/Commercial Loan
Business Overdrafts
Credit Cards

0.20% of the approved loan amount drawn down
0.20% of the approved credit limit
0.20% of the approved loan amount drawn down

## 9. Communication Allowance:

Bendigo shall pay to the Agent an annual telephone allowance according to the proximity of the parent branch at the following rates:

Local under 30kms	\$150.00 per year	
STD over 30kms - under 100kms	\$300.00 per year	
STD over 100kms	\$450.00 per year	

## ii. Other Entities

## Commission:

Bendigo shall pay the Agent on behalf of the entities set out below, a commission on the average monthly deposit balance, calculated on the average daily balance, held by the Agent on behalf of such entities.

## Sandhurst Trustees Ltd (STL)

Where the average monthly balance of an Agent held on behalf of STL is over \$100,000 the following rates apply;

Select Mortgage Fund

0.35% per year

Investment and Cash Common Fund 0.25% per year

## Rural Bank (RB)

On behalf of RB, Bendigo will pay to the agent a commission of 0.25% per annum on the average monthly deposit balance, calculated on the average daily balance, held by the Agent on behalf of RB.

## Equipment Finance

Bendigo shall pay the Agent a once-off upfront payment for referring Equipment Finance products which are settled. Remuneration will be calculated as follows:

Equipment Loan	0.20% of the settled loan amount
Chattel Mortgage	0.20% of the settled loan amount
Lease	0.20% of the settled loan amount
Asset Purchase	0.20% of the settled loan amount
Novated Lease	0.20% of the settled loan amount

## Method of payment:

All payments shall be directly credited to the Agent's account with Bendigo. All remuneration will be payable on a monthly basis, in arrears. The communication allowance will be paid annually at the end of the financial year, in arrears.

## Item 7: Agency Opening Hours

Monday to Friday 9:30am - 4:30pm

# Item 8: Financial Services

- A. Deal in a financial product by:
  - i. issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
    - a. deposit and payment products including:
      - 1. basic deposit products;
      - deposit products other than basic deposit products; and
      - non-cash payment products;
      - interests in managed investment schemes excluding investor directed portfolios; and
      - 5. superannuation (the products),

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to retail and wholesale clients.

Item 9: Area

The boundaries of the suburb (or if there is no suburb, the town) in which the Premises are located but, in no event, extending further than 3 km from the Premises.

Item 10: Other Authorisations (to be completed by Agent)

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Item 11:

**Notices** 

Bendigo

Name:

Bendigo and Adelaide Bank Limited

Position: Senior Manager - Group Agencies

Address: PO Box 480

Bendigo Vic 3552

Phone:

03) 5485 7853

Fax:

03) 5485 7654

Agent

Name:

Wentworth Shire Council

Position: Agency Principal

Address: P O Box 81

Wentworth, NSW 2648

Phone:

03) 5027 5027

Fax:

N/A

Manager

Name:

Wentworth District Capital Limited

Position: Manager

Address: 36-38 Darling Street

Wentworth, NSW 2648

Item 12:

**Public Liability Insurance** 

\$10,000,000.00

Item 13:

Cash Float

\$20,000

Twenty Thousand Dollars

Deed of G	uarantee and Indemnity made atonon
Parties	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 of The Bendigo Centre, Bendigo, Victoria ("the Bank")
	KEN ROSS of 5 CASTRINA WAY BURONGA [Insert Name of Guarantor] of [Insert Address of Guarantor] ("Guarantor")

## Background

The Guarantor has agreed on the following terms and conditions to guarantee to the Bank the Obligations and to indemnify the Bank against any loss arising from any failure by the Agent to perform the Obligations.

## Operative provisions

# 1. Definitions

In this deed

"Agent" means the Agent referred to in Item 2 of the Schedule to the Agency Agreement.

"Agency Agreement" refers to the Agency Agreement (Offline) to which this Deed of Guarantee and Indemnity is attached

"Guaranteed Money" means all money the payment or repayment of which from time to time forms part of the Obligations.

"Obligations" means the obligations of the Agent under the Agency Agreement, including the obligations to pay money.

## 7. Guarantee

## a. Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Bank the punctual performance and observance by the Agent of the Obligations.

## b. Payment by Guarantor

If the Agent does not pay the Guaranteed Money on the due date, the Guarantor will immediately on demand pay to the Bank the Guaranteed Money which is then due and unpaid or which later becomes due, owing or payable.

## 8. Indemnity

The Guarantor, as a separate, additional and primary liability, irrevocably and unconditionally indemnifies the Bank and agrees to keep the Bank indemnified against any loss or damage suffered by the Bank arising out of:

- i. a breach by the Agent of the Agency Agreement
- ii. any failure by the Agent to satisfy the Obligations; or
- iii. any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable

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against or irrecoverable from the Agent for any reason, whether or not the Bank knew or ought to have known of that reason.

It is not necessary for the Bank to incur expense or make payment before enforcing this indemnity.

## 9. Rights

## a. Claim on the Guarantor

The Bank is not required to make any claim or demand on, or to commence proceedings or enforce any other right against, the Agent before making any demand or claim on the Guarantor under this deed.

## 10. Continuing Obligation

## a. Continuing obligation

This deed is a continuing obligation despite any termination by the Guarantor, settlement of account, intervening payment, express or implied revocation or any other matter or thing, and the Bank will continue to be entitled to the benefit of this deed as regards the performance of all the Obligations until final discharge has been given to the Guarantor by the Bank.

## 11. Guarantee Not Affected

## a. Unconditional liability

The liability of the Guarantor under this deed will not be affected by any act, omission, matter or thing but for this clause 11.a, might operate in law or in equity to release the Guarantor from that liability or to reduce the Guarantor's liability under this deed.

# 12. Suspension of Guarantor's rights

## a. No set-off or deduction

All payments by the Guarantor to the Bank will be:

- i. free of any set-off or counterclaim; and
- without deduction or withholding for or on account of any present or future taxes, unless the Guarantor is compelled by law to make any deduction or withholding.

## 13. Reinstatement of Guarantee

## a. Void or voidable transactions

- If the Bank has at any time released or discharged the Guarantor from any of its Obligations in reliance on a payment, receipt or other transaction to or in favour of the Bank; and
- that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason; and

Page 43

Page 44

# Community Bank Agency Agreement (ADS)

that claim is upheld or is conceded or compromised by the Bank,
 then
 the Bank will immediately become entitled against the Guarantor to all rights as it had immediately before that release or discharge;
 the Guarantor must immediately do all things and execute all documents as the Bank may reasonably require to restore to the Bank all those rights; and
 the Guarantor must indemnify the Bank against costs, losses and expenses suffered or incurred by it in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

## 14. Costs

The Guarantor will reimburse the Bank on demand for, and indemnifies the Bank against all expenses, including legal fees, costs and disbursements (on a solicitor/own client basis) incurred by the Bank in connection with this deed including but not limited to exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this deed.

## 15. Assignment

The Bank may assign, novate or otherwise transfer all or any part of its rights under this deed and may disclose to a proposed assignee or transferee any information in the possession of the Bank relating to the Guarantor.

## 16. Governing Law

This deed is governed by and must be construed according to the laws of Victoria.

Executed as a deed. Signed sealed and delivered by  Lew Ross	X
[insert name here] in the presence of:	Signature
<u>&lt;</u>	_
Signature of Witness	
X	-
Name of Witness in full	
a 5	

## Annexure A

Date

## Sub-Authorised Representative Agreement

[Name and address of employee of Agent] Address Town State P/Code

Dear |

## Appointment as Authorised Representative of Bendigo Bank

This letter appoints you as an authorised representative of Bendigo and Adelaide Bank Limited ("Bendigo") so that in your capacity as an employee of [insert name of agent] you can provide financial services on behalf of Bendigo. Your appointment as an authorised representative of Bendigo is subject to you agreeing that you will comply with any direction given to you by Bendigo or by us in relation to the provision of financial services on behalf of Bendigo. In return for this agreement we will appoint you, and Bendigo consents to us appointing you, as Bendigo's authorised representative. Please indicate your agreement by signing and returning a copy of this letter to us.

## Your appointment as an authorised representative

In accordance with section 916B(3) of the Corporations Act, we authorise you, for the purposes of Chapter 7 of the Corporations Act, to provide the following financial services on behalf of Bendigo, as Bendigo's authorised representative (the "Authorisation"):

- (a) deal in a financial product by:
  - issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
    - (A) deposit and payment products including:
      - basic deposit products;
      - (2) deposit products other than basic deposit products;
      - (3) non-cash payment products;
      - interests in managed investment schemes excluding investor directed portfolios; and
      - (5) superannuation (the products),

to retail and wholesale clients.

We or Bendigo may revoke or modify this Authorisation by giving you notice in writing. If you would like to ask any questions about this letter, please contact Bendigo Bank Agencies Department on (03) 5485 7853.

Regards,

Agency Principal

Name:

Date:

Please return this letter signed and dated to Bendigo Bank Agencies Department to acknowledge receipt. We suggest you copy this letter for your own records.

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30 September 2020

Wentworth Shire Council PO Box 81 Wentworth, NSW 2648

Dear Mr Ross,

On behalf of Bendigo Bank, I am pleased to welcome you the Bendigo Bank Agency Network. Your recent application to become an agent for the Bendigo Bank has been successful.

The Agency Network plays a very important part in Bendigo Bank's success and I feel confident that we will be able to work together to our mutual advantage. Bendigo Bank has a strong commitment to the communities in which we operate and believe that our partnership with your firm strengthens this relationship greatly.

I am positive that the Buronga Community will support you in your agency and your agency will become an integral part of the community. Support shall be provided to your agency from the Wentworth Community Bank® Branch, with the Branch Manager being Janine Smith.

Please find enclosed the following:

- Agency Agreements for you to review and sign. Once the Bank has executed them, an original will be returned to you for your records.
- Recipient Created Tax Invoice (RCTI) Agreement to enable the bank to send an RCTI for commission payments.
- Letter requesting Bendigo Bank account number to have the commission payment credited. (A
  Bendigo Bank will need to be opened if applicable). Commission will be withheld until Bendigo Bank
  account has been opened.
- · Letter of authorisation for agency principal.
- Schedule B System Requirements

It would be appreciated if you could review all of these documents, then sign and return, as soon as possible. We are required to have all our documentation in order prior to the opening of the agency.

If you have any queries in relation to the Agency or any of the enclosed documents, I would be happy to discuss this with you and can be contacted on (03) 5485 7853. We recommend that you seek independent legal advice should you have any concerns regarding the content of the agreement.

Once again, welcome to the Bendigo Bank team.

Yours faithfully

Jodie Giles

Senior Manager Group Agencies

The Bendigo Centre, PO Box 480, Bendigo VIC 3552 p 1300 236 344

bendigobank.com.au

# Recipient Created Tax Invoice Agreement



On completion of this agreement please return to:

Attention: Agency Manager Bendigo and Adelaide Bank Limited PO Box 480 BENDIGO VIC 3552

recipient' and Wentworth Shire Council		hereafter
known as 'the supplier', this	day of	20
Legal Name: Wentworth Shire Council		
Trading Name:		
ACN:	ABN: 96 283 886 815	5
Postal Address for Service of Invoices:		
Street/PO Box: P O Box 81		
City/Town: Wentworth	State: NSW	Postcode: 2648

## **RECITALS**

## Whereas:

- Pursuant to Section 29 70 (3) of the New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) the Recipient of a taxable supply may issue a Recipient Created Tax Invoice (RCTI) to the Supplier; and
- Pursuant to paragraph 13 of the Goods and Services Tax Ruling GSTR 2000/10 the Federal Commissioner of Taxation has set out requirements for a supplier and recipient to enter into a RCTI arrangement; and
- The parties to this Agreement wish to establish an RCTI arrangement in respect of payments by the recipient to the supplier (the supplies).

Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL No. 237879

OA085a (05/08)

## The Parties agree as follows:

- The RCTI is a tax invoice belonging to the class of invoices that the Commissioner has
  determined in writing may be issued by the recipient of a taxable supply.
- 2. The Recipient can issue tax invoices in respect of taxable supplies.
- The Recipient shall issue a copy of the RCTI to the Supplier and retain the original for a minimum period of five years.
- The Recipient shall issue a recipient created adjustment note to the Supplier in relation to adjustment events that occur in respect of supplies for which a RCTI was issued.
- 5. The Recipient shall reasonably comply with its obligations under Australia taxation laws.
- The Supplier shall not issue tax invoices in respect of the taxable suppliers for which a RCTI was or will be issued.
- The Supplier acknowledges that it is registered for GST and will notify the Recipient if it ceases to be registered.
- The Recipient acknowledges that it is registered for GST and that it will notify the Supplier if it ceases to be registered or if it ceases to satisfy any of the requirements the GST Ruling GSTR 2000/10.
- The parties both acknowledge that this agreement is based on the requirements set out in paragraph 13 of the GST Ruling 2000/10.

Executed as an Agreement by the Supplier (sign according to the manner in which the Agency Agreement has been signed)

Signed	LEN		Signed		9(9)	
*						
Authorised	Officer		Authorised O	fficer		
For and on	behalf of			v		
Supplier:	Went	worth Shire Council	_	å		3
ABN: 96	283 886 8	15	_		•	
Dated:	as an Agre	/ ement by the Bendigo ar	nd Adelaide Bank I	Limited		
	/ as an Agre	ement by the Bendigo ar	nd Adelaide Bank I	Limited		
Executed	as an Agre	ement by the Bendigo ar	nd Adelaide Bank I	Limited		×
Executed Signed		ement by the Bendigo ar	nd Adelaide Bank I	Limited		×
Executed Signed	Officer	ement by the Bendigo ar	nd Adelaide Bank I	Limited		E.
Executed Signed Authorised For and on	Officer behalf of nd Adelaide	ement by the Bendigo ar	nd Adelaide Bank I	Limited		×

Bendigo and Adelaide Bank Limited ABN 11-068-049-178. AFSL No. 237879

OA085a (05/08)

Date:	
Bendigo and Adelaide Bank Ltd Agency Department PO Box 480 Bendigo VIC 3552	
Dear Sir/Madam,	
We wish to advise that our account to is:	int number to have our commission credited
Agency Number:	4027
BSB:	633-000
Bendigo Bank Account Number	×
Account Name:	Wentworth Shire Council
Yours faithfully,	
Ken Ross	

C/o - Wentworth Shire Council

Wentworth, NSW 2648

P O Box 81



30 September 2020

Attn: Ken Ross Wentworth Shire Council P O Box 81 Wentworth, NSW

Dear Ken.

# Appointment as Authorised Representative of Bendigo and Adelaide Bank Limited.

Generally, a person who provides financial services must have a licence, called an Australian Financial Services Licence (AFSL), or be a representative of a person who has such a licence.

This letter appoints you as an authorised representative of us, Bendigo and Adelaide Bank Limited, so that you can provide financial services as an Agent.

## Your appointment as an authorised representative

In accordance with section 916B(3) of the Corporations Act, we authorise you, for the purposes of Chapter 7 of the Corporations Act; to provide the following financial services on behalf of Bendigo, as Bendigo's authorised representative (the "Authorisation"):

- (a) deal in a financial product by:
  - issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
    - (A) deposit and payment products including:
      - basic deposit products;
      - deposit products other than basic deposit products;
      - (3) non-cash payment products;
      - (4) interests in managed investment schemes excluding investor directed portfolios; and
      - (5) superannuation (the products),

to retail and wholesale clients.

You must immediately tell us if you change your name or principal business address.

You are not permitted to sub-authorise without our written agreement. We may revoke or modify this Authorisation by giving you notice in writing.

This authorisation is automatically revoked upon termination of your agreement.

The Bendigo Centre, PO Box 480, Bendigo VIC 3552 p 1300 236 344

bendigobank.com.au



If you would like to ask us any questions about this letter, please contact the Bendigo Bank Agencies Department on (03) 5485 7853.

Regards,

**Jodie Giles** 

Senior Manager - Group Agencies

Name: Ken Ross

Signature: 🗲

Date:

Please return this letter signed and dated to Bendigo Bank Agencies Department to acknowledge receipt. You must keep a copy of this letter for your own records.

The Bendigo Centre, PO Box 480, Bendigo VIC 3552 p 1300 236 344

bendigobank.com.au

# Schedule B

# System requirements

## Hardware

The following tables set out the minimum computer hardware and software requirements necessary for the Agent to access the Agent Delivery System (ADS).

If other software is operating at the same time, increased CPU, RAM and hard disk storage may be required, which the Agent is responsible to investigate and resolve at its own expense.

It is strongly recommended that the Agent seek independent technical advice to ensure that its computer hardware and software is sufficient to enable access to the ADS.

Minimum Hardware Requirem	nents
Processor (CPU)	2 GHz Intel Pentium IV or faster
RAM (Memory)	2 GB or more
Hard Disk-Space	2 GB Free Hard Disk-Space or more
Internet Access	Broadband Internet Access ADSL1 (1500/256 Mbps) or faster

## Software

Minimum Software Requirements	
Operating System (32-bit or 64-bit)	Windows 10
Browser	Internet Explorer 11 or later Google Chrome Or as directed by the bank
Java	Java (JRE) Version 6 Update 35 or later
Endpoint Security	Endpoint Security (Anti-Virus) Software
Windows Firewall	Windows Defender

Agents will also be required to have a printer, toner and paper in order to print statements, receipts and account balances generated by the ADS.

To install Anti-Virus software on Windows computers, you must have administrator user rights to the computer.

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC 3550. ABN 11 068 049 178. AFSL 237879. (A1114792-1114794) (08/20 V3)



# Schedule B (cont.)

## Internet Service Provider (ISP)

The Agent is responsible for arranging its own ISP account including installation. The Agent must supply Bendigo with a fixed IP address allocated by their ISP. For broadband internet access, most ISPs are able to supply a fixed IP address at an additional cost.

The Agent must also provide an email address that all staff at the Agency will have access to.

# IT security requirements

#### Tokens

The Agency will have a single token that will be shared amongst all authorised staff at the Agency. The token requires a PIN in order to obtain an access code. The token and PIN must be used to access the ADS login screen. Rules for token use and storage are as follows:

- > The token must be stored in a secure location when not in use;
- > The token PIN number must not be stored with the token or written down in an easily accessible position;
- > The PIN number must be changed when any staff member that knows the PIN number leaves the Agency;
- > If a token is lost it must be reported immediately so that it can be disabled from further use; and
- > The token must be returned to Bendigo and/or disabled when it is no longer required (eg. If the Agency closes).

## Passwords / Access IDs

Every authorised staff member in the Agency will be given their own individual access IDs and passwords. The following rules and restrictions with apply to such access IDs and passwords:

- > the authorised staff member is responsible for all actions performed by the allocated access ID;
- > access IDs are not to be shared and passwords are not to be known by any other staff member;
- > the ADS will require passwords to be changed every 30 days; and
- > passwords must be changed immediately if anyone apart from the owner of the access ID is suspected of knowing the password.

## Physical security

The following are the security restrictions that must be adhered to:

- > The Agent is only permitted to use a wireless network if wireless encryption is enabled;
- > monitors and keyboards should not be in clear view of a window or view by unauthorised persons;
- > wireless keyboards and mice cannot be used;
- > the computer must not be left unattended in an 'unlocked' state;
- > premises must be secured as per the relevant Bendigo Bank policy and locked to prevent unauthorised access when the Agency is not open for business; and
- > the computer must be shutdown at the end of each day.

The Bendigo Centre, PO Box 480, Bendigo VIC 3552 p 1300 236 344

bendigobank.com.au



## Endpoint Security (Anti Virus) software

It is a security requirement that the anti-virus software provided by Bendigo be installed onto all of the Agent's computers that connect to the ADS via the Virtual Private Network (VPN).

Note: Anti virus software is not required for those Agents who connect to the ADS via Citrix.

This anti-virus software provides a level of protection to the Agent's computers, Bendigo's information technology infrastructure and ultimately protects Bendigo and its customers.

The anti-virus software will monitor the use of the Agent's computer and if a security threat is identified will alert the user (via popup) and Bendigo's information technology security team.

The anti-virus software will assess files that are opened, applications that are run and websites that are visited for information security threats. When the Agent's computer is turned on, the anti-virus software will collect data about the machine name, IP address, operating system version and the last login date and time.

The table below (while not exhaustive) sets out what happens when the anti-virus software detects a threat:

Event	Action
When the machine is turned on and in use and no security threats are identified:	If there is no security threat, the collected data is not stored.  No information is accessible or readable by anyone at Bendigo.
When the machine is turned on and in use and a security threat is identified:	If a security threat is detected, the user will be notified by a popup. The software will also capture the relevant data and alert the Bendigo's information technology security team.
	The opening of files or access to websites may be blocked if a threat is identified
	The data collected may include personal identifiable information such as: name and location of the file, website or application that has triggered the anti-virus software to issue a security alert.
	This information is stored up to 90 days in Australian and US data centres and will be used by Bendigo and its third party security providers for analyzing and responding to the security threat.
	Bendigo reserves the right to suspend or terminate access to the ADS in the event of a security threat or breach at no cost or penalty.

The Bendigo Centre, PO Box 480, Bendigo VIC 3552 p 1300 236 344

bendigobank.com.au

## 9.4 REQUEST FOR EXPANDED USE OF MIDWAY BASKETBALL STADIUM

File Number: RPT/20/716

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Annette Fraser - Team Leader Customer Service

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.6 Collaborate with others to achieve desired outcomes for the

local community

# **Summary**

The Alcheringa Saints Basketball Club is the major user of the Midway Centre Stadium. The current Regular Use Agreement permits 21.5 hours of use per week over seven (7) days. The club is requesting that this be increased by 7.5 hours per week to a weekly total of 29 hours.

# **Recommendation**

That Council amends the Regular Use Agreement for the Alcheringa Basketball Club to include an additional 7.5 hours per week at the discounted charge of an additional \$1,750.00 per annum.

# **Detailed Report**

# **Purpose**

The purpose of this report is to request that the Regular Use Agreement between Council and the Alcheringa Saints Basketball Club be amended to cover an additional 7.5 hours per week, bringing the clubs total use to 29 hours per week over seven (7) days per week.

# Background

The Midway Centre redevelopment provided an expanded stadium facility to cater for competition basketball. Council entered into a Regular Use Agreement with the Alcheringa Saints Basketball Club (the Club) which has enabled the Club to utilise the facility as its primary training venue.

Being unable to train during COVID-19 lockdown, the Club is now experiencing a significant increase in the number of participants, which has increased the need for additional training.

In August 2018 a request was received to allow Sunday training from 9.00am – 1.00pm (4 hours) to cater for additional teams. Additional hours were added to the agreement at no additional charge to the Club.

In February 2020 a request was received to allow Friday training from 4.30 pm - 8.00 pm (3.5 hours) to cater for additional teams. Additional hours were added to the agreement at no additional charge to the Club.

The current Regular Use Agreement enables the Club to use the facilities for 21.5 hours per week as follows:

- Monday 5-8pm
- Tuesday 4-8pm
- Wednesday 4-6pm
- Thursday 4-6pm
- Friday 4.30-8pm

- Saturday 9am-12pm
- Sunday 9am-1pm

## Report Detail

The Club is seeking to decrease the use of the Stadium by:

- 1 hour Tuesday
- ½ hour Friday

And increase the use of the Stadium by:

- 1 Hour Monday
- 1 hour Wednesday
- 4 hours Saturday
- 3 hours Sunday

Requested amended hours as follows:

- Monday 4-8pm
- Tuesday 4-7pm
- Wednesday 4-7pm
- Thursday 4-6pm
- Saturday 9am-4pm
- Sunday 9am-4pm

In accordance with the adopted Annual Fees and Charges the advertised discounted hourly rate for stadium users that have entered into a Regular Use Agreement is \$30.00 per hour, (\$120.00 per hour less 75%), equating to \$645.00 per week (21.5 hours x \$30.00), or \$33,540.00 per annum.

Written agreements for Regular Users of the Midway Centre were originally established to enable Council to set individual hire rates for frequent users of the Midway Centre, with each agreement negotiated separately and confidentially, to enable Council to consider the needs of individual organisations, and the overall community benefit, and to this end the Club has been provided with further discounts from the advertised rate, reduced to \$5,000.00 per annum (inclusive of GST) payable in two instalments each year, with the current agreement due for renewal on 30 June 2021.

Council is being requested to consider amending the Regular Use Agreement for the Alcheringa Basketball Club for an additional 7.5 hours per week at a discounted charge of an additional \$1,750.00 per annum.

If Council was to charge the Club for the additional 7.5 hours the cost to the Club would be an additional \$11,700.00 per annum (7.5 hours x \$30.00 per hour x 52 weeks = \$11,700.00).

## Conclusion

The Midway Centre Stadium was expanded to cater for competition basketball, and the Alcheringa Saints Basketball Club are using the facility as its primary training venue. The Club is seeking to expand its use by 7.5 hours each week. It is recommended that the expanded use be granted at an additional cost of \$1,750.00 per annum.

## **Attachments**

 Alcheringa Saints Basketball Club Request for Expanded Use of Midway Centre Stadium

## **Annette Fraser**

From:

Alcheringa basketball club <alcheringabb@gmail.com>

Sent:

Wednesday, 28 October 2020 11:35 AM

To: Subject: Annette Fraser CM: Stadium Usage

**Record Number:** 

DOC/20/23994

Hi Annette,

As per our conversation this morning morning, please find a proposed update to our training schedule. Due to the Covid-19 situation, two things have happened.

- 1. We have had a significant increase in numbers of participants, which has caused us to require more training hours.
- 2. As there is no apparent season scheduled at the momentum, we have not collected any Player Registrations, which means essentially the club is funding the rent without income. We will find a way to facilitate this internally.

Our proposed new Schedule is as follows:

Mon 4-8

Tue 4 - 7

Weds 4 - 7

Thurs 4 - 6

Fri 4 - 7

Sat 9 - 4

Sun 9 -4

Thanks and Regards,

Alcheringa Saints Basketball Club Inc.

1

## 9.5 AF003 REQUESTS FOR FINANCIAL ASSISTANCE

File Number: RPT/20/719

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Shenay Harris - Coordinator Finance and Policy

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

## **Summary**

Council has provided an allocation of \$187,000.00 (inclusive of GST) for the 2020/21 financial year for the consideration by Council, for the funding of requests from the community for financial assistance. In this financial year, \$99,401.00 has been granted to a variety of organisations through the annual fees and charges "Exemptions from the Application" process. The total value of requests granted so far for this financial year totals \$8,480.72.

The total value of requests for this November 2020 funding application period totals \$1,692.58, which if granted in full, would leave a balance in the Donations, Contributions and Grants fund of \$77,425.70.

## Recommendation

That Council having considered the current requests for financial assistance, makes appropriate recommendations on the level of funding to be provided to each of these applications, from the Donations, Contributions and Grants program.

# **Detailed Report**

## **Purpose**

The purpose of this report is to consider requests for financial assistance that have been received within the current application period.

## Background

Council's ability to make financial contribution and/or in-kind assistance are set out in Section 356 of the *Local Government Act 1993*. To assist Council in its compliance requirement, Council has adopted a Donations, Contribution and Grants Policy (AF003), and has provided a funding allocation of \$187,000.00 (inclusive of GST) for the 2020/21 financial year. In this financial year \$99,401.00 has been granted to a variety of organisations through the annual fees and charges "Exemption from the Application" process, as outlined in Appendix A – Bodies Granted Exemptions, Fees and Charges 2020/21.

## Matters under consideration

In this current application period, there have been seven (7) requests for assistance received from community organisations. The total value of the requests under consideration is \$1,692.58, which if granted in full would leave a balance of \$77,425.70 for the remainder of 2020/21.

## **Options**

Based on the information contained in this report, the options available to address this matter are to:

a) Consider granting the full value of all requests; or

b) Consider reducing or declining some applications.

# **Attachments**

- 1. DCG Donations Contributions & Grants Applications List November 2020
- 2. DCG Donations Contributions & Grants Applications List November 2020 (Under Separate Cover)⇒
- 3. DCG Donations Contributions & Grants Applications November 2020 (Under Separate Cover)⇒

# **DONATIONS, CONTRIBUTIONS AND GRANTS - NOVEMBER 2020**

Organisation/Recipient	Type of Request		\$ Value	Details of Request
Organisation/ Recipient	Type of Request	$\vdash$	y value	Details of Request
				Request for Rate Reduction of 2020-21 Council Rates. Submitted
				application for full rates amount of \$2088.00 eligible to 25%
Gol Gol Preschool	Rate Reduction	\$	522.00	refund.
Vintaga Mashinan, Sasiatu of				Request for Refund of Annual Licence Fee for the use of the
Vintage Machinery Society of Sunraysia	Fee Waiver/Refund	\$	167 50	Wentworth Show Grounds.
Sulliaysia	ree walver/Kerunu	3	107.56	Welltworth show drounds.
				Request for Donation towards the Annual School Awards
				Presentation for 2020. Note: Schools approved for maximum \$50
Palinyewah Public School	Donation	\$	100.00	Bodies Granted Exemptions
				Request for Donation towards the Annual School Awards
Westernath Buld's Cale and	D	ہا	250.00	Presentation for 2020. Note: Schools approved for maximum \$50
Wentworth Public School	Donation	\$	250.00	Bodies Granted Exemptions
				Request for Refund of Hire Fees charged for the hire of Meeting
SouthWest Water Users Inc	Fee Waiver/Refund	\$	252.00	Room 1 at the Buronga Midway Centre.
		Ė		
				Request for Refund of Hire Fees charged for the hire of the
Darling Junction CWA	Fee Waiver/Refund	\$	233.00	Wentworth Memorial Rooms.
		١.		Request for Refund of Hire Fees for the hire of the Midway Centre
Red Cliffs Players Inc	Fee Waiver/Refund	\$		Meeting Rooms.
	TOTAL	\$	1,692.58	

## 9.6 MONTHLY FINANCE REPORT

File Number: RPT/20/735

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Vanessa Lock - Finance Officer

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

## **Summary**

Rates and Charges collections for the month of October 2020 were \$484,698.07. After allowing for pensioner subsidies, the total levies collected are now 43.6%. For comparison purposes 41.86% of the levy had been collected at the end of October 2019. Council currently has \$29,146,263.51 in cash and investments.

## Recommendation

That Council notes the monthly finance report.

## **Detailed Report**

The purpose of this report is to indicate to Council the position in relation to the rate of collections and the balance of cash books.

# Reconciliation and Balance of Funds held as at 31 October 2020

The reconciliation has been carried out between the Cash Book of each fund and the Bank Pass Sheet as at 31 October 2020.

	Combined Bank Accou			
Cash Balance as at 1 October 2020	\$	2,394,465.51		
Add: Receipts for the Period Ending 31 October 2020	\$	2,652,259.43		
Rates, Debtors, Miscellaneous				
Less: Payments for the Period Ending 31 October 2020				
Cash Book entries for this Month	\$	3,900,461.43		
Cash Balance at at 31 October 2020	\$	1,146,263.51		
Investments				
Total Investments as at 31 October 2020	\$	28,000,000.00		
TOTAL	\$	29,146,263.51		

# Collection of Rates and Charges

Rates and Charges collections for the month of October 2020 were \$484,698.07. After allowing for pensioner subsidies, the total levies collected are now 43.6%. A summary of the Rates and Charges situation as at 31 October 2020 is as follows:

	Rates and Charges	
Levies		
Balance Outstanding at 30 June 2020 - Rates / Water	1,206,927.30	
Rates and Charges Levied 22 July 2020	9,193,808.18	\$ 10,400,735.48
+ Additional Water Charges	476,845.70	
+ Supplementary Rates and Charges	59,116.32	
+ Additional Charges	4,545.00	
- Credit Adjustments	13,328.78	
- Abandonments	3,065.87	\$ 10,924,847.85
Deductions		
- Payments	4,582,370.31	
- Less Refunds of Payments	799.80	\$ 4,581,570.51
		\$ 6,343,277.34
- Pensioner Subsidy		
Government Subsidy	99,892.42	
Council Subsidy	81,723.99	\$ 181,616.41
Total Rates/Water Charges Outstanding		\$ 6,161,660.93

Note: For comparison purposes 41.86% of the levy had been collected at the end of October 2019.

# Council Loans Report

Name	Institution	Purpose	Interest Rate	Loan Amount	Amount Outstanding	Due Date
Loan	National		4.550%			
201	Australia Bank	Buronga Landfill	Fixed	\$ 920,000.00	\$ 454,841.43	30/01/2025
Loan			3.470%			
202	ANZ Bank	Civic Centre	Fixed	\$ 850,000.00	\$ 691,032.06	21/10/2026
Loan	National		3.586%			
203	Australia Bank	Midway Centre	Fixed	\$ 1,900,000.00	\$1,727,845.75	28/04/2023
Loan			5.290%			
204	Bendigo Bank	Buronga Landfill	Fixed	\$ 1,500,000.00	\$1,339,149.00	12/05/2037
				TOTAL	\$4,212,868.24	

# Rates/Water write offs and adjustments

Rates and charges that have been written off under the delegated authority of the General Manager for the month of October 2020.

Account	Date	Amount	Comment
366-01	30/09/2020	519.14	Write off interest due to hardship
659	19/10/2020		Write off interest - Body Corporate Management changed 3 times and account was not received

# Overtime and Travelling

Month October		Pay Periods	8,9 & 10	
Overtime				
	Time ar	d a Half	Double	e Time
Department	Hours	Hours Amount		Amount
Animal Services	18.00	\$ 827.36	30.00	\$ 1,838.53
Caravan Park				
Civil Works	11.50	\$ 657.01	1.00	\$ 87.19
Finance	13.50	\$ 1,093.05	17.50	\$ 1,967.40
Parks & Gardens	14.00	\$ 628.55	23.00	\$ 1,357.19
Roads - Council	226.50	\$ 10,170.22	35.25	\$ 2,208.56
Roads - RMS	39.00	\$ 1,776.19	37.00	\$ 2,254.89
Roads & Eng Indoor	32.00	\$ 2,213.82	19.00	\$ 1,761.79
Waste Management	14.50	\$ 700.63	5.50	\$ 391.82
Water & Waste Water	69.00	\$ 3,646.29	116.25	\$ 7,820.16
Total	438.00	21713.12	284.50	19687.53
Travel Allowance				
Department	Kms	Amount		
Health & Planning	1,080	\$ 842.40		
Water & Waste Water	363.90	\$ 283.85		
Total	1,443.90	\$ 1,126.25		
		42,526.90		

# Conclusion

The report indicates to Council that its finances are in a favourable position.

# **Attachments**

Nil

# 9.7 MONTHLY INVESTMENT REPORT

File Number: RPT/20/726

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Hodi Beauliv - Manager Finance

Objective: 4.0 Wentworth is a caring, supportive and inclusive community

that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership,

planning, decision-making and service delivery

## **Summary**

As at 31 October 2020 Council had \$24 million invested in term deposits and \$4 million in other cash investments. Council received \$24,287.68 from its investments for the month of October 2020.

In October 2020 Council investments averaged a rate of return of 0.85% and it currently has \$8,466,832.09 of internal restrictions and \$14,470,914.53 of external restrictions.

# **Recommendation**

That Council notes the monthly investment report.

## **Detailed Report**

## <u>Purpose</u>

The purpose of this report is to update Council on the current status of its investments.

# Matters under consideration

As at 30 October 2020 Council had \$29,146,263.51 invested with seven (7) financial institutions.

# Breakdown of Total Funds Available

Financial Institution	Amount	Percentage of Available
		Funds
AMP	\$ 6,000,000.00	20.59%
Bank of Queensland	\$ 4,000,000.00	13.72%
Bendigo Bank	\$ 5,146,263.51	17.66%
IMB Bank	\$ 1,000,000.00	3.43%
Macquarie Bank	\$ 3,000,000.00	10.29%
Members Equity Bank	\$ 5,000,000.00	17.15%
National Australia Bank	\$ 5,000,000.00	17.15%
	\$ 29.146.263.51	100.00%

# Investments on Hand as at 30 October

Investee	Date Invested	Date of Maturity	Interest   Investment Type   Amount Invested		Rating	
AMP (10)	9/04/2020	7/01/2021	1.85%	Term Deposit	\$ 1,000,000.00	A2/BBB
AMP (11)	22/09/2020	Ongoing	1.05%	Notice Account	\$ 2,000,000.00	A2/BBB
AMP (2)	7/05/2020	5/11/2020	1.65%	Term Deposit	\$ 1,000,000.00	A2/BBB
AMP (7)	25/05/2020	23/11/2020	1.65%	Term Deposit	\$ 1,000,000.00	A2/BBB
AMP (9)	13/05/2020	9/12/2020	1.65%	Term Deposit	\$ 1,000,000.00	A2/BBB
Bank of Queensland (6)	22/10/2020	22/07/2021	0.60%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bank of Queensland (7)	13/08/2020	11/02/2021	0.75%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bank of Queensland (8)	2/09/2020	3/03/2021	0.70%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bank of Queensland (9)	26/08/2020	24/02/2021	0.70%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bendigo Bank (1)	24/08/2020	20/05/2021	0.65%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bendigo Bank (10)	31/07/2020	29/01/2021	0.65%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bendigo Bank (7)	29/09/2020	29/03/2021	0.50%	Term Deposit	\$ 1,000,000.00	A2/BBB+
Bendigo Bank (9)	19/08/2020	18/01/2021	0.60%	Term Deposit	\$ 1,000,000.00	A2/BBB+
IMB Bank	9/09/2020	9/12/2020	1.04%	Term Deposit	\$ 1,000,000.00	A2/BBB
Macquarie Bank	8/10/2020	8/04/2021	0.55%	Term Deposit	\$ 1,000,000.00	A1/A+
Macquarie Bank (2)	2/07/2020	3/12/2020	0.85%	Term Deposit	\$ 1,000,000.00	A1/A+
Macquarie Bank (3)	15/10/2020	12/02/2020	0.50%	Term Deposit	\$ 1,000,000.00	A1/A+
Members Equity Bank	24/08/2020	22/12/2020	0.65%	Term Deposit	\$ 1,000,000.00	A2/BBB
Members Equity Bank (4)	31/07/2020	Ongoing	0.65%	Cash at Call A/c	\$ 2,000,000.00	A2/BBB
Members Equity Bank (10)	16/06/2020	15/12/2020	0.85%	Term Deposit	\$ 1,000,000.00	A2/BBB
Members Equity Bank (2)	16/09/2020	14/01/2021	0.60%	Term Deposit	\$ 1,000,000.00	A2/BBB
National Australia Bank (2)	13/08/2020	9/02/2021	0.73%	Term Deposit	\$ 1,000,000.00	A1+/AA-
National Australia Bank (3)	28/10/2020	26/04/2021	0.50%	Term Deposit	\$ 1,000,000.00	A1+/AA-
National Australia Bank (4)	31/08/2020	28/05/2021	0.75%	Term Deposit	\$ 1,000,000.00	A1+/AA-
National Australia Bank (6)	28/07/2020	25/11/2020	0.75%	Term Deposit	\$ 1,000,000.00	A1+/AA-
National Australia Bank (7)	28/09/2020	29/03/2021	0.60%	Term Deposit	\$ 1,000,000.00	A1+/AA-
Total					\$ 28,000,000.00	

Operating Account \$ 1,146,263.51

Total Funds Available \$ 29,146,263.51

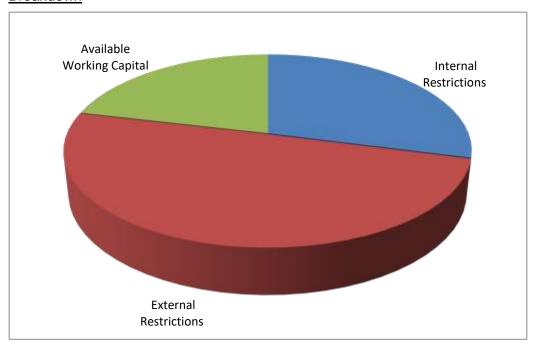
# Representing:

- Internal Restrictions		
- Employee Entitlements	\$ 2,376,437.00	
- Doubtful Debts	\$ 48,595.00	
- Tip Remediation	\$ 1,372,493.54	
- Future Development Reserve	\$ 1,113,213.94	
- Trust Account	\$ 356,092.61	
- Capital Projects	\$ 1,000,000.00	
- Plant Replacement Reserve	\$ 2,200,000.00	\$ 8,466,832.09
- External Restrictions		
- Water Fund	\$ 9,679,110.48	
- Sewer Fund	\$ 2,556,132.41	
- Developer Contributions Reserve	\$ 619,065.20	
- Domestic Waste Management Reserve	\$ 104,796.78	
- Unexpended Grants	\$ 657,161.10	
- Crown Reserves Reserve	\$ 333,116.80	
- Loan Guarantee Reserve	\$ 10,774.04	
- Prepayments Cemeteries	\$ 510,757.72	\$ 14,470,914.53
- Day to Day Liquidity		\$ 6,208,516.89

Total Funds Available \$ 29,146,263.51

Note: Ratings provided are from Moody's and Standard & Poors Rating Agencies

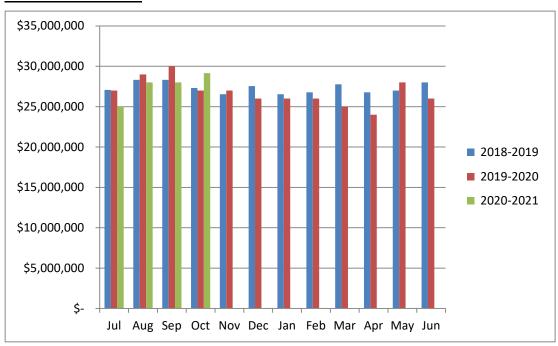
# **Breakdown**



Summary - Unexpended Grants as at 30 October 2020

Grant	Amount
Block Grant	
Pooncarie Weir	\$77,746.00
RFS R & M Grant 2011-2018	\$36,658.54
State Library Infrastructure Grant	\$500,000.00
Wentworth Riverfront BBQ's - SCCF	\$42,756.56
Total	\$657,161.10

# **Total Funds Invested**

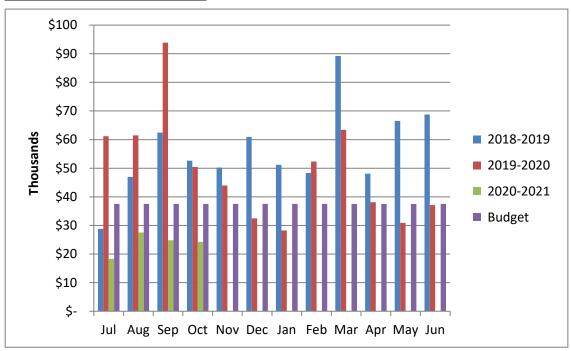


Five (5) term deposits matured in October earning Council \$24,287.68 in interest. The budget for October was \$37,500. Year to date Council has received \$94,976.97 in interest. The year to date budget is \$150,000.

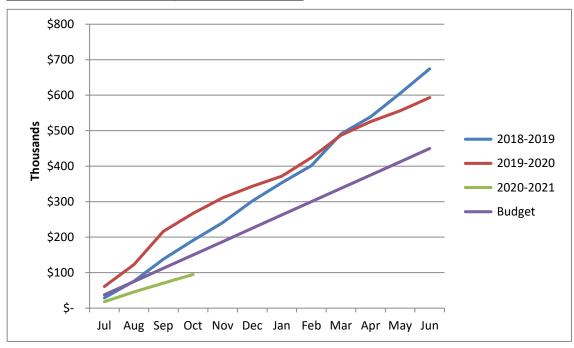
# Investments Maturing in October 2020

Investee	Date Invested	Date of Maturity	Effective Interest Rate	Investment Type	An	nount Invested	Interest Earned
AMP (6)	14/04/2020	13/10/2020	1.85%	Term Deposit	\$	1,000,000.00	\$ 9,224.66
Bank of Queensland (6)	23/04/2020	22/10/2020	1.50%	Term Deposit	\$	1,000,000.00	\$ 7,479.45
Macquarie Bank	10/06/2020	8/10/2020	0.85%	Term Deposit	\$	1,000,000.00	\$ 2,794.52
Macquarie Bank (3)	16/07/2020	15/10/2020	0.80%	Term Deposit	\$	1,000,000.00	\$ 1,994.52
National Australia Bank (3)	30/06/2020	28/10/2020	0.85%	Term Deposit	\$	1,000,000.00	\$ 2,794.53
Total							\$ 24,287.68

# Interest received October 2020

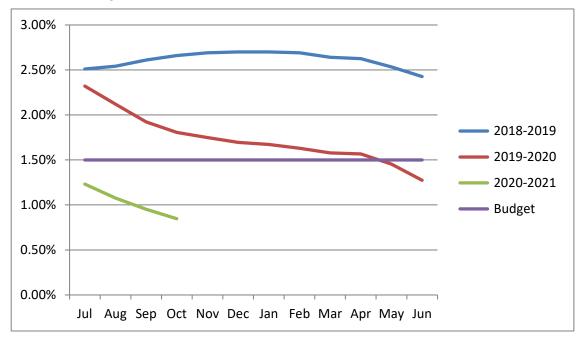


# Total Interest received July 2020 – June 2021



For October 2020 Council's investments returned an effective average rate of 0.85%. Year to date the effective average rate has been 1.03%. The budget for 2020-2021 is 1.50%.

# Effective average Interest Rate



# **Conclusion**

The Director Finance & Policy certifies that all investments have been made in accordance with the *Local Government Act 1993* (NSW), Local Government (General) Regulations 2005 and Council's Investment Policy.

Council is investing its funds prudently to optimise returns and reduce exposure to risk in accordance with legislation and its own investment policy.

# **Attachments**

Nil

### 9.8 A47 CROWN LAND ACQUISITION FOR PUBLIC ROAD - IGA SERVCE ROAD

File Number: RPT/20/701

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Hilary Dye - Property and Land Tenure Officer

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

### Summary

A Council Resolution is required to commence the acquisition of Crown Land being part of Lot 7011 DP 1045202 & part of Lot 7001 DP 1118958 at Gol Gol, Buronga, NSW (part of Carramar Drive Sporting Reserve R91386) for public road and sewer infrastructure.

### Recommendation

- That Council proceed to acquire part of Lot 7011 DP 1045202 & part of Lot 7001 DP1118958 by the compulsory process under the Land Acquisition (Just Terms Compensation) Act 1991 (NSW) and by authority contained in the Local Government Act 1993 (NSW).
- 2. That the land is to be acquired for the public purpose of public road and sewer infrastructure
- 3. That minerals are to be excluded from this acquisition
- 4. That the acquisition is not for the purpose of resale
- 5. That the necessary applications be made to the NSW Minister for Local Government and the Governor of NSW for approval to compulsorily acquire the Crown land for the public purpose
- 6. That compensation is paid to Crown Lands and any other party with an interest in the land as determined by the Valuer General of NSW.
- 7. That the land is classified as operational land upon acquisition.
- 8. That the General Manager be authorised to approve and sign the Acquisition Notice for publication in the NSW Government Gazette which will acquire the land.

### **Detailed Report**

### **Purpose**

The purpose of this report is to commence land acquisition of part of Lot 7011 DP 1045202 & part of Lot 7001 DP1118958 shown as Lots 470 and 471 and highlighted yellow in the attached plan. The acquisition is by the compulsory process under the terms of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW) and by authority contained in the Local Government Act 1993 (NSW).

### Background

Council is progressing the acquisition of land that accommodates essential public infrastructure. In this instance the plan of acquisition is a section of land for a public road and sewer infrastructure.

### Public Road

With the development of a new business precinct Roads & Maritime Services (RMS) raised concerns regarding the access of vehicles turning right, affected traffic flows and the safety issues crossing the Sturt Highway to access the precinct.

After stringent consultation with RMS and other relevant Authorities' modifications were made to the original design, extending the existing Hendy Service Road, alleviating initial safety concerns.

### Hendy Road sewer upgrades

Design modifications were necessary to the original scope of works due to pipeline levels running uphill, this involved an extension of the Buronga Sewer Pump Station #1 and Hendy Road sewer line traversing further into Carramar Drive Sporting Reserve.

### Legal, strategic, financial or policy implications

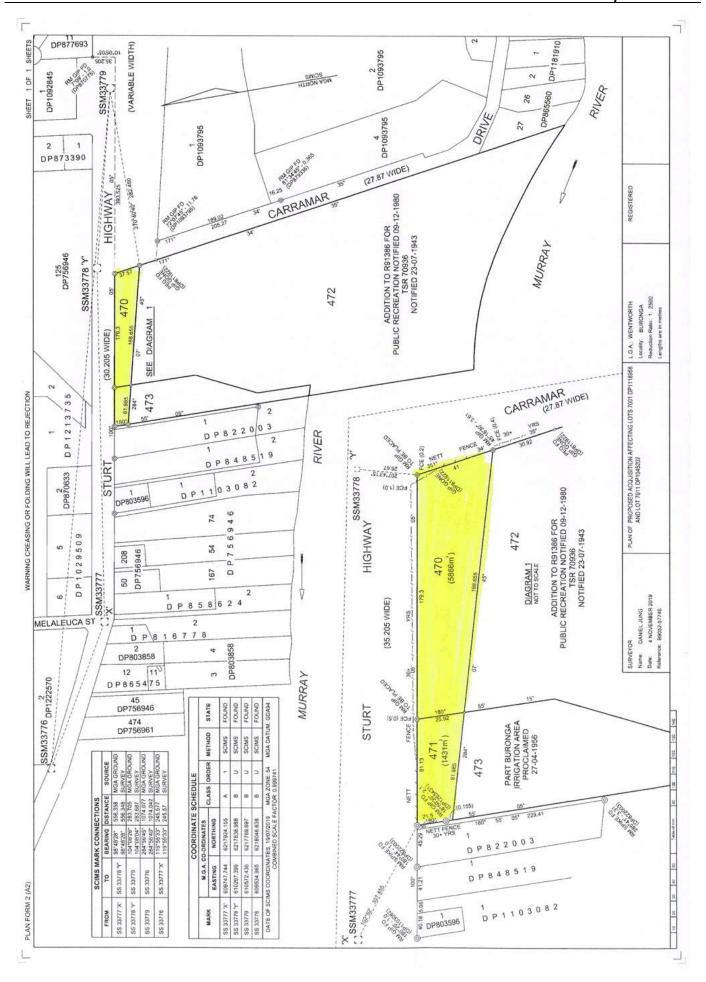
Council does not currently own the land on which the subject infrastructure and public road is located, the owner is Crown Lands.

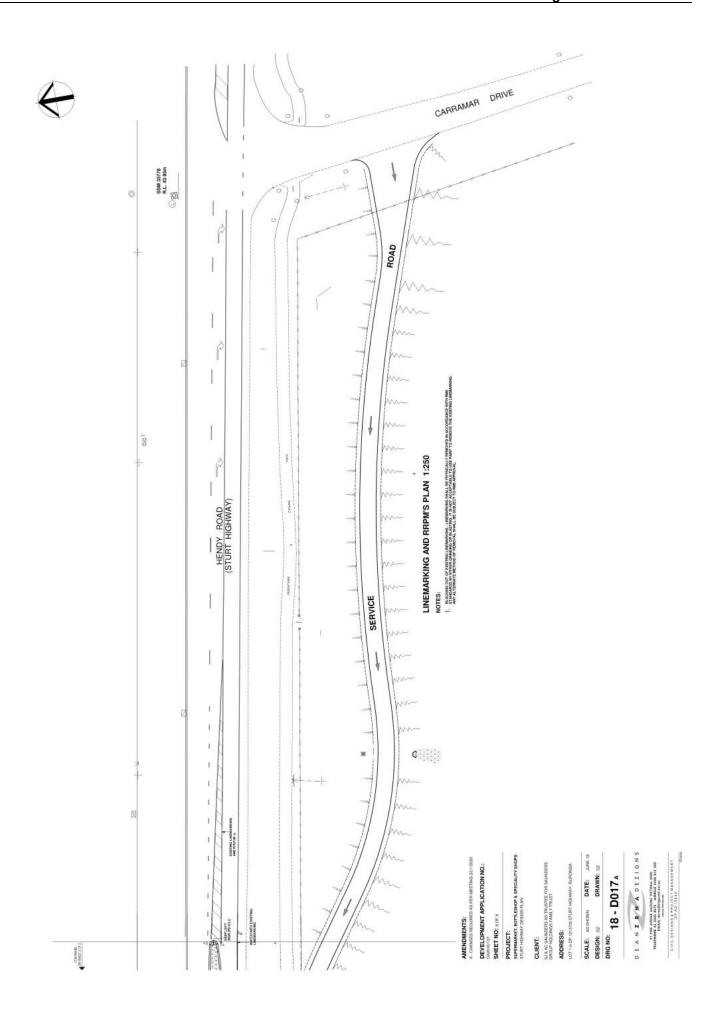
### Conclusion

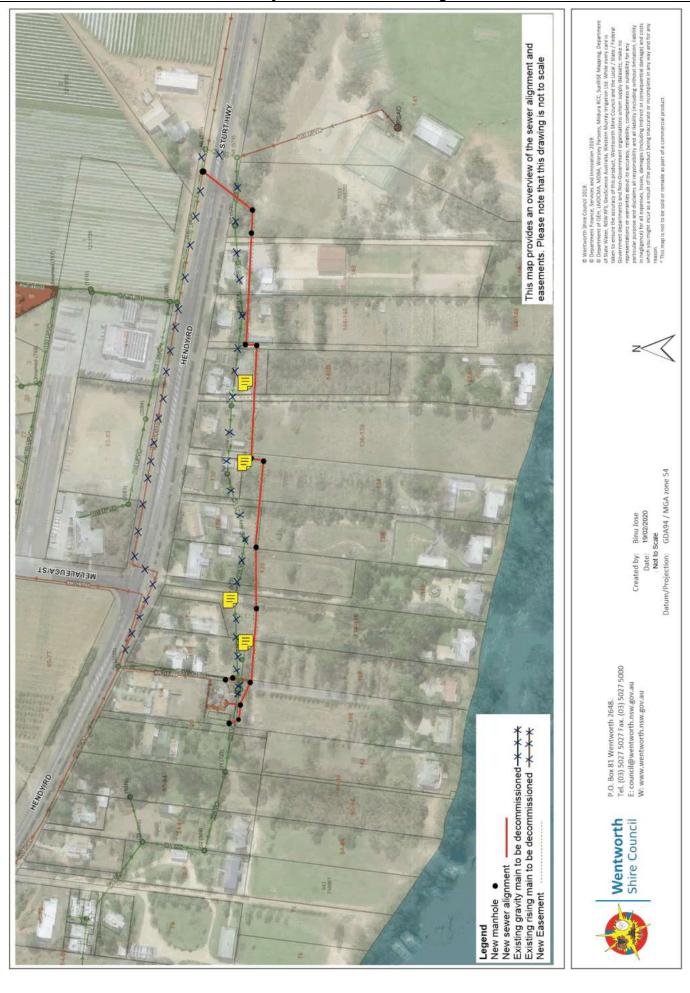
This acquisition is required in order to obtain legal occupation of the land that accommodates Council's public infrastructure.

### **Attachments**

- Coloured Deposited Plan
- 2. Road design IGA Service Road.
- 3. Hendy Road revised sewer realignment extension into Carramar Oval







Item 9.8 - Attachment 4 Acquisition area



Area of acquisition

### 9.9 LAND ACQUISITION A55 EXTENSION DRAINAGE BASIN 4

File Number: RPT/20/702

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Hilary Dye - Property and Land Tenure Officer

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

### **Summary**

A Council Resolution is required to commence the acquisition of Crown Land being Lot 7313 DP 1177383 at Gol Gol, NSW for the purpose of stormwater drainage extension to Drainage Basin 4.

### Recommendation

- 1. That Council proceed to acquire Lot 7313 DP 1177383 by the compulsory process under the terms of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW) and by authority contained in the Local Government Act 1993 (NSW)
- 2. That the land is to be acquired for the public purpose of a drainage basin and associated stormwater infrastructure
- 3. That minerals are to be excluded from this acquisition
- 4. That the acquisition is not for the purpose of resale
- 5. That the necessary applications be made to the NSW Minister for Local Government and the NSW Governor for approval to compulsorily acquire the Crown land for the public purpose
- 6. That post acquisition, the land be classified as Operational Land
- 7. That the Common Seal of Wentworth Shire Council be affixed to all documentation required to be sealed to give effect to this resolution and that Mayor and General Manager be delegated to sign any related documents.

### **Detailed Report**

### <u>Purpose</u>

The purpose of this report is to commence the land acquisition of Lot 7313 DP 1177383, shown as Lot 7317 in the attached plan, in accordance with the compulsory process prescribed by Land Acquisition (Just Terms Compensation) Act 1991 (NSW).

### **Background**

Investigations into land tenure identified a naturally occurring depression owned by Crown Lands, adjacent to an existing drainage basin, being Drainage Basin 4 (Bunneys Pump).

The subject land has a current Crown Land licence for the purpose of pumping and agriculture drainage by a private landholder.

### Matters under consideration

Once acquired, the land will become an extension to Drainage Basin 4, increasing the basin's stormwater capacity.

### Legal, strategic, financial or policy implications

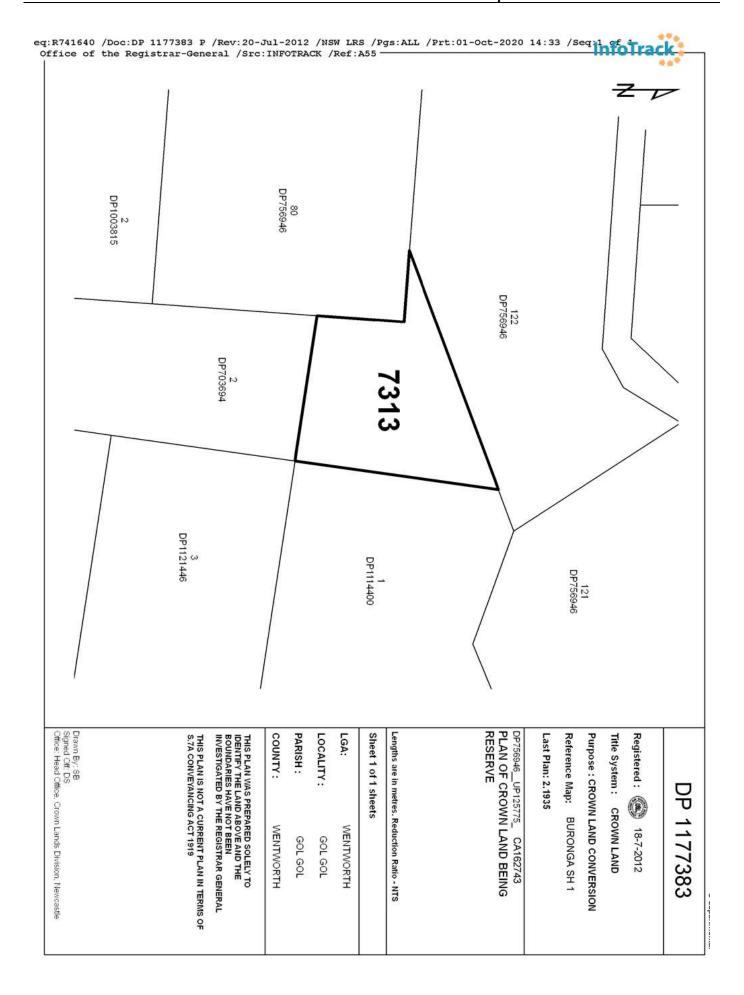
Council needs to rectify the land tenure status by acquiring the land that will accommodate essential public infrastructure.

### Conclusion

Having consideration to the content of this report it is concluded that the appropriate course of action is to approve the acquisition of the land for the public purpose of stormwater drainage extension to Drainage Basin 4.

### **Attachments**

- 1. Deposited Plan Lot 7313 DP 1177383 J.
- 2. Location / Area of acquisition U.





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Acquisition Area

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Created by:
Date:
Scale:
Datum/Projection:

Wentworth Shire Council P.O. Box 81 Wentworth 2648. Tel. (03) 5027 5027 Fax. (03) 5027 5000 E: council@wentworth.nsw.gov.au W: www.wentworth.nsw.gov.au

### 9.10 LAND ACQUISITION - A45 DARETON DRAINAGE ACCESS

File Number: RPT/20/703

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Hilary Dye - Property and Land Tenure Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

### **Summary**

A Council Resolution is required to commence the acquisition of Crown Land, being Lot 395 DP 1216729 at Dareton, Wentworth NSW, for the purpose of access to essential stormwater infrastructure.

### Recommendation

- That Council proceed to acquire Lot 395 DP 1216729 by the compulsory process under the terms of the Land Acquisition (Just Terms Compensation) Act 1991 (NSW) and by authority contained in the Local Government Act 1993 (NSW)
- 2. That the land is to be acquired for the public purpose of access to essential stormwater infrastructure
- 3. That minerals are to be excluded from this acquisition
- 4. That the acquisition is not for the purpose of resale
- 5. That the necessary applications be made to the NSW Minister for Local Government and the Governor of NSW for approval to compulsorily acquire the Crown land for the public purpose
- 6. That compensation is paid to Crown Lands for the acquisition of the subject land as determined by the Valuer General of NSW
- 7. That post acquisition, the land be classified as Operational Land
- 8. That the Common Seal of Wentworth Shire Council be affixed to all documentation required to be sealed to give effect to this resolution and that Mayor and General Manager be delegated to sign any related documents.

### **Detailed Report**

### **Purpose**

The purpose of this report is to commence the land acquisition of Lot 395 DP 1216729, shown as Lot 39, highlighted in yellow in the attached DP1267496 for the purpose of access to essential stormwater infrastructure.

### **Background**

Council needs to rectify the land tenure status by acquiring the land that accommodates existing essential public infrastructure. In this instance the infrastructure is stormwater pipes located on a thin strip of land at the rear of residential properties in Riverview Drive, Dareton.

### Matters under consideration

Existing stormwater infrastructure is already in place, therefore Council need to rectify the land tenure status.

### Legal, strategic, financial or policy implications

Council does not currently own the land on which the public infrastructure is located. Crown Lands is the owner.

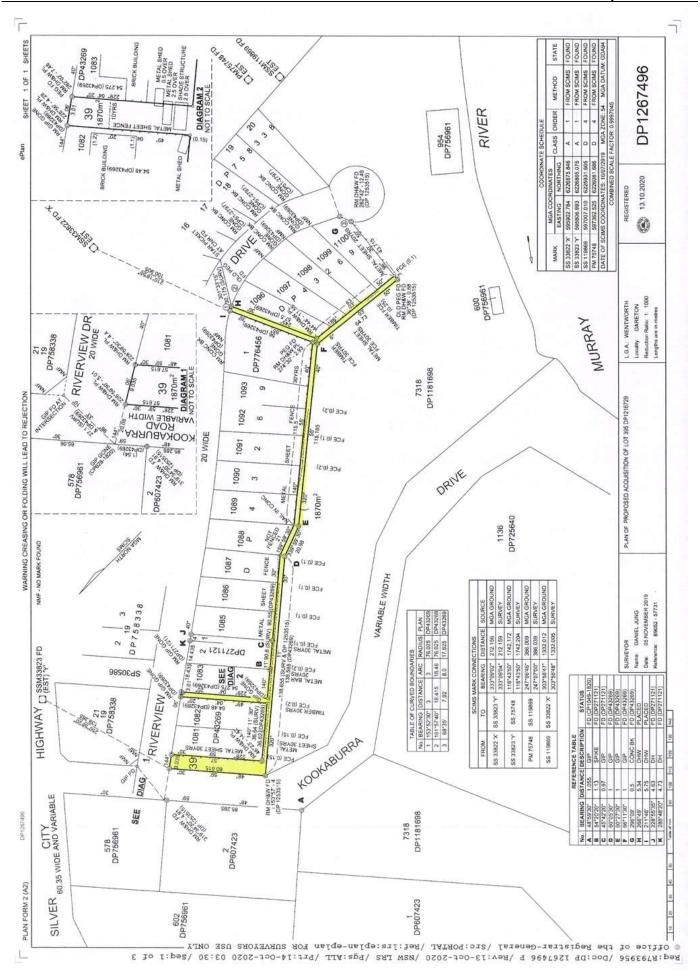
### Conclusion

This acquisition is required in order to obtain legal occupation of the land that accommodates Councils essential public infrastructure.

### **Attachments**

- Deposited Plan
- 2. Acquisition Area

Item 9.10 - Attachment 1 Deposited Plan



Item 9.10 - Attachment 2 Acquisition Area





P.O. Box 81 Wentworth 2648. Tel. (03) 5027 5027 Fax. (03) 5027 5000 E: council@wentworth.nsw.gov.au W: www.wentworth.nsw.gov.au

Wentworth Shire Council 2020.
 Department Finance, Services and Innovation 2020.
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A45 Acquisition area

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### 9.11 DISPOSAL OF RIVERFRONT PARCELS PROJECT

File Number: RPT/20/630

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Michele Bos - Strategic Development Officer

Objective: 2.0 Wentworth is a desirable Shire to visit, live, work and invest

Strategy: 2.5 Maintain/create desirable open spaces and recreation

facilities

### Summary

A recent amendment to the Wentworth LEP 2011 finalised the reclassification of 20 riverfront parcels from community to operational land. The finalisation of this amendment allows Council to proceed with the disposal of these parcels of land.

This report provides Council with details of how the disposal process will be undertaken and the costs applicable to purchasing the lots or portions thereof.

The report also seeks Council's endorsement as to decisions to be made when determining the parties to be involved in the disposal of the parcels and the alignment of the title boundaries.

### Recommendation

That Council:

- 1. Rescind resolutions a) and d) of RPT/16/1317 from the Ordinary Meeting held 16 November 2016.
- 2. Determine that where multiple landholders are affected, that all applicable parties are to obtain the adjacent portion of the parcel or the disposal does not proceed.
- 3. Undertake the responsibility of determining boundary alignments of riverfront parcels where there are multiple landholders involved.

### **Detailed Report**

### **Purpose**

The purpose of this report is to provide Council with details of the current status of the project, how the disposal process will be undertaken and to seek endorsement for decisions to be made as to determining the parties to be involved in the disposal of the parcels of riverfront land and how the boundary alignments will be determined.

### **Background**

The relevant riverfront parcels were historically dedicated to Council for public open space as part of development approvals for subdivisions.

The matter of these riverfront parcels has been an ongoing issue for many years. Particularly as the parcels are dispersed throughout the Shire, landlocked and therefore not maintainable by Council.

Council resolved at its Ordinary Meeting in July 2017 to submit a planning proposal to reclassify 20 riverfront parcels from community to operational land, to enable the disposal of the parcels to adjoining landholders.

Following the notification of the amendment to the Wentworth LEP 2011 on 26 June 2020, Council's Health & Planning department sent requests for expressions of interest to four (4) local land surveyors, seeking their interest in undertaking the surveying work for the project and a quote to prepare the consolidation and subdivision/consolidation plans. This provided Council with an indicative cost to proceed with the consolidation of parcels with single landholders and the subdivision and consolidation of portions of parcels with multiple landholders.

A request was also sent to one of Council's legal representatives who has substantial knowledge of land transfers in NSW, to obtain an estimate of the legal costs involved for Council to dispose of the parcels, including fees for the preparation of contracts, transfers and disbursements.

### Matters under consideration

A resolution of Council in November 2016 recorded the following:

### **Council Resolution**

That Council continues to support the project by provision of the requested budget of \$77,000.00 GST exclusive.

That Council reaffirms previous resolutions of 18 March 2015 meeting being:

- a) To develop a policy regarding the sale of riverfront parcels.
- b) To assist affected landholders by initially undertaking a quotation process on behalf of affected landholders for the survey costs.
- c) To assist affected landholders by waiving all or part of the fees associated with the subdivision of the Riverfront Parcels.
- d) To assist affected landholders by determining that the compensation payable to Council be at the rate determined by the Valuer General for their property.

The following are issues that need to be discussed and resolved, to provide transparency and a formalised process to assist with the progression of this project:

 As this is a 'one off' project, it is deemed unnecessary to develop a policy regarding the sale of riverfront parcels as per resolution a) above of Council at its Ordinary Meeting in November 2016.

Therefore, resolution a) above will require a rescission.

- 2. Based on the quotes obtained for surveying and legal costs, the estimated cost to the adjoining landholders is as follows:
  - Consolidation only, where there is only one landholder involved (7) = \$5,000; or
  - Subdivision & Consolidation, where there are several landholders involved (46) = \$6,000 each.

On this basis, resolution b) above of Council at its Ordinary Meeting in November 2016 has been satisfied.

3. The estimated costs outlined in 2. above includes a full waiver of the fees associated with the development application fee costs.

On this basis, resolution c) above of Council at its Ordinary Meeting in November 2016 has been satisfied.

4. It should be noted that the above cost is per landholder or party involved in the disposal process and is not determined by the land area to be consolidated with affected landholder titles or by a rate determined by the Valuer General as per resolution d) above of Council at its Ordinary Meeting in November 2016.

Therefore, resolution d) above will require rescission.

5. Should Council determine that the disposal of the parcels is to be cost neutral, letters will be sent to all affected landholders advising of the estimated cost involved in purchasing the relevant adjoining parcel or portion thereof. The letter will request that the landholder makes a formal declaration of interest in purchasing the parcel or portion of land.

The alternative to charging the affected landholders with the above costs, is for Council to absorb the full surveying and legal costs involved to dispose of the riverfront parcels. This would be at a cost of just over \$268,000 to Council.

- 6. Where multiple landholders are involved, all parties will need to be in agreement to obtain a portion of the lot. This ensures that the full subdivision and consolidation process can be completed where the outcome will be that no residual lots less than the minimum lot size are created, as outlined in the Planning Proposal to reclassify the land and in accordance with the subdivision provisions of the Wentworth LEP 2011.
- 7. As the current owner of the riverfront parcels, it will be Council's responsibility to determine the position of the new boundaries, particularly where there are multiple landholders involved and the boundary is not a straight forward alignment of the existing adjoining boundary. Council will endeavor to ensure that the boundary will be the most convenient, equitable and beneficial for all landholders involved in the project.

### **Options**

Based on the information contained in this report, the options available to address this matter are to:

- Rescind resolutions a) and d) as outlined above from the Ordinary Meeting in November 2016.
- Formally advise all affected landholders of the estimated cost of surveying and legal fees for either consolidation of the riverfront parcel or subdivision and consolidation of a portion of the riverfront parcel and request that the 'interest to purchase' form is returned advising of their intent or non-intent to purchase, or
- Absorb the costs associated with the disposal of the riverfront parcels.
- Determine that where multiple landholders are affected, that all applicable parties are to obtain the adjacent portion of the parcel or the disposal does not proceed.
- That Council take responsibility of determining boundary alignments of riverfront parcels where there are multiple landholders involved.

### Legal, strategic, financial or policy implications

The legal process of consolidating the parcels or portions of the parcels with adjoining titles must be open and transparent.

The process of subdivision and subsequent consolidation must comply with Environmental Planning & Assessment Act 1979 and the Wentworth LEP 2011.

The project should be cost neutral to Council to ensure that rate payers are not financially impacted by the disposal of the riverfront parcels. The project has already been funded by Council by way of covering the cost of engaging the planning consultant to prepare the planning proposal to reclassify the riverfront parcels from community to operational land. Any further costs will need to be borne by the landholder intending to obtain the parcel or portion of the parcel of land.

### Conclusion

The recommendations provided to Council in this report implement the process by which the riverfront parcels project will be undertaken to dispose of the parcels to the adjoining landholders and for the project to be cost neutral to Council.

### **Attachments**

Nil

## 9.12 JEWEL MARKET PLANNING PROPOSAL, LOT 3 DP 1216096, STURT HIGHWAY, GOL GOL

File Number: RPT/20/694

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Michele Bos - Strategic Development Officer

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

### **Summary**

Council has received advice from the Department of Planning, Industry and Environment (DPIE) that in July 2020 the NSW Premier announced the Planning System Acceleration Program to reform the NSW planning system. The reforms mandate all Planning Proposals that have been in the system for four (4) or more years to be completed by 31 December 2020.

The Jewel Market Planning Proposal received a Gateway Determination to proceed in September 2015. Due to a condition of the Gateway Determination remaining unsatisfied to date, the Planning Proposal has been unable to progress to community and state agency consultation.

This report seeks a resolution of Council to withdraw the Planning Proposal until such time as the condition of the Gateway Determination can be satisfied.

### Recommendation

That Council resolves to advise the Minister for Planning and Public Spaces that the Jewel Market Planning Proposal is to be withdrawn in accordance with Section 3.35(4) of the *Environmental Planning and Assessment Act 1979*.

### **Detailed Report**

### **Purpose**

The purpose of this report is to advise Council of the requirements for completing Planning Proposals that are four (4) or more years old and seek endorsement to request that the Jewel Market Planning Proposal be withdrawn.

### Background

The Jewel Market Planning Proposal received a Gateway Determination to proceed 25 September 2015. The Gateway Determination contained six (6) conditions.

Condition One (1) required that, prior to conducting community consultation, a Flood Study and Floodplain Risk Management Plan be prepared in accordance with the Floodplain Development Manual 2005 and submitted to the Department of Planning for approval.

The proponent was advised of the condition and that as the Shire wide Flood Study and Floodplain Risk Management Study and Plan had not yet been completed, encouraged to consider engaging consultants to prepare a site specific flood risk assessment. Council has not received a site specific flood risk assessment to support the Planning Proposal.

Subsequent extensions to the timeframe for completing the LEP have been requested and approved by the DPIE. The most recent extension until 6 April 2021 was issued on 2 April 2020. The cover letter accompanying the extension approval advised that the timeframe will not be approved for any further extension.

### Matters under consideration

Council has received a letter from the Group Deputy Secretary of DPIE, advising that in July 2020 the NSW Premier announced the Planning System Acceleration Program to reform the NSW planning system.

One of the requirements of the reforms, is that all Planning Proposals that have been in the system for more than four (4) years must be completed by 31 December 2020.

The Jewel Market Planning Proposal received a Gateway Determination a little over five (5) years ago and falls within the category that is required to be completed by 31 December 2020.

To complete the Planning Proposal, the following process would still need to be undertaken:

- 1) Request an amendment to Condition One (1) to only require a site specific study.
- 2) Complete a 28 day community consultation and a 21 day agency consultation period.
- Report to Council to seek endorsement to request an Opinion from Parliamentary Counsel (PCO) and to submit the Planning Proposal to DPIE for finalisation and notification.
- 4) Submit request for PCO.
- 5) Submit to DPIE to finalise and notify the plan on the legislative website.

Even if a site-specific flood risk assessment was received immediately from the proponent, there is insufficient time between now and 31 December 2020 to complete the Planning Proposal process by the required timeframe.

Should Council decide not to withdraw the Planning Proposal, DPIE will issue an altered Gateway Determination **not** to allow the Planning Proposal to proceed on the basis of it exceeding the Planning System Acceleration Program timeframe for being active in the system and the inability for the Planning Proposal to be completed by the required timeframe of 31 December 2020.

### Ontions

Based on the information contained in this report, the options available to address this matter are to:

- Withdraw the Planning Proposal and resubmit after completion of the Floodplain Risk Management Plan; or
- Await notification from DPIE that the Gateway Determination has been altered to not allow the Planning Proposal to proceed.

### Legal, strategic, financial or policy implications

There are no legal, financial or policy implications as a result of withdrawing the planning proposal.

Should both Council and the proponent elect to resubmit the Planning Proposal following completion of the Floodplain Risk Management Plan, the Planning Proposal will continue to have strategic justification through its inclusion in the Buronga Gol Gol Structure Plan and being assessed as a potential development site in the Floodplain Risk Management Study.

### Conclusion

Considering the time constraints for completing Planning Proposals to comply with Planning System Acceleration Program, Council has no option than to withdraw the Jewel Market Planning Proposal, with the intent to resubmit for a Gateway Determination when the Floodplain Risk Management Plan is completed.

### **Attachments**

Nil

## 9.13 DEVELOPMENT APPLICATION 2020/128 SWIMMING POOL 185 BOEILL CREEK ROAD LOT 1 DP 1215859 BOEILL CREEK

File Number: RPT/20/750

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: George Kenende - Development Assessment Officer

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire Strategy: 1.2 Encourage and support population growth and resident

attraction

### **Summary**

A Development Application (DA) (DA2020/128) has been received by Council for a swimming pool to be located at 185 Boeill Creek Road Lot 1 DP 1215859 Boeill Creek (the subject site).

The site falls under the RU1 Primary Production zone and in accordance with the *Wentworth Local Environmental Plan 2011* (WLEP 2011), swimming pools are permissible with consent in that zone as they can be classified as ancillary development to existing dwellings.

### **Recommendation**

- That Council, having considered the content of this report, resolves to issue development approval for DA2020/128 being a swimming pool located at 85 Boeill Creek Road Lot 1 DP 1215859 Boeill Creek.
- 2) That a division be called in accordance with s375A of the Local Government Act 1993 (NSW).

### **Detailed Report**

### **Purpose**

The purpose of this report is to provide sufficient information for Council to determine Development Application DA2020/128 having consideration to the detail provided both within this report and the development application.

### **Background**

A Development application was lodged with Council on 25 September 2020 seeking consent for a swimming pool on the subject site.

The application was publicly exhibited for 14 days as per Councils Community Participation Plan (CPP).

This application has been processed and is now being reported to Council for determination due to the Clause 4.6 Exceptions to development standards variation requested by the applicant.

Refer to Attachment 1 Development Application 2020/128.

### Matters under consideration

In determining a development application that requires consent, the consent authority must take into consideration matters prescribed in Section 4.15 of the *Environmental Planning and Assessment Act 1979* as relevant to the development.

The proposed development for a swimming pool is permitted with consent in the RU1 Primary Production zone as it is classified as an ancillary development to the existing dwelling.

Due to the proximity of the development to the river, it was also assessed against Chapter 3 of the Wentworth Development Control Plan (DCP) 2011. The proposed development satisfied the relevant provisions of the Wentworth Development Control Plan (DCP) 2011.

The proposed private swimming pool does not meet the developments listed as permissible within the 30meter river front building line under clause 7.6(2) *WLEP 2011*.

The proposed swimming pool will be located 23.26m from there the river, which contravenes clause 7.6 of the *WLEP 2011*. A clause 4.6 variation request was included with the application to allow variation to clause 7.6 of the WLEP2011. The justification to vary the development standards are listed within the attached 4.6 variation application form.

Based on the assessment of the application it has been determined that the proposed development is consistent with relevant objectives of the RU 1 primary Production zone, the relevant provisions of Wentworth Development Control Plan 2011 and sufficient justification has been provided to allow a 4.6 variation of the development standard.

Refer to Attachment 2 Assessment Report.

### **Options**

Based on the information contained in this report, the options available to address this matter are to:

Approve Development Application 2020/128 subject to conditions

### Legal, strategic, financial or policy implications

Should Council issue a determination to the application, the applicant has the right to submit a request for review of the determination to Council under Section 8.2 of the *Environmental Planning & Assessment Act 1987*.

The applicant also has the right to appeal the decision made by Council to the Land and Environment Court pursuant to Section 8.7 of the *Environmental Planning & Assessment Act* 1987.

### Conclusion

Having consideration to the content of this report it is concluded that the appropriate course of action is to approve DA 2020/128 subject to conditions contained within this report.

### **Draft Conditions**

### PRESCRIBED CONDITIONS

1. The development must adhere to the prescribed conditions in Part 6, Division 8A of the *Environmental Planning and Assessment Regulation 2000.* 

# GENERAL CONDITIONS imposed as per Section 4.17 of the *Environmental Planning and Assessment Act 1979*

The development hereby authorised shall be carried out strictly in accordance with the conditions of this approval per stamped approved plans listed below:
Site Plan by Energy Architecture; A010; PL0
Site Plan by Energy Architecture; A011; BR1
Concept Picture (1 – 10) by Pool Studio; No date
4.6 Variation application by applicant
Statement of Environmental Effect by James Golsworthy Consulting; Date: September 2020

	Further Information letter by James Golsworthy Consulting; Date: 23 September 2020
3.	Approval is for a swimming pool.
4.	This consent shall lapse and have no force or effect unless the use or development hereby permitted is physically commenced within 5 years of the date of this consent.
5.	(a) An application for a construction certificate is to be made under Section 4.12 of the Environmental Planning and Assessment Act 1979 and construction certificate(s) issued under Sections 6.3, 6.4(a) and 6.7 of the Environmental; Planning and Assessment Act 1979 prior to any work commencing on the building. All work in relation to plans for the construction certificate(s) shall comply with the requirements of the Building Code of Australia, the Environmental Planning & Assessment Act, and regulations, SEPP (Building Sustainability Index) BASIX 2004 and the Local Government Act and Regulations thereunder.
	(b) Application is to be submitted to Council under the Local Government Act NSW 1993 and approval given by Council under Section 68 of the Local Government Act NSW 1993 prior to any work being carried out to Carry out water supply work Carry out any plumbing & drainage work necessary to connect to a sewer system
	Carry out any plumbing & drainage work necessary to connect to a sewer system
6.	A dilapidation report must be submitted to Council, being the roads authority, prior to the commencement of any works. The report must document and provide photographs that clearly depict existing condition including any damage to the road, kerb and gutter, footpath, driveways or any other council assets in the vicinity of the development.  A final dilapidation report is to be provided to Council prior to issue of Occupation Certificate depicting the final condition of council assets in the vicinity of the development. Any damage to council assets is to be clearly identified and photographed to form part of the final dilapidation report.
	Any damage to Council assets shall be repaired at the cost of the beneficiary of this consent to Council's satisfaction prior to issue of Occupation Certificate. The beneficiary of this consent shall contact Council prior to commencing any repair works. Note: Access during construction shall only be through the frontage of the subject property.
7.	Subject to approval to commence works two days before any site works, building or demolition begins, the beneficiary of this consent must:
	Forward to Council notice of commencement of work and appointment of Principal Certifying Authority.  Notify the adjoining owners that work will commence.
8.	(a) Before the work is commenced, the Council must be informed in writing of: The name and contractor licence number of the licensee who has been contracted to do the work; or
	The name and permit number of the owner/builder who intends to do the work.
	(b) The Council is to be immediately informed in writing of similar details

	required in the above if:  A contract is entered into for the work to be undertaken by a different licensee; or
	Arrangements for the completion of the work are otherwise changed.
9.	Any normal building work will be restricted to the following hours in accordance with the NSW Interim Construction Noise Guideline:
	<ul> <li>(a) Monday to Friday, 7.00am and 6.00pm</li> <li>(b) Saturdays, 8.00am to 1.00pm</li> <li>(c) No work is to be carried out on Sundays and public holidays.</li> </ul>
10.	A Road Opening Permit is required from the Wentworth Shire Council prior to any works / excavation within the road reserve ie water tapping, sewer, driveway crossings etc. Please contact Councils Roads & Engineering Department on Tel: (03) 5027 5027 to arrange a permit.
11.	Any works undertaken in the subject land including building and filling shall not cause alteration to the previous drainage in the subject land or adjacent land. Any remedies required to discharge drainage water caused to be accumulated by the works associated with this permit shall be the responsibility of the beneficiary of this consent.
12.	All stormwater discharged from the site shall be conveyed by means of underground drains to a legal point of discharge. Any construction works/drainage works should be carried out in a manner that eliminates water ponding i.e. all run off/stormwater should be diverted away from low lying poor surface drainage areas.
13.	All plumbing and drainage work is to be carried out by a plumber and drainer, or other authorised person, licensed with the New South Wales Department of Fair Trading.
14.	A temporary hoarding or temporary construction site fence must be erected between the work site and adjoining lands before the works begin and must be kept in place until after the completion of the works if the works:
	<ul> <li>(a) Could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or</li> <li>(b) Could cause damage to adjoining lands by falling objects, or</li> <li>(c) Involve the enclosure of a public place or part of a public place.</li> </ul>
15.	Soil erosion control measures must be employed throughout the construction stage of the development to the satisfaction of the Responsible Authority.
16.	Throughout the construction period, from commencement of work, a suitable rubbish containment structure is to be located on site and utilized to ensure the construction site is kept clean and safe at all times.
17.	Toilet facilities are to be provided on or in the vicinity of the building site. The toilet must be connected to a public sewer, or if connection to a public sewer is not practicable, an approved chemical closet. The toilet facility must be installed on-site

	prior to the commencement of any other work.
18.	No building works are to encroach over any easements.
19.	The pool is to be constructed strictly in accordance with the manufacturer's recommendation.
20.	The swimming pool and safety fences and gates shall be installed in accordance with the approved plans and specifications and the Swimming Pools Act 1992, as amended.
21.	The swimming pool shall at all times be surrounded by a child resistant barrier: that separates the swimming pool from ant residential building situated on the premises and from any place (whether public or private) adjoining the premises; and that it is designed, constructed, installed and maintained in accordance with the standards prescribed by the Swimming Pools Regulation and AS1926.1-2012 Swimming Pool Safety, Safety Barriers for Swimming Pools.
22.	Access gates are to be self-closing and self-latching and shall open outwards from the pool area. The occupier of any premises in or on which a swimming pool is situated must ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use.
23.	The swimming pool shall not be filled with water until such time as the safety fencing and gates have been completed in accordance with the approved plans specifications.  Note: it is the responsibility of the beneficiary of this consent to ensure that all excavations and incomplete pools have appropriate safety fencing or are otherwise protected.
24.	Pool pumps, motors and equipment must not be housed and operated in a manner likely to cause nuisance, interfere with or inconvenience nearby properties or residents.
25.	Skimmer boxes, suction points must comply with AS 1926.1 – 2012 as current.
26.	Provide a hydrostatic pressure relief valve for relief of ground water table pressures.
27.	The occupier of any premises in or on which a swimming pool is situated must ensure that there is at all times a SIGN prominently displayed and permanently fixed in the vicinity of the swimming pool, which contains the words YOUNG CHILDREN SHOULD BE SUPERVISED WHEN USING THIS SWIMMING POOL, together with details of resuscitation techniques, in accordance with the provisions of section 17 of the Swimming Pools Act 1992.
28.	The occupier is to maintain on the premises, a full set of testing apparatus for checking the effectiveness of the chemical treatment of the pool water.

29.	Discharge from swimming pool filters are to be to Council's requirement. The pool discharge must be located a minimum distance of 100m from the Murray River and wetland area.
30.	The Swimming Pool must be registered on the NSW Swimming Pool Register.
31.	A certificate of the evaluation of the physical suitability of land with supporting documentation and test results signed by a professional Geotechnical/Civil Engineer confirming that the land is suitable for its intended purpose in terms of stability, compaction, strength and the like, shall be submitted to Council prior to the commencement of any building works.
32.	Prior to the installation of the swimming pool a certificate from a qualified structural engineer shall be supplied to Council / Principal Certifying Authority certifying the design and structural adequacy of the swimming pool to withstand the effects of inundation in the event of a flood.
33.	This permit does not authorise any filling on the floodplain other than filling required to ensure the deck level of the proposed swimming pool is above the 1% A.E.P. flood level.
34.	The building shall not be occupied or used until an Occupation Certificate is issued either by council or by an accredited certifier.
35.	As the swimming pool is to be erected on a flood liable land, Council cannot and will not take responsibility should the swimming pool be inundated in a flood event.
36.	As the swimming pool is to be erected on a floodplain, Council cannot and will not guarantee access in flood events and high rivers.
37.	If any object having interest due to its age or association with the past is uncovered during the course of the work:  (a) All work must stop immediately in that area, and (b) The Office of Environment and Heritage must be advised of the discovery.
38.	<ul> <li>If any Aboriginal object is discovered and/or harmed in, or under the land, while undertaking the proposed development activities, the proponent must:</li> <li>Not further harm the object</li> <li>Immediately cease all work at the particular location</li> <li>Secure the area so as to avoid further harm to the Aboriginal object</li> <li>Notify the Department of Planning, Industry and Environment as soon as practical on 131555, providing any details of the Aboriginal object and its location</li> <li>Not recommence any work at the particular location unless authorised in writing by the Department of Planning, Industry and Environment.</li> <li>In the event that skeletal remains are unexpectedly encountered during the activity, work must stop immediately, the area secured to prevent unauthorised access and</li> </ul>

NSW Police and the Department of Planning, Industry and Environment contacted.

### **REASONS FOR CONDITIONS**

- a) To ensure compliance with the terms of the Environmental Planning and Assessment Act.
- b) To ensure work is sustainable and that an appropriate level of provision of amenities and services occurs within the Shire and to occupants of lots.
- c) To minimise environmental impact and impact on public assets, degradation of natural resources and to enhance amenity.
- d) To provide for a quality environment, safe and efficient movement of people and to ensure public safety and interest.

### **ADVISORY NOTE**

The beneficiary of this consent is advised that the restriction on hours of work on Saturday, Sunday or public holiday does not apply during the prescribed period of the Environmental Planning and Assessment (COVID-19 Development—Construction Work Days) Order 2020 as per Section 10.17 of the Environmental Planning and Assessment Act 1979.

### **Attachments**

- 1. Development Application 2020/128 (Under Separate Cover) ⇒
- 2. Assessment Report (Under Separate Cover) ⇒

### 9.14 DELEGATED AUTHORITY APPROVALS AS AT END OF OCTOBER 2020

File Number: RPT/20/737

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Nicky Meredith - Coordinator Health and Planning

Objective: 1.0 Wentworth is a vibrant, growing and thriving Shire

Strategy: 1.1 Grow the potential for business and industry to develop and

expand

### **Summary**

For the month of October 2020, a total of 15 Development Applications and one S4.55 Modification Applications were determined under delegated authority by the Director Health and Planning.

The estimated value of the determined developments was \$1,627,002.00. This brings the year to date total to 138 Development Applications and 31 S4.55 Applications approved, with an estimated development value of \$29,082,013.00.

### **Recommendation**

- a) That Council receives and notes the report for the month of October 2020.
- b) That Council publicly notifies, for the purposes of Schedule 1 Division 4 Section 20 (2) of the Environmental Planning and Assessment Act 1979, the applications as listed in the attachment on the Wentworth Shire Council website.
- c) That a division be called in accordance with S375A of the *Local Government Act 1993* (*NSW*).

### **Detailed Report**

### **Purpose**

The purpose of this report is to provide Council with a list of Development Applications as tabled in Attachment 1, determined under delegated authority by the Director Health and Planning for the month of October 2020, hence complying with the requirements under section 3.20 of the Office of Local Government Promoting Better Practice Program.

### Conclusion

The total value of determinations was \$1,627,002.00 for the month of October 2020, which was less than the previous month of \$1,773,434.00. The average determination time was 28 days.

### **Attachments**

1. Determination of Development Applications for the month of October 2020.

# DETERMINATION OF DEVELOPMENT APPLICATIONS FOR THE MONTH OF OCTOBER 2020

WENTWORTH
SHIRE COUNCIL
WORTH IN DRIVE

FILE NUMBER	OWNER	LOCATION	DESCRIPTION	VALUE (EX GST)	DETERMINATION DATE	ACTIVE DAYS TO 31/10/2020
DA2020/092	Noel Pound	68-70 Summer Drive Lot 15 DP 1138081 Buronga	Subdivision	\$0.00	29/10/2020	89
84-55/2020/025	Grant Bertalli	83 Williamsville Road Lot 3 DP 540613 Curlwaa	Modify DA2018/005 farm stay accommodation	\$0.00	22/10/2020	55
DA2020/108	Peter & Sharon Kelleher	8 William Street Lot 1 DP 567181 Gol Gol	Storage shed	\$35,000.00	9/10/2020	24
DA2020/109	Heath Caldwell & Stephanie Murley	21 Kari Drive Lot 24 DP 1242927 Gol Gol	Storage shed	\$25,000.00	8/10/2020	22
DA2020/110	Signature Development Group Pty Ltd	24 Dawn Avenue Lot 1 DP 1259103 Gol Gol	Dwelling with garage	\$290,000.00	13/10/2020	26
DA2020/111	Dominic Falvo	388 Gol Gol North Road Lot 2 DP 1224385 Gol Gol	Removal & replacement of existing shed	\$51,000.00	15/10/2020	27
DA2020/112	Signature Development Group Pty Ltd	26 Dawn Avenue Lot 2 DP 1259103 Gol Gol	Dwelling with garage	\$330,000.00	13/10/2020	24
DA2020/113	Crown Land NSW	High Darling Road Lot 5141 DP 720089 Wentworth	Subdivision	\$0.00	15/10/2020	26
DA2020/115	Michael Hickey & Stacey Madden	10 Lauren Close Lot 33 DP 1038712 Gol Gol	Storage shed	\$15,815.00	15/10/2020	23
DA2020/116	Geoffrey & Susan Watson	58-60 Hendy Road Lot 2 DP 286830 Buronga	Storage shed	\$22,687.00	15/10/2020	21
DA2020/117	Julie Alderton & Stephen Reynolds	90 Hendy Road Lot 6 DP 1229757 Gol Gol	Dwelling with garage & storage shed	\$400,000.00	19/10/2020	23

# DETERMINATION OF DEVELOPMENT APPLICATIONS FOR THE MONTH OF OCTOBER 2020

# SHIRE COUNCI

DA2020/118	Sam Bezzina	Ashen Court Lot 15 DP 1242927 Gol Gol	Dwelling with garage & storage shed	\$410,000.00 19/10/2020	19/10/2020	22
DA2020/119	Infinity Farms Pty Ltd	395 Fletchers Lake Road Lot 644 DP 756961 Coomealla	Demolish existing dwelling	\$15,000.00	\$15,000.00   19/10/2020	22
DA2020/120	Infinity Farms Pty Ltd	295 Mulga Road Lot 1183 DP 820170 Coomealla	Demolish existing dwelling	\$15,000.00	\$15,000.00 22/10/2020	25
DA2020/121	Infinity Farms Pty Ltd	329 Fletchers Lake Road Lot 198 DP 756961 Coomealla	Demolish existing dwelling	\$15,000.00	\$15,000.00 20/10/2020	23
DA2020/122	Guiseppe & Karlie Brigante	Waratah Court Lot 6 DP1248641 Gol Gol	Shipping container for storage	\$2,500.00	\$2,500.00 22/10/2020	25

### 9.15 PROJECT AND WORKS REPORT UPGRADE - NOVEMBER 2020

File Number: RPT/20/713

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Tarryn Kampman - Administration Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

### **Summary**

This report provides a summary of the major works undertaken by the Roads and Engineering Department which have been completed during the month of October 2020.

### **Recommendation**

That Council notes the major works undertaken for October and the proposed works for November 2020.

### **Detailed Report**

Refer to attachments for update of works completed in October and planned activities scheduled for November 2020.

### **Attachments**

- 1. Attachment 1 Project and Works Update Update
- 2. Attachment 2 Projects & Works photos U.
- 3. Attachment 3 Road works Program U.

### Project update for October 2020

### Roads

- Reconstruction Golf Course Road Dareton pavement completed with sealing works to commence late November.
- The next 4km section of Arumpo Road reconstruction to commence second week in November, with site establishment including the installation of traffic control signs and plant transported to worksite. The works are funded by Regional Roads Repair Program.
- Commencement of Council's Roads to Recovery resealing program confirmed, with the borders being reopened 23 November Council's sealing contractor will be able to commence works end of November.
- Natural form up works were completed on 8km of the Ivanhoe Road at Overnewton, at the end of October, as part of Council's Roads to Recovery program.
- Gol Gol school crossing- The Southern pedestrian fence scheduled to be constructed late November and the thermoplastic line marking to be confirmed due to Covid19 restrictions.

### Maintenance grading

• Due to the significant increase in traffic on both Renmark and Arumpo Roads maintenance grading works was focused on these two roads.

### Road Safety Officer

 Bike week was celebrated on Monday 19 October at Gol Gol Public School where 190 students took part in safety sessions including helmet fittings and bike maintenance.

### Projects

### **Buronga EDS**

- Pontoon and pile brackets installed.
- · Fender brackets installed.
- Pontoon brackets installed.
- Slab formwork being prepared in workshop.

### **Buronga Riverfront**

 Tenders closed 19 October for the Landscaping & Nature Play Installation. Tenders to be assessed and a report submitted to the December Council meeting.

### **Dareton Sewer Upgrade**

- Completion of installation of Lagoon No.1 reshaping in preparation for GLC Liner installation.
- Pumping diversion to lagoon 3 continues
- Bentonite mixing of lagoon 2 completed
- New inlet works concrete pours completed
- Final testing and commission the newly constructed Sewerage Pump Station along Golf Course Road.
- New sewer pump station SCADA testing completed
- Sewer Rising Main (SRM) has had CCTV camera inspection for WSC approval.

### Wentworth Sewer Upgrade

- · Commence final Lagoon GCL Liner.
- The electrical contractor continues to undertake SCADA works to Sewerage Pumping Stations #1 and #2.
- SPS#1 Electrical switchboard has been ordered.
- Pressure tested pipeline from chainage 0.50 to ch 1.275 successful test
- 2 coat bitumen sealing of pipeline trenched areas from chainage 0.50m to ch 1.275.

### Gol Gol Water Treatment Plant Electrical and Process upgrade

- Installation of access stairs and platform on filter structure.
- Filter control panel installed and being commissioned.
- 25m antenna mast installed at balance tank site.
- Lunch room building installed completed plumbing and electrical works.
- Purchased items for internal fit out of lunch room.
- · Continuing to monitor and modify telemetry links.
- Lawns growing from reinstatement works, with irrigation systems final adjustments made to suit new lawn areas.
- Modification works to North Eastern corner of lagoon 2 liner and earthworks started.
- Laboratory demolition has been completed.
- Laboratory building modification works underway.

### Midway Centre - Bendigo Bank Agency

- · Doors removed and solid wall constructed.
- Electrical fit out underway.
- Cabinet and new bench fit out scheduled for installation mid-November.
- · Security cameras installed.
- Works on track for completion for Bendigo Bank Agency to be operational by 1st December.

### Pooncarie Hall Painting

- Works awarded to Karym Cleaning Services.
- · All pre-painting repair works completed.
- Contractor advised painting will be completed by Friday 18 December.

### **Anabranch Hall Painting**

- · Works awarded to Karym Cleaning Services.
- All pre-painting repair works completed.
- Contractor scheduled to commenced painting works Wednesday 4 November.
- Contractor advised painting to be completed Friday 18 December 2020.

### **Pitman Avenue and Wood Street Shared Paths**

- Council to advise impacted residents of footpath works in each location.
- Tenders for both concrete shared path projects have been assessed, Council to award the works late November.

### Wentworth Aerodrome Upgrade

- The installation of the runway and apron area lighting and electrical upgrade works continuing.
- Works are underway to commence on construction of extra code B parking area under items listed in provisional contact works.

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- Delivery of sealing aggregate for surfacing works planned for November 2020.
- All surface areas currently being prepared for sealing and asphalting.
- Sealing contractor scheduled to commence prime works week beginning 23 November with asphalt and sealing works to follow, scheduled for 30 November.
- Electrical transformer has been upgraded and an application has been submitted to AGL (Electrical supplier) to increase WSC supply agreement form small to large.

### Willow Bend Caravan Park Upgrade

- Caravan park electrical meters upgraded to CT metering for higher peak demands.
- Electrical supply infrastructure installed. The installed assets form part of the Essential Energy supply network.
- Survey and drainage layout for proposed caravan park layout complete, including road and retaining wall location plans.

### Stronger Country Communities Grant Funded Projects

### **Barrett Pavilion**

- Building complete other than for delays with vinyl flooring and carpet laying hindering final plumbing fit off.
- All mechanical, electrical and hydraulic services installed and tested
- Final Certificate of Occupancy pending.
- Final trimming of the site completed and some bollards to be placed to protect critical infrastructure.

### **George Gordon Netball Courts**

- Lux testing for flood lights pending travel restrictions.
- · Court repairs scheduled to commence, pending travel restrictions.
- Fence extension works currently underway.
- Shade structures currently being installed by the club.

### Wentworth Riverfront BBQ & Nature Play Area

- Quotes for landscaping, earthworks, and BBQ area advertised and closed on 6 November. Quotes to be assessed and works awarded early December.
- Playground currently being manufactured with installation scheduled for January 2021.

### Works scheduled for November 2020

### Roads

- Adelaide Lane completion of in-house design completed. Construction and sealing programmed for late November-early December.
- Heavy Patching works on Sturt Highway and Silver City Highway are scheduled to commence 23 November.
- IGA roadworks Pedestrian fence along Hendy Road adjacent Midway
   IGA is scheduled to be installed week commencing 16 November.
- Roads to Recovery reseal works are scheduled to commence late-November.
- Gol Gol school crossing Pedestrian Fence scheduled to be installed late November.

### **Maintenance Grading**

 Planned maintenance grading to remove known hazards and improve the conditions on; Ivanhoe, Pooncarie-Menindee, Arumpo and Top Hut roads.

### **Road Safety Works Update**

 National Road Safety Week begins Sunday 15 November (usually held in May) WSC has installed the Towards Zero flags on both bridges and a giant yellow ribbon on George Gordon Oval which will be complemented with a week of activities with daily themes such as bus safety and mobile phone use. A full calendar of activities will be on Council's Facebook and Website during the national week.

### Projects Wentworth Aerodrome Upgrade

- Construction works on the new toilet block scheduled to be completed early December.
- The Aerodrome user's manual and fees & charges is on public exhibition with comments closing 21 November, report to Council will be submitted for the December meeting with recommendations.
- Establishment of wind directional indicators, ground signal area, installation of required markers and line marking works to commence end of December.
- Installation of runway lighting works continuing.
- Sealing and asphalting works scheduled to commence 23 November.

### **Buronga EDS**

- Slab fence currently being prepared ready for installation mid-December
- Gangway scheduled to be delivered 9 November to site.

### **Buronga Riverfront**

 Report being prepared to submit to the November Council meeting for approval to award tender.

### **Dareton Sewer Upgrade**

- Commence installation of Lagoon 1 GCL Liner.
- Commence demolition of Dareton Sewer Treatment Plant end of November.

### **Gol Gol Water Treatment Plant Electrical and Process upgrade**

· Contractor to continue pulling new cabling through conduit system

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- · Contractor to continue with testing local control panels for commissioning.
- Telemetry links (final) to be tested and commissioned.
- · Laboratory refurbishment works continuing.
- Relocation of turbidity meters to laboratory.
- Deployment of PLC and SCADA architecture and testing system as changeover of individual areas occur.
- Completion of lagoon 2 liner modifications.

#### Midway Centre – Bendigo bank agency

- Electrical fit out to be completed end of November.
- Cabinet and new bench fit out scheduled for installation mid-November.
- Works are on schedule to be completed for Bendigo Bank Agency to be operational by 1 December 2020.

#### Wentworth Sewer Upgrade

- Completion of the final hook ups of the rising main at Wentworth West to Wentworth East.
- Completion of works to the lagoons at the Wentworth East Sewerage Treatment Plant.
- Commence works for Neville Street stormwater upgrades.

#### Willow Bend Caravan Park Upgrade

 Remaining service assets to be designed, including sewer, filtered and raw water, irrigation, internal electrical supply (lighting and powered sites), and fire services.

#### Pooncarie Hall Painting

 Contractor advised painting will be completed by Friday 18 December 2020.

#### **Anabranch Hall Painting**

 Contractor commenced painting works early November, with painting to be completed by Friday 18 December 2020.

#### Stronger Country Communities Grant Funded Projects

#### **Barrett Pavilion**

· Final dressings of site to be finalised.

#### **George Gordon Netball Courts**

- Fence extension works currently underway due to be completed November.
- Shade structure installation that is being installed by the Football Club to be completed end of November.

#### Pitman Avenue and Wood Street Shared Paths

• Council to award works for both shared path projects late November.

#### Wentworth Riverfront BBQ & Nature Play Area

- Landscaping, earthworks, and BBQ area works to be awarded early December.
- Playground currently being manufactured with installation scheduled for January 2021.
- Electrical works to take place late November and are expected to be completed January 2021.

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Images 1-6 – Works being undertaken at the Gol Gol Water Treatment Plant as part of the upgrade works



Image 7 – Bentonite mixing of Lagoon #2, Dareton





Images 8 & 9 - Reinstatement works of roadway, Beverley St Wentworth





Images 10 & 11 - Road works at Midway IGA





Images 12 & 13 - Inside the nearly completed Barratt Pavilion

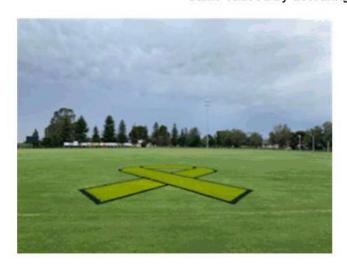


Image 14 – EDS Buronga





Images 15 & 16 – Speed zone reminder VMS boards on Pitman Avenue, due to increased traffic caused by detouring IGA works



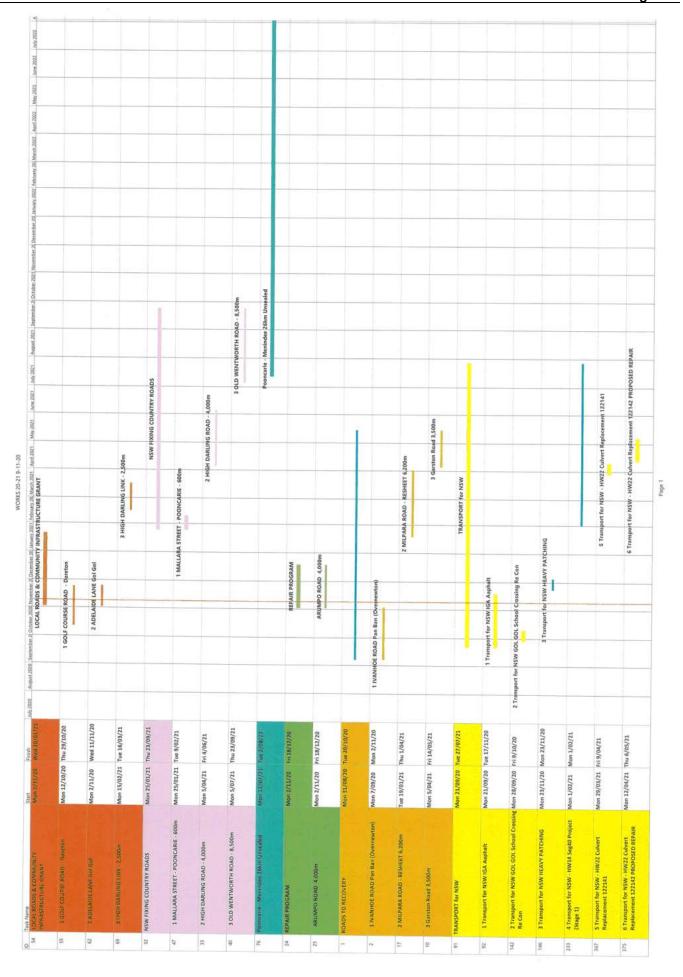


Images 17 & 18 – signage created in preparation for National Road Safety Week





Images 19 & 20 - Bike Week at Gol Gol Primary School



### 10 NOTICES OF MOTIONS / QUESTIONS WITH NOTICE

Nil

# 11 CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION

Despite the right of members of the public to attend meetings of a council, the council may choose to close to the public, parts of the meeting that involve the discussion or receipt of certain matters as prescribed under section 10A(2) of the Local Government Act.

With the exception of matters concerning particular individuals (other than councillors) (10A(2)(a)), matters involving the personal hardship of a resident or ratepayer (10A(2)(b)) or matters that would disclose a trade secret (10A(2)(d)(iii)), council must be satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

The Act requires council to close the meeting for only so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security being protected. (section 10B(1)(a))

Section 10A(4) of the Act provides that a council may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

Section 10B(4) of the Act stipulates that for the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:-

- (a) a person may misinterpret or misunderstand the discussion, or
- (b) the discussion of the matter may -
  - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
  - (ii) cause a loss of confidence in the council or committee.

#### **Recommendation**

That Council adjourns into Closed Session, the recording of the meeting be suspended, and members of the press and public be excluded from the Closed Session, and that access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution.

This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:-:

#### 12.1 Mourquong Filtered Water. (RPT/20/690)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (a) personnel matters concerning particular individuals (other than councillors).

### 12.2 Plant Replacement - Approval of Tenders for Replacement of Plant 658 - Ranger. (RPT/20/706)

disclosed would prevent council from achieving its 'value for money' objectives.

### 12.3 Plant Replacement - Approval of Tenders for Replacement of Plant 651 Mazda BT50 and Plant 652 Mazda BT50. (RPT/20/707)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (d) (ii) information that would, if disclosed, confer a commercial advantage on a competitor of the council. On balance, the public interest in preserving the confidentiality of information about the item outweighs the public interest in maintaining openness and transparency in council decision-making.

## 12.4 Plant Replacement - Approval of Tenders for Replacement of Plant 904 Triton Utility and 905 Triton Utility. (RPT/20/708)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (d) (i) commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it. On balance, the public interest in preserving the confidentiality of information about the item outweighs the public interest in maintaining openness and transparency in council decision-making.

## 12.5 Plant Replacement - Approval of Tenders for Repalcement Plant 653, 654 & new pool vehicle. (RPT/20/709)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

# 12.6 Panel Contract - Supply of Road Construction Materials PC2021/03. (RPT/20/712)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

## 12.7 Panel Contract - Supply of Building Trades, Professional & Consultation Services PC2021/01. (RPT/20/710)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

# 12.8 Panel Contract - Hire of Construction Plant & Equipment PC2021/02. (RPT/20/711)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial

advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

#### 12.9 PT2021/04 - Buronga Riverfront Nature Play Area. (RPT/20/742)

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

### 12.10PT2021/02 & PT2021/03 - Construction of Concrete Shared Paths in Buronga / Gol Gol. (RPT/20/741)

#### 12 OPEN COUNCIL - REPORT FROM CLOSED COUNCIL

#### 12.1 MOURQUONG FILTERED WATER

File Number: RPT/20/690

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Geoff Gunn - Director Roads and Engineering

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.1 Promote the efficient delivery of water supply, sewer and

drainage services for the long term interests of future

generations

#### **REASON FOR CONFIDENTIALITY**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (a) personnel matters concerning particular individuals (other than councillors).

### 12.2 PLANT REPLACEMENT - APPROVAL OF TENDERS FOR REPLACEMENT OF PLANT 658 - RANGER

File Number: RPT/20/706

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Allan Eastmond - Manager Works

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

### 12.3 PLANT REPLACEMENT - APPROVAL OF TENDERS FOR REPLACEMENT OF PLANT 651 MAZDA BT50 AND PLANT 652 MAZDA BT50

File Number: RPT/20/707

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Allan Eastmond - Manager Works

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (d) (ii) information that would, if disclosed, confer a commercial advantage on a competitor of the council. On balance, the public interest in preserving the confidentiality of information about the item outweighs the public interest in maintaining openness and transparency in council decision-making.

### 12.4 PLANT REPLACEMENT - APPROVAL OF TENDERS FOR REPLACEMENT OF PLANT 904 TRITON UTILITY AND 905 TRITON UTILITY

File Number: RPT/20/708

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Allan Eastmond - Manager Works

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (d) (i) commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it. On balance, the public interest in preserving the confidentiality of information about the item outweighs the public interest in maintaining openness and transparency in council decision-making.

### 12.5 PLANT REPLACEMENT - APPROVAL OF TENDERS FOR REPALCEMENT PLANT 653, 654 & NEW POOL VEHICLE

File Number: RPT/20/709

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Allan Eastmond - Manager Works

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

### 12.6 PANEL CONTRACT - SUPPLY OF ROAD CONSTRUCTION MATERIALS PC2021/03

File Number: RPT/20/712

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Geoff Gunn - Director Roads and Engineering

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

### 12.7 PANEL CONTRACT - SUPPLY OF BUILDING TRADES, PROFESSIONAL & CONSULTATION SERVICES PC2021/01

File Number: RPT/20/710

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Geoff Gunn - Director Roads and Engineering

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

### 12.8 PANEL CONTRACT - HIRE OF CONSTRUCTION PLANT & EQUIPMENT PC2021/02

File Number: RPT/20/711

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Geoff Gunn - Director Roads and Engineering

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

#### 12.9 PT2021/04 - BURONGA RIVERFRONT NATURE PLAY AREA

File Number: RPT/20/742

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Taygun Saritoprak - Project Officer

Objective: 2.0 Wentworth is a desirable Shire to visit, live, work and invest Strategy: 2.1 Grow visitation to the Shire by developing a quality visitor

experience and promoting our destination

#### REASON FOR CONFIDENTIALITY

### 12.10 PT2021/02 & PT2021/03 - CONSTRUCTION OF CONCRETE SHARED PATHS IN BURONGA / GOL GOL

File Number: RPT/20/741

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Taygun Saritoprak - Project Officer

Objective: 3.0 Wentworth is a community that works to enhance and

protect its physical and natural assets

Strategy: 3.2 Plan for and develop the right assets and infrastructure

#### REASON FOR CONFIDENTIALITY

### 13 CONCLUSION OF THE MEETING

### **NEXT MEETING**

16 December 2020