



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 **WENTWORTH SHIRE COUNCIL CHAMBERS, SHORT STREET, WENTWORTH**, commencing at **7:00PM**.

The meeting is being livestreamed and/or recorded for on-demand viewing via Council's website. 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.

Councillors & staff are obligated to declare Conflicts of Interest as required under the Local Government Act 1993 and Councils adopted Code of Conduct.

Councillors are reminded of their Oath of Office whereby they have declared and affirmed that they will undertake the duties of the Office of Councillor in the best interests of the people of Wentworth Shire and the Wentworth Shire Council and that they will faithfully and impartially carry out the functions, powers, authorities and discretions vested in them under the Local Government Act 1993 or any other Act to the best of their ability and judgment.

KEN ROSS
GENERAL MANAGER

ORDINARY MEETING

AGENDA

18 OCTOBER 2023

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1 OPENING OF MEETING

THE MAYOR REQUESTS THAT THE GENERAL MANAGER MAKES
ANNOUNCEMENTS REGARDING THE 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 20 September 2023 be confirmed as
circulated.



ORDINARY MEETING MINUTES

20 SEPTEMBER 2023

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1 OPENING OF MEETING

The Mayor opened the meeting with a prayer at 7:00PM.

2 PRAYER OR ACKNOWLEDGEMENT OF COUNTRY

PRESENT:

COUNCILLORS: Councillor Tim Elstone
Councillor Brian Beaumont
Councillor Steve Cooper
Councillor Peter Crisp
Councillor Steve Heywood
Councillor Daniel Linklater
Councillor Jane MacAllister
Councillor Susan Nichols
Councillor Jo Rodda

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 to General Manager)
Hannah Nicholas (Business Support Officer)

3 APOLOGIES AND LEAVE OF ABSENCE

Nil

4 DISCLOSURES OF INTERESTS

Councillor Nichols advised that he had a less than pecuniary interest in Item 9.14 as she is a friend of the applicants Grandfathers sister.

5 CONFIRMATION OF MINUTES

Recommendation

That the Minutes of the Ordinary Meeting held 16 August 2023 be confirmed as circulated.

Council Resolution

That the Minutes of the Ordinary Meeting held 16 August 2023 be confirmed as amended.

Moved Cr Rodda, Seconded Cr Linklater

CARRIED UNANIMOUSLY

6 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

6.1 Outstanding Matters from Previous Meetings

File Number: RPT/23/569

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

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

Officer Recommendation

That Council receives and notes the list of outstanding matters as at 13 September 2023.

Council Resolution

That Council receives and notes the list of outstanding matters as at 13 September 2023.

Moved Cr Rodda, Seconded Cr. Nichols

CARRIED UNANIMOUSLY

7 MAYORAL AND COUNCILLOR REPORTS

7.1 Mayoral Report

File Number: RPT/23/517

Recommendation

That Council receives and notes the information contained in the Mayoral report

Council Resolution

That Council receives and notes the information contained in the Mayoral report

Moved Cr. Elstone, Seconded Cr Crisp

CARRIED UNANIMOUSLY

7.2 Western Division of Councils Annual General Meeting

File Number: RPT/23/520

Summary

Cr Peter Crisp and Ken Ross, General Manager attended the Western Division of Councils Annual General Meeting and Conference held in Cobar 9 – 11 August 2023.

Recommendation

That the information contained in the report from Councillor Crisp be noted.

Council Resolution

That the information contained in the report from Councillor Crisp be noted.

Moved Cr Crisp, Seconded Cr Rodda

CARRIED UNANIMOUSLY

8 REPORTS FROM COMMITTEES

8.1 Audit, Risk and Improvement Committee

File Number: RPT/23/541

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 Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

A meeting of the Audit, Risk and Improvement Committee was held on 11 August 2023 and the draft Minutes of the meeting are attached to this report for the information of Councillors.

The Committee considered the following item of business:

- Audit Office of NSW Update
- Internal Audit Report and 3 year Internal Audit Plan
- Procurement Review
- Audit, Risk and Improvement Committee Annual Report
- Development of the 2023-2024 Work Plan
- Review of the Committee Terms of Reference
- Quarterly Operational Plan Progress Report
- Quarterly Budget Review – Fourth Quarter 2022-2023

Officer Recommendation

That Council receive and note the draft minutes of the Audit, Risk and Improvement Committee Meeting held on 11 August 2023.

Council Resolution

That Council receive and note the draft minutes of the Audit, Risk and Improvement Committee Meeting held on 11 August 2023.

Moved Cr Nichols, Seconded Cr Beaumont

CARRIED UNANIMOUSLY

9 REPORTS TO COUNCIL

9.1 Statutory Meeting Item - Election of Mayor

File Number: RPT/23/513

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

Councils that elect their Mayors are required under section 290(1)(b) of the *Local Government Act 1993* (the Act) to hold mid-term mayoral elections in September 2023. Mayors elected in September 2023 will hold their office until council elections are held on 14 September 2024.

Schedule 7 of the *Local Government (General) Regulation 2021*, provides for the election of Mayor by Councillors by either ordinary ballot, open voting or by preferential ballot.

This procedure is overseen with the returning officer duties performed by the General Manager.

Recommendation

1. That Council determines in the event of two or more nominations being received for Mayor the process to elect the Mayor either by ordinary ballot **or** open voting **or** preferential ballot;
2. That the General Manager receives nominations for the position of Mayor and declares whether an election is required, and if so conducts the election.

Council Resolution

1. That Council determine to elect the Mayor by open voting.
2. That the General Manager receives nominations for the position of Mayor and declares whether an election is required, and if so conducts the election.

Moved Cr. Elstone, Seconded Cr Cooper

CARRIED

For the Motion : *Clr.s Beaumont, Cooper, Crisp, Elstone, Heywood, Linklater and Nichols.*

Against the Motion: *Clr.s MacAllister and Rodda.*

The General Manager, being the returning officer, advised he had received (two) 2 nominations for the position of Mayor, those nominations being:

- Cr Daniel Linklater
- Cr Jane MacAllister

On a show of hands there were 6 (six) votes for Councillor Linklater and 3 (three) votes for Councillor MacAllister.

Councillor Daniel Linklater was declared the duly elected Mayor of Wentworth Shire Council until the next Local Government Election.

The General Manager advised that the Deputy Mayor position was now vacant.

Council Resolution

1. That Council determine to elect a Deputy Mayor by open voting.
2. That the General Manager receives nominations for the position of Deputy Mayor and declares whether an election is required, and if so conducts the election.

Moved Cr. Elstone, Seconded Cr Cooper

CARRIED UNANIMOUSLY

The General Manager, being the returning officer, advised he had received (two) 2 nominations for the position of Deputy Mayor, those nominations being:

- Cr Susan Nichols
- Cr Jane MacAllister

On a show of hands there were 6 (six) votes for Councillor Nichols and 3 (three) votes for Councillor MacAllister.

Cr Susan Nichols was declared the duly elected Deputy Mayor of Wentworth Shire Council until the next Local Government Election.

Mayor Linklater took the Chair and returned to Item 9.2 on the agenda.

9.2 Statutory Meeting Item - Delegations to Mayor and Deputy Mayor

File Number: RPT/23/512

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 purpose of this report is to establish the delegated authority of the Mayor and Deputy Mayor. Council Policy GOV009 sets the delegations for these positions. The policy is attached for reference to the schedules. There have been no amendments made to the delegation schedules.

Recommendation

1. That Council retains all functions, duties and responsibilities outlined in schedule 1 of Council Policy GOV009.
2. That Council, pursuant to Section 377 of the *Local Government Act 1993*, delegates to the Mayor, as elected at the Council Meeting on 20 September 2023, the powers, duties, authorities and functions of the position as listed in schedule 2 of the Delegation Policy (GOV009).
3. That Council resolves that in the absence of the Mayor, and when officially acting in the position of Mayor, the Deputy Mayor, as elected at the Council Meeting on 10 January 2022 is authorised to exercise delegations of the Mayor as listed in schedule 2 of the Delegation Policy (GOV009).
4. That the delegations remain in place until the next Local Government election or until revoked or amended by Council.

Council Resolution

1. That Council retains all functions, duties and responsibilities outlined in schedule 1 of Council Policy GOV009.
2. That Council, pursuant to Section 377 of the *Local Government Act 1993*, delegates to the Mayor, as elected at the Council Meeting on 20 September 2023, the powers, duties, authorities and functions of the position as listed in schedule 2 of the Delegation Policy (GOV009).
3. That Council resolves that in the absence of the Mayor, and when officially acting in the position of Mayor, the Deputy Mayor, as elected at the Council Meeting on 20 September 2023 is authorised to exercise delegations of the Mayor as listed in schedule 2 of the Delegation Policy (GOV009).
4. That the delegations remain in place until the next Local Government election or until revoked or amended by Council.

Moved Cr Crisp, Seconded Cr Rodda

CARRIED UNANIMOUSLY

9.3 Statutory Meeting Item - Council Meeting Dates and Times

File Number: RPT/23/505

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.4 Provide strong leadership and work in partnership to strategically plan for the future

Summary

The purpose of this report is to set the dates and times for the ordinary meetings of council.

Recommendation

That the Ordinary meetings of council be held in the Council Chambers Wentworth at a nominated time on the following days:-

- Wednesday 18 October 2023
- Wednesday 15 November 2023
- Wednesday 20 December 2023 or 13 December 2023
- Wednesday 17 January 2024 or 24 January 2024 or not held
- Wednesday 21 February 2024
- Wednesday 20 March 2024
- Wednesday 17 April 2024
- Wednesday 15 May 2024
- Wednesday 26 June 2024
- Wednesday 17 July 2024
- Wednesday 21 August 2024
- Wednesday 18 September 2024

That a Pre meeting Briefing be held prior to the Council Meeting commencing at a time nominated by Council.

Council Resolution

That the Ordinary meetings of council be held in the Council Chambers Wentworth at 7pm on the following days:-

- Wednesday 18 October 2023
- Wednesday 15 November 2023
- Wednesday 13 December 2023
- Wednesday 24 January 2024
- Wednesday 21 February 2024

- Wednesday 20 March 2024
- Wednesday 17 April 2024
- Wednesday 15 May 2024
- Wednesday 26 June 2024
- Wednesday 17 July 2024
- Wednesday 14 August 2024

That a Pre meeting Briefing be held prior to the Council Meeting commencing at 5pm.

Moved Cr Rodda, Seconded Cr Cooper

CARRIED UNANIMOUSLY

9.4 Statutory Meeting Item - Review of Internal Committees

File Number: RPT/23/510

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.4 Provide strong leadership and work in partnership to strategically plan for the future

Summary

The Statutory meeting of Council is an opportunity for Council to review the committee structure that it requires for the upcoming 12 month period. Council is able to determine the number and type of committees that it wishes to establish and the functions of each committee

Recommendation

That Council considers the list of Internal Committees and determines appropriate representation.

Council Resolution

That Council determines the Councillor representatives for the Internal Committees as listed with the inclusion of an Internal Audit & Risk Committee with the Mayor, Deputy Mayor, Cr Rodda, Cr MacAllister and Cr Crisp being the representatives and General Manager Review Committee comprising Mayor, Deputy Mayor, Cr Elstone as the Council representative and Cr Beaumont as the General Managers representative.

Moved Cr. MacAllister, Seconded Cr Crisp

CARRIED UNANIMOUSLY

There were two candidates for the Councillor position on the General Manager Review Committee.

Cr Elstone was nominated by Cr Crisp and Seconded by Cr Cooper

Cr MacAllister was nominated by Cr Rodda and Seconded by Cr Heywood

The Mayor asked for a vote Cr Elstone received (six) 6 votes and Cr MacAllister received (two) 2 votes. One Councillor did not vote.

Listing of Internal Committees and User Groups 20 September 2023

Advisory Committees	Meeting Frequency	Council Delegate(s)	Other Advisory Officers
Floodplain Risk Management Committee	When required	Mayor, Cr Elstone, Cr Nichols	Robert Rigby, Michelle Kelly, David Buck, SES

Audit, Risk and Improvement Committee	Min Quarterly	Cr Beaumont	Roseanne Kava (Chair) Diane Schmidt, Caroline Smith
Heritage and History Advisory Committee	When required	Cr MacAllister and Cr Nichols Alternate Councillor - Cr Beaumont	Greg Harrison, Russell James, Robert Hannaford, Nikita Vanderbyl, Tony Bruce-Mullins & Staff
Internal Audit and Risk Committee	When Required	Mayor, Deputy Mayor, Cr Rodda, Cr Crisp, Cr MacAllister,	
General Managers Performance Review Committee	When Required	Mayor, Deputy Mayor, Cr Elstone (Council Rep) Cr Beaumont (GM Rep)	
User Groups	Meeting Frequency	Delegate(s)	Alternate Councillor(s)
Carramar Drive Sporting Complex User Group	When required	Mayor, Cr Rodda, Cr MacAllister	N/A
George Gordon Oval User Group	When required	Cr Cooper, Cr Crisp, Cr Elstone	Cr Heywood
James King Park User Group	When required	Mayor, Cr MacAllister, Cr Rodda	N/A
Wentworth Showgrounds User Group	When required	Cr Beaumont, Cr Heywood & Cr Nichols	Cr Elstone
Wentworth Sporting Precinct User Group	When required	Cr Beaumont, Cr Heywood and Cr Cooper	N/A
Pooncarie Sporting Reserve User Group	When required	Cr Heywood, Cr Rodda, Cr Elstone	N/A

9.5 Statutory Meeting Item - Review of External Committees

File Number: RPT/23/508

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.4 Provide strong leadership and work in partnership to strategically plan for the future

Summary

In order to respond to the needs of its community, Council annually reviews the External Committees to which it has appointed representatives. Representation on these committees is important in our community engagement obligations.

Recommendation

That Council considers the list of External Committees and determines appropriate representation.

Council Resolution

That Council determines the Councillor representatives for the External Committees as listed.

Moved Cr. MacAllister, Seconded Cr. Elstone

CARRIED UNANIMOUSLY

EXTERNAL COMMITTEES 20 September 2023

Committee	Meeting Frequency	Nominated Representative(s)
Australian Inland Botanic Gardens	Monthly	Cr Rodda, Cr MacAllister
Barkandji Indigenous Land Use Agreement Working Group	As required	Mayor, Deputy Mayor, Cr Elstone and General Manager
Bottle Bend Reserve Land Manager	Monthly	Cr MacAllister, (Cr Beaumont as alternate)
Bush Fire Management Committee	Twice per annum	Cr Nichols (Cr Elstone and Cr MacAllister as alternate)
ClubGRANTS Category One (1) Funding Committee	Twice per annum	Mayor
Country Mayor's Association of NSW	As required	Mayor
Community Safety Precinct Meeting	As required	Cr Cooper
Critical Water Advisory Group	As required	Cr Elstone, Cr Heywood
Far West Joint Organisation – Broken Hill, Wentworth, Balranald, Central Darling	As required	Mayor and Deputy Mayor

Joint Regional Planning Panel	As required	Cr Crisp and Cr Nichols (Cr Heywood as alternate)
Menindee Lakes SDLAM Stakeholder Advisory Group (SAG)	As required	Cr Elstone, Cr MacAllister
Murray Darling Association (Region 4)	Min. 4 times per annum	Mayor, Cr Elstone, Cr Heywood, Cr Nichols
NSW Locks 8 & 9 SDLAM Stakeholder Advisory Group (SAG)	As required	Cr Cooper (alternate Cr MacAllister)
Public Libraries NSW	Twice per annum	Cr Nichols
Wentworth Regional Tourism Inc.	Monthly	Cr Rodda
Wentworth Shire Health Interagency Group (WSIG)	Monthly	Cr MacAllister and Cr Rodda
Wentworth Shire Liquor Accord Committee	As required	Cr Nichols (Cr Beaumont as alternate)
Western Division Group of Councils	Min. 3 times per annum	Mayor, Cr Nichols, Cr Elstone
Willandra Lakes Region World Heritage Advisory Committee	Min. 3 times per annum	Cr MacAllister (Local Government Representative)

9.6 Determination of the number of Councillors from September 2024 election

File Number: RPT/23/521

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

The next Local Government election will take place in September 2024.

It is a requirement of the Local Government Act 1993 the council must determine the number of Councillors for the following term of office, 12 months before the next election.

Recommendation

That Council continues with nine (9) Councillors, one of whom is the mayor, for the next term of office.

Council Resolution

That Council continues with nine (9) Councillors, one of whom is the mayor, for the next term of office.

Moved Cr. Elstone, Seconded Cr Crisp

CARRIED UNANIMOUSLY

9.7 General Managers Report

File Number: RPT/23/518

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

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

2. Meetings

As listed

3. Upcoming meetings or events

As listed

4. Other items of note

The General Manager will be on leave from 23 September 2023 to 1 October 2023 inclusive. During his absence it is recommended that Director Finance and Policy Simon Rule be Acting General Manager.

Recommendation

That Council:

- a) Receives and notes the information contained within the report from the General Manager
- b) Appoints the Director of Finance and Policy to be the Acting General Manager from 23 September 2023 to 1 October 2023 inclusive.

Council Resolution

That Council:

- a) Receives and notes the information contained within the report from the General Manager
- b) Appoints the Director of Finance and Policy to be the Acting General Manager from 23 September 2023 to 1 October 2023 inclusive.

Moved Cr Crisp, Seconded Cr Cooper

CARRIED UNANIMOUSLY

9.8 Union Picnic Day

File Number: RPT/23/506

Responsible Officer: Ken Ross - General Manager
Responsible Division: Office of the General Manager
Reporting Officer: Glen Norris - Manager Human Resources

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.3 An effective and efficient organisation

Summary

Union Picnic Day is an entitlement under the Local Government (State) Award for employees who are financial members of Union(s) only. Council is required to determine which day shall be regarded as the Union Picnic Day and the arrangements for the non-union members on the determined Union Picnic Day.

Recommendation

That Council:

- a) Approves Tuesday 7 November 2023 as the Award holiday known as Union Picnic Day for those employees who are financial members of the United Services Union;
- b) Authorise the closure of Council Offices, Council Depots, Libraries, Landfills and Visitor Information Centre
- c) Requires Non-union members to apply for 7 November 2023 from leave entitlements to enable the above arrangements

Council Resolution

That Council:

- a) Approves Tuesday 7 November 2023 as the Award holiday known as Union Picnic Day for those employees who are financial members of the United Services Union;
- b) Authorise the closure of Council Offices, Council Depots, Libraries, Landfills and Visitor Information Centre
- c) Requires Non-union members to apply for 7 November 2023 from leave entitlements to enable the above arrangements

Moved Cr. Elstone, Seconded Cr Beaumont

CARRIED UNANIMOUSLY

9.9 Christmas Leave Arrangements

File Number: RPT/23/507

Responsible Officer: Ken Ross - General Manager

Responsible Division: Office of the General Manager

Reporting Officer: Glen Norris - Manager Human Resources

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.3 An effective and efficient organisation

Summary

This report sets out the proposed staffing arrangements for Council offices/areas closing over the Christmas and New Year period.

Recommendation

That Council approves the Christmas and New Year holiday arrangements.

Council Resolution

That Council approves the Christmas and New Year holiday arrangements.

Moved Cr Cooper, Seconded Cr Rodda

CARRIED UNANIMOUSLY

9.10 LGNSW 2023 Annual Conference

File Number: RPT/23/499

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

The Local Government New South Wales 2023 Annual Conference is being held from Sunday 12 November 2023 to Tuesday 14 November 2023 at the Grand Pavilion, Rosehill Gardens Racecourse, Rosehill. This forum is the main local government policy making forum for Local Government New South Wales. Council has previously been represented by the Mayor and General Manager at the Conference

Recommendation

That Council determines the attendees to the Local Government New South Wales 2023 Annual Conference 12 November 2023 to Tuesday 14 November 2023 and nominates Council's voting delegate.

Council Resolution

That Council determines that the General Manager and Cr Crisp attend the Local Government New South Wales 2023 Annual Conference 12 November 2023 to Tuesday 14 November 2023 and that Cr Crisp be Council's voting delegate.

Moved Cr Crisp, Seconded Cr Rodda

CARRIED UNANIMOUSLY

9.11 Monthly Finance Report - August 2023

File Number: RPT/23/539

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 August 2023 were \$3,897,572.63. After allowing for pensioner subsidies, the total levies collected are now 42.41%. For comparison purposes 32.68% of the levy had been collected at the end of August 2022. Council currently has \$50,825,946.36 in cash and investments.

Recommendation

That Council receives and notes the Monthly Finance Report.

Council Resolution

That Council receives and notes the Monthly Finance Report.

Moved Cr. Nichols, Seconded Cr. Heywood

CARRIED UNANIMOUSLY

9.12 Monthly Investment Report - August 2023

File Number: RPT/23/545

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Bryce Watson - Accountant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency

Summary

As at 31 August 2023 Council had \$43 million invested in term deposits and \$7,825,945.36 in other cash investments. Council received \$96,431.17 from its investments for the month of August 2023.

In August 2023 Council investments averaged a rate of return of 4.46% and it currently has \$8,793,351.79 of internal restrictions and \$31,687,781.95 of external restrictions.

Recommendation

That Council receives and notes the monthly investment report.

Council Resolution

That Council receives and notes the monthly investment report.

Moved Cr Cooper, Seconded Cr. Elstone

CARRIED UNANIMOUSLY

9.13 Public Interest Disclosure Policy

File Number: RPT/23/576

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Deborah Zorzi - Governance Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

On 1 October 2023 the new public interest disclosure (PID) legislation will come into effect in NSW, completely replacing the *Public Interest Disclosures Act 1994* (1994 Act). The *Public Interest Disclosures Bill 2021* was introduced in response to recommendations of two parliamentary inquiries – the Joint Committee on the Ombudsman, Law Enforcement Conduct Commission and the Crime Commission; and the Joint Committee on the Independent Commission Against Corruption – both reporting in 2017.

That Bill was a significant re-write of the 1994 Act with the NSW Ombudsman describing the Bill as addressing many weaknesses of that Act by being simpler and easier to navigate, expanding permissible recipients of public interest disclosures, providing more comprehensive protections for witnesses and investigators, placing clearer duties on agencies to deal with disclosures, and encouraging a 'speak up culture'.

Recommendation

That Council adopt the *Public Interest Disclosure Policy*.

Council Resolution

That Council adopt the Public Interest Disclosure Policy.

Moved Cr. MacAllister, Seconded Cr Beaumont

CARRIED UNANIMOUSLY

9.14 DA2023/064 Storage Shed 94 Williamsville Road Lot 2 DP 624732 Curlwaa

File Number: RPT/23/532

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Kerrie Copley - Planning Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.1 Ensure our planning decisions and controls enable the community to benefit from development

Summary

A development application (DA2023/064) was received by Council for a storage shed to be located at 94 Williamsville Road Lot 2 DP 624732 Curlwaa in close proximity to the river.

Under the *Wentworth Local Environmental Plan 2011 (WLEP 2011)*, this development is permitted with consent when located within the RU1 Primary Production zone, as ancillary development.

The proposed storage shed is located between 9.3m from the high bank of the river, while the required river setback under clause 7.6 the WLEP 2011 is 30m from the high bank. As part of the 7.6 assessment, a variation to the 30m river setback standard was required (usually referred to as a 4.6 variation).

Due to the variation being greater than 10%, the application cannot be determined under delegated authority, and must be determined by Council.

Recommendation

That Council:

1. Approve DA2023/064 being a storage shed located at 94 Williamsville Road Lot 2 DP 624732 Curlwaa.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW)

Council Resolution

That Council:

1. Approve DA2023/064 being a storage shed located at 94 Williamsville Road Lot 2 DP 624732 Curlwaa.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW)

Moved Cr. Heywood, Seconded Cr Crisp

CARRIED

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

For the Motion : ***Clr.s Beaumont, Cooper, Crisp, Elstone, Heywood, Linklater, Nichols and Rodda.***

Against the Motion: ***Cr MacAllister***

9.15 Dog Waste Stations

File Number: RPT/23/540

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 Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

Summary

An investigation into the provision of dog waste stations in the Shire was carried out by the Director Health and Planning. Quotes were sought from relevant vendors and suppliers for unit sizes and costings. A review of current legislation, local strategic documents and information from NSW EPA and Office of Local Government was carried out to provide Council with all relevant information contained in this report.

Recommendation

That Council notes the report.

Council Resolution

That Council notes the report.

Moved Cr Beaumont, Seconded Cr Cooper

CARRIED UNANIMOUSLY

9.16 Lifting of Alcohol Free Zone - Mildura Ski Race

File Number: RPT/23/577

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 Shire is a vibrant, growing and thriving Region
Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

Summary

Council has received a request from the Mildura & District Ski Club to lift the alcohol free zone for the Rowing Club and immediate lawn area for one event.

The Mildura & District Ski Club has sought approval for the suspension of the alcohol free zone in past years for community events.

There have been no incidents or problems in past events that would warrant Council refusing the temporary lifting of the alcohol free zone as requested.

Recommendation

That Council:

- a) In accordance with Section 645 of the Local Government Act 1993, suspends the operation of the alcohol free zone in the area of the Wentworth Rowing Club and Lawns as shown on the map attached to this report, on the 4 and 5 November 2023 from 10am to 8pm.
- b) Advertises the suspension of the alcohol free zone in a locally circulated newspaper and, Councils website and other social media
- c) Advises the NSW Police of the details of the suspensions of the alcohol free zone.

Council Resolution

That Council:

- a) In accordance with Section 645 of the Local Government Act 1993, suspends the operation of the alcohol free zone in the area of the Wentworth Rowing Club and Lawns as shown on the map attached to this report, on the 4 and 5 November 2023 from 10am to 8pm.
- b) Advertises the suspension of the alcohol free zone in a locally circulated newspaper and, Councils website and other social media
- c) Advises the NSW Police of the details of the suspensions of the alcohol free zone.

Moved Cr. Elstone, Seconded Cr Rodda

CARRIED UNANIMOUSLY

9.17 Project & Works Update - September 2023

File Number: RPT/23/524

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

Summary

This report provides a summary of the projects and major works undertaken by the Roads and Engineering Department which have been completed during the months of August 2023 and the planned activities for September 2023.

Recommendation

That Council receives and notes the major works undertaken in August 2023 and the scheduled works for the following month.

Council Resolution

That Council receives and notes the major works undertaken in August 2023 and the scheduled works for the following month.

Moved Cr Cooper, Seconded Cr. MacAllister

CARRIED UNANIMOUSLY

10 NOTICES OF MOTIONS / QUESTIONS WITH NOTICE

10.1 Facilitation of Business House Meeting

File Number: RPT/23/585

Motion

That Council facilitate a business sector meeting to advise progress on existing projects which impact visitor and tourism potential and to discuss business opportunities and strategies for the 2023 Christmas / New Year period.

Motion

That Council facilitate a business sector meeting to advise progress on existing projects which impact visitor and tourism potential and to discuss business opportunities and strategies for the 2023 Christmas / New Year period.

Moved Cr Beaumont, Seconded Cr. MacAllister

LOST

Amendment

That Council convenes a public meeting in Wentworth with the items “progress on the Caravan Park and Wentworth Shire Civic Centre to be chaired by Council” and “How can Wentworth Shire and business as a collective maximise economic opportunity through the 2023 Christmas New Year period and “Coordination of ‘What’s On’ and business trading hours over Christmas / New Year” to be chaired by Wentworth Regional Tourism Inc.

Moved Cr Crisp, Seconded Cr Cooper

LOST

10.2 UPDATE FUTURE SPORTING NEEDS BURONGA/GOL GOL

Cr Jo Rodda requested an update on the future sporting needs of Buronga and Gol Gol.

The General Manager advised a draft scope of works is being developed and considered. There was an interim meeting with Football Club and Cricket Club representatives.

Cr Rodda congratulated the Wentworth Show committee and the Pooncarie Racing Club committee on successful events.

10.3 TOUR OF CARAVAN PARK

Cr Susan Nichols requested a tour of the caravan park.

10.4 OFF LEASH DOG PARK

Cr Susan Nichols asked if an off leash dog park could be considered.

10.5 PLANTING OF TREES ALONG PATH

Cr Jo Rodda asked how do community members get trees planted for shade along Wilga road and Sturt Highway.

10.6 CIRCUS

Cr Jane MacAllister asked how a circus can pop up on a highway and operate with three shows a day?

Director Carlin advised a Development Application was lodged with relevant referrals, however, due to the short timeframe a determination was not possible. The circus went ahead with the do so at own risk proviso. He also advised that this will not be permitted again and he will speak to the landholder.

10.7 ROWING CLUB BUILDING

Cr Susan Nichols asked if the positioning of the rowing club building can be looked at due to a house being nearby.

10.8 DOG WASTE STATIONS

Cr Brian Beaumont requested that the installation of dog waste stations be investigated.

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 Write off of Rates and Charges after Sale of Land for Unpaid Rates - 12 Hawdon Street, Dareton. (RPT/23/528)

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 for Tenders for Replacement Plant 56 - Self-Propelled Multi Tyred Roller VR2324/56. (RPT/23/526)

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.

12.3 Plant Replacement - Approval for Tenders for Replacement Plant 2 - Grader VR2324/2. (RPT/23/525)

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.

12.4 Plant Replacement - Approval for Tenders for Replacement Plant 433 - Semi Water Tanker VR2324/433. (RPT/23/527)

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.

12.5 Management and Operation of Dareton and Wentworth Swimming Pools - PT2324/01. (RPT/23/530)

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 Willow Bend - Retaining Wall & Erosion Protection - PT2324/02. (RPT/23/555)

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.

Moved Cr. MacAllister, Seconded Cr. Elstone

CARRIED UNANIMOUSLY

12 OPEN COUNCIL - REPORT FROM CLOSED COUNCIL

12.1 Write off of Rates and Charges after Sale of Land for Unpaid Rates - 12 Hawdon Street, Dareton

File Number: RPT/23/528

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Vanessa Lock - Finance Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.3 An effective and efficient organisation

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).

The General Manager advised that Council approved the writing off the amount of \$34,543.53 of rates and charges that remain on 12 Hawdon Street, Dareton.

12.2 Plant Replacement - Approval for Tenders for Replacement Plant 56 - Self-Propelled Multi Tyred Roller VR2324/56

File Number: RPT/23/526

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Samantha Wall - Projects Administration

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

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.

The General Manager advised that Council accepted the tender from William Adams P/L for the supply of one Cat CW34 Self Propelled Multi Tyred Roller for the sum of \$238,150.00 inc GST, and accepted the trade price of \$35,200.00 inc GST for the Council owned Multi Tyred Roller, plant item 56 with a changeover price of \$202,950.00 inc GST.

12.3 Plant Replacement - Approval for Tenders for Replacement Plant 2 - Grader VR2324/2

File Number: RPT/23/525

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Samantha Wall - Projects Administration

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

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.

The General Manager advised that Council accepted the tender from William Adams for the supply of one Caterpillar 140 Motor Grader as specified for the sum of \$704,000.00.00 inc GST, and accepted the trade price of \$155,100.00, inc GST for the Council owned Caterpillar 140 Grader, plant item 2 with a changeover price of \$548,900.00 inc GST.

12.4 Plant Replacement - Approval for Tenders for Replacement Plant 433 - Semi Water Tanker VR2324/433

File Number: RPT/23/527

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Samantha Wall - Projects Administration

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

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.

The General Manager advised that Council accepted the tender from Allquip Water Trucks for the supply of one Semi Water Tanker for the sum of \$196,225.52 inc GST.

12.5 Management and Operation of Dareton and Wentworth Swimming Pools - PT2324/01

File Number: RPT/23/530

Responsible Officer: Geoff Gunn - Director Roads and Engineering
Responsible Division: Roads and Engineering
Reporting Officer: Ivan McKenzie - Infrastructure Projects Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment
Strategy: 3.4 Use and manage our resources wisely

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.

The General Manager advised that Council:

- a) In accordance with the provisions of the Local Government (General) Regulation 2021, Section 178(1) (a) accepted the tender from Belgravia Leisure for the Management and Operation of Dareton and Wentworth Swimming Pools and subsequently authorised the Mayor and General Manager to sign the contract documentation and affix the seal for the recommended contractor to carry out all services specified for PT2324/01 for the 5 year contract period totalling \$1,560,669.09 inc GST and
- b) Allocated an additional \$27,030.78 (inc GST) in the 2023/24 operational budget to cover the year 1 budget shortfall.

12.6 Willow Bend - Retaining Wall & Erosion Protection - PT2324/02

File Number: RPT/23/555

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Taygun Saritoprak - Project Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

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.

The General Manager advised that Council in accordance with the provisions of the Local Government (General) Regulation 2021, Section 178(3)(e) enters into negotiation with Apex Masonry, and subsequently authorised the Mayor and General Manager to sign the contract documentation and affix the seal for the recommended contractor to carry out all works as required for PT2324/02.

13 CONCLUSION OF THE MEETING

The meeting concluded at 9:59 PM.

NEXT MEETING 18 October 2023

.....
CHAIR

6 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

6.1 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

File Number: RPT/23/613

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government



Summary

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

Officer Recommendation

That Council receives and notes the list of outstanding matters as at 12 October 2023.

Attachments

1. Outstanding Actions as at 12 October 2023  

Division: Committee: Ordinary Council Officer: Outstanding Action Items Report				Date From: Date To: Printed: Thursday, 12 October 2023 9:53:54 AM	
Meeting	Item	Title	Item	Action Record (latest first)	
Ordinary Council 20/07/2022	10.5	Darling Street Pavers	Cr Brian Beaumont asked if Council should be focussing on the issue raised on Facebook with the pavers in Darling Street	11 Oct 2023 3:13pm Wall, Samantha Waiting on fee proposal to provide some concept design plans for review and comment	
Ordinary Council 16/11/2022	10.1	PS RUBY	Cr Brian Beaumont requested that the future of the PS Ruby be placed back on the outstanding action list to be discussed at a future meeting.	12 Oct 2023 9:28am Marsden, Gayle Council is applying to have the PS Ruby listed as a State Heritage item and also exploring future management options and cost implications.	
Ordinary Council 16/11/2022	10.4	GOL GOL Water Tower	Cr Jo Rodda asked if the Gol Gol water tower could be used for a mural. The General Manager advised that it wasn't the first time a request had been made however there were some issues when it was investigated due to the tower location close to the highway and parking issues.	12 Oct 2023 9:49am Marsden, Gayle In relation to water towers currently investigating possible installation as part of the Bendigo Community Bank 25 Birthday celebration including approvals from TfNSW	
Ordinary Council 28/06/2022	10.5	UPDATE ON 40KM PROPOSAL FOR WENTWORTH TOWNSHIP	Cr Steve Heywood would like an update on the proposed 40km zone in Wentworth Township through TfNSW.	12 Oct 2023 9:51am Kelly, Jamie-Lee Awaiting timing of project commencement from TfNSW	
Ordinary Council 20/09/2022	9.15	Dog Waste Stations	Cr Brian Beaumont requested that the installation of dog waste stations be investigated.	12 Oct 2023 9:32am Marsden, Gayle To be considered through possible amendment of the Companion Animal Management Plan.	
Ordinary Council 20/09/2022	10.5	How do community members get trees planted for shade along Wilga Road and	Cr Jo Rodda asked how do community members get trees planted for shade along Wilga road and Sturt Highway.	09 Oct 2023 12:25pm Wall, Samantha - Preliminary estimate to provide irrigation to area and trees to match existing subdivision - \$15,500, - No current funding in 23/24 operation budget,	

Division:
Committee:
Officer:

Ordinary Council

Date From:
Date To:

Printed: Thursday, 12 October 2023 9:53:54 AM

Outstanding Action Items Report

				- For consideration in 24/25 operation budget
Ordinary Council 20/09/2023 3	10.4	Off Leash Dog Park	Cr Susan Nichols asked if an off leash dog park could be considered.	12 Oct 2023 9:36am Marsden, Gayle To be considered through possible amendment of the Companion Animal Management Plan.
Ordinary Council 20/09/2023 3	10.7	Rowing Club Building	Cr Susan Nichols asked if the positioning of the rowing club building can be looked at due to a house being nearby.	11 Oct 2023 3:09pm Wall, Samantha Surrounding neighbours to be notified as part of normal Development Application process

7 MAYORAL AND COUNCILLOR REPORTS

7.1 MAYORAL REPORT

File Number: RPT/23/611

Summary

The purpose of this report is to advise Council of meetings, conferences and appointments undertaken by Mayor Linklater for the period of 21 September 2023 – 18 October 2023.

Recommendation

That Council receives and notes the information contained in the Mayoral report

Report

The following table lists the meetings attended by Mayor Linklater for the period of 21 September 2023 – 18 October 2023.

Date	Meeting	Location
26 - 27 Sept 2023	MDA National Conference	Murray Bridge
10 Oct 2023	Mayoral Meeting	Wentworth
10 Oct 2023	Information Session – ADFA Flying School Proposal	Wentworth
13 Oct 2023	Far South West Joint Organisation Meeting	Video Conference
17 Oct 2023	Mayoral Meeting	Wentworth
18 Oct 2023	Pre-meeting Briefing	Wentworth
18 Oct 2023	Ordinary Council Meeting	Wentworth

Attachments

Nil

7.2 COMMUNITY DROP IN SESSION MENINDEE - FISH DEATHS

File Number: RPT/23/674

Summary

Crs Beaumont and MacAllister attended the Community Drop in Session at Menindee on 13 September 2023 “to keep the community updated as part of their ongoing response to managing water quality issues and fish health in the Darling-Baaka River”.

Recommendation

That the information contained in the report from Councillor be noted.

Additional Information

Notes recorded by Cr Beaumont WSC from the NSW Government ‘Drop in Session’ held at Menindee Civic Hall Wednesday 13 September 2023.

Topic - “to keep the community updated as part of their ongoing response to managing water quality issues and fish health in the Darling-Baaka River”.

Unfortunately, most host delegates were either not wearing name tags or name tags with first names only so it was difficult to easily identify who you were talking too beyond being an agency or NSW Government representative. Personally, I spoke with Chris, Ramon and Hilary all believed to be representing NSW Government Departments, also Allan Raine, Director Water Planning & Implementation (DP&E), John Waterworth, Director River Operations MDBA.

My discussions with these representatives centred around water quality in and around the Lower Darling particularly Wentworth and the Lock 10 & Weir pool upstream of the confluence. The observations I portrayed were the inconsistent and lack of flow in the lower reaches of the Darling resulting in often stagnant and foul smelling water which appears polluted and possibly harbouring low levels of algal bloom. Most appeared surprised and not aware of river / water quality issues along the lower Darling.

Dot points noted and recorded from discussions;

- Discussed water quality, colour, smell and no flow at Wentworth
- Likely the high Murray is holding back poor quality water within the lower reaches of the Darling
- There is currently a combined 550mg a day currently being released from the Main Weir and Weir 32, this is likely to be increased to 5000mg per day (to honour downstream agreements) in the next fortnight or so. This will provide a flush through the lower Darling to disperse the questionable water within the lower reaches.
- It was stated there was a possible low level algae bloom affecting the water at Wentworth
- The 500mg/d release at the Main Weir is merely ensuring fish survival between the Main Weir and Weir 32. It is very probable there will be a significant fish kill again this summer due to the intensity of the fish population between these two weirs.
- Some consideration may be given to have a water quality check conducted at Wentworth by a local authority (possibly LMW).

From discussion with Allan Raine and John Waterworth;

- Reference was made to recent (late Aug) pulse releases of 1350mg for 3 days which should reach Wentworth in the coming weeks.
- Planned 5000mg/d to be released in coming weeks until lake system reaches minimum levels of sustainable environmental, stock and domestic supply.
- Maintaining releases at 5000mg/d likely to cease in April 24 (assuming no significant inflow) when minimum supply level is reached.

If nothing else was achieved I feel it was a good opportunity to wave the Wentworth Shire flag and demonstrate an interest in water and our river system as a whole.

More detail on government and industry released information is available from the various industry websites ie;

[Community update on response to fish deaths in Menindee and Lower Darling \(nsw.gov.au\)](https://www.nsw.gov.au/community-update-on-response-to-fish-deaths-in-menindee-and-lower-darling)

Report provided by Cr MacAllister

As this meeting was conducted days before the Council meeting, a report was unable to be provided in the last agenda. Councillor MacAllister and Councillor Beaumont attended, driving the newly under-construction road between Menindee and Pooncarie and we heard from locals at Pooncarie about the increase in traffic resulting from better road access.

We also stopped at a few points to observe the river and could not see it flowing. It had a white line along the higher flow mark on the banks and was a milky colour. No evidence of fish at Pooncarie.

There were approximately 14 bureaucrats, including Hilary, representing the Commonwealth Environmental Water Holder, Tony from NSW DPE Fisheries, Ramon from WaterNSW and other various DPE communications and engagement.

Over the course of the 3-4 hours we were there, we saw no more than 12 citizens attend. Many had an axe to grind and were placated and sent on their way, perhaps feeling heard, but most seemed certain that no action would come of the meeting.

One slide that adorned the walls was headed “Challenges” and read

“We face challenges from the reduction of dissolved oxygen levels caused by:

- Temperature increases
- The enormous population of carp and bony herring that boomed during the last three years due to floods
- Algal blooms
- As well as the impacts of agriculture
- Several weirs which affect flows and fish migration”

I made the point that decreased inflows over the past few years should be top of this list.

Discussed the recent resignation of Iain Ellis from Fisheries with Tony and spoke about how Heathy left due to poor mental health following the fish kills in 2018-19, as well as Clayton Sharpe having left the area, resulting in a considerable brain drain and important loss of contact for communities.

Also discussed the need for fishing exclusion zones below weirs, to give fish collecting at these points a chance to survive and recruit, as well as the need for more water quality testing.

The Natural Resources Commission has created a connectivity expert panel which has been tasked with providing a draft report by the end of the year (November) and final report in 2024. There will be an opportunity to make submission once the draft is released for comment.

Vanessa from DPE argued that a numeric LTAAEL would limit the amount of water irrigators will be able to access up to and after the limit is reached. I reminded her that under the Water Management Act (NSW) 2000, the environment, critical human and stock and domestic must all be prioritised before irrigation. Unfortunately, her words were the same I have seen from the irrigation lobby groups, which is a clue to who has the most influence in the department and unfortunately suggests that nothing has changed since the ICAC report identified undue influence within the department resulting in a culture of corruption (no individual was found to have engaged in corrupt activity).

I was also told that funding has been received from the Commonwealth for more and better water quality meters were to be installed in the lower Darling, including N1041 at Burtundy, which will measure algae and SWAMP and MDBA monitoring.

Attachments

Nil

8 REPORTS FROM COMMITTEES

Nil

9 REPORTS TO COUNCIL

9.1 GENERAL MANAGERS REPORT

File Number: RPT/23/612

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

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

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. Upcoming meetings or events
As listed
4. Other items of note

Recommendation

That Council receives and notes the information contained within the report from the General Manager

Detailed Report

1. Circulars
Nil

2. Meetings

Following is a list of meetings or events attended by the General Manager for the period of 21 September 2023 – 18 October 2023.

Date	Meeting	Location
21 Sept 2023	Wentworth/Balranald Shire Councils Drought Resilience Plan Project Inception meeting with Meridian Urban	Video Conference
22 Sept 2023	PSG Action – MRD/WSC meeting	Wentworth
3 Oct 2023	EPA Partnerships and Engagement Meeting	Video Conference
5 Oct 2023	Local Government NSW General Manager Discussion Circle	Video Conference
10 Oct 2023	Mayoral Meeting	Wentworth

10 Oct 2023	Information Session – ADFA Flying School Proposal	Wentworth
12 Oct 2023	Wentworth / Balranald Shire Councils Drought Resilience Plan Project Control Group Meeting	Video Conference
13 Oct 2023	Far South West Joint Organisation Meeting	Wentworth
16 Oct 2023	Audit, Risk and Improvement Committee Meeting	Wentworth
16 Oct 2023	Wentworth / Balranald Shire Councils Drought Resilience Plan Project meeting with Meridian Urban	Wentworth
17 Oct 2023	Mayoral Meeting	Wentworth
18 Oct 2023	Pre-Meeting Briefing	Wentworth
18 Oct 2023	Ordinary Council 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 from 19 October 2023 – 15 November 2023.

Date	Meeting	Proposed Attendees	Location
19 Oct 2023	Far West Regional Volunteer of the Year Award Ceremony – The Centre for Volunteering	Mayor	Broken Hill
19 Oct 2023	Official Opening Mildura Show	Deputy Mayor	Mildura
19-20 Oct 2023	LGNSW General Manager and Director Forum	GM	Sydney
26 Oct 2023	Minister Rose Jackson	Mayor, Deputy Mayor, Cr Crisp & Cr MacAllister	Video Conference
26 Oct 2023	Wentworth Shire Liquor Accord	Cr Nichols	Wentworth
3 Nov 2023	Audit, Risk & Improvement Committee	Cr Beaumont and General Manager	Wentworth
6 Nov 2023	Wentworth Regional Tourism Inc Meeting	Cr Rodda	Dareton
14 Nov 2023	Australian Inland Botanic Gardens Meeting	Cr MacAllister & Cr Rodda	Mildura
16 Nov 2023	Wentworth Shire Interagency Group	Cr MacAllister & Cr Rodda	Buronga

4. Other items of note

Tourism Officers Report

Update on Events

Country Music Festival Twilight Event

- The Country Music Festival Twilight Event was held on Friday 29 September from 3.30pm – 7.30pm in Darling Street.

Wentworth Twilight Christmas Markets

- The Wentworth Twilight Christmas Markets will be held on Friday 1 December from 4.00pm – 8.00pm in Darling Street.
- The event will include food vans, live music, Santa photos, stallholders and kids activities.

Dareton Christmas Markets

- The Dareton Christmas Markets will be held on Saturday 9 December from 8.30am – 12.00pm in Tapio Street, Dareton.
- The event will include a community breakfast, stallholders, live music and kids activities.

Gol Gol Carols with a Twist

- The Gol Gol Carols with a Twist will be held on Sunday 10 December from 4.00pm – 8.00pm at Carramar Oval in Gol Gol.
- The 'twist' includes performances of a magician, acrobatics, fire twirlers and dance groups in between local schools and community members singing carols.
- The event will include stalls selling toys and confectionary, kids activities, a visit from Santa and food vans.

Attachments

Nil

9.2 WENTWORTH JUNCTION RALLY REQUEST FOR FINANCIAL ASSISTANCE

File Number: RPT/23/614

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

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region
 Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

Summary

Council is in receipt of a request to provide financial sponsorship and provision of in-kind support for the 2024 Wentworth Junction Rally to be held on Saturday 6 July 2024 and Sunday 7 July 2024. This event is organized by the Sunraysia Vintage Machinery Group and Rivers and Riverboats Historical & Preservation Society. Sponsorship of \$10,000 and \$5,000 in kind support is already approved in the Tourism & Promotions budget however, the group have provided a list of the in-kind support they require. Preliminary calculations put the value of in-kind support at \$16,353.00.

Recommendation

That Council provide financial sponsorship of an extra \$11,353.00 in-kind support as requested for the 2024 Wentworth Junction Rally.

Detailed Report

Purpose

The purpose of this report is to inform Council of a request for financial sponsorship and in-kind support for the 2024 Wentworth Junction Rally which is to be held 6 July 2024 and 7 July 2024. It should be noted that all profit from this event is shared equally between the Sunraysia Vintage Machinery group and the Rivers and Riverboats Historical & Preservation Society and put back into their restoration projects. It should also be noted this event is triennial.

Report Detail

Council is in receipt of a request from the Wentworth Junction Rally Committee for financial sponsorship and provision of in-kind support. Sponsorship of \$10,000 and \$5,000 in kind support is included in the Tourism & Promotions budget however, the group have provided a list of the in-kind support they require and the total is above what is already approved.

The event will be held from Saturday 6 July 2024 to Sunday 7 July 2023 with set up Friday 5 July 2024.

Based on Councils Fees and Charges, the following costs for in-kind support need to be considered:

Hire fee calculations for Junction Rally
 5 – 7 July 2024

- Junction Park - \$117 x 3 days = **\$351.00**
- Wentworth Showgrounds – covered under licensed user fee paid by Sunraysia Vintage Machinery
- Wentworth Showgrounds Community Pavilion - covered under licensed user fee paid by Sunraysia Vintage Machinery
- McLeod Oval for parking - \$117.00 x 2 days = **\$234.00**
- Power at Junction Park - \$34.00 x 3 days = **\$102.00**

- Bins with bin liners – 40 bins x \$26.00 per days x 2 days = **\$2080.00**
- Accommodation at Wentworth Showgrounds at no cost to exhibitors – numbers not known – 20 x \$27.00 per unpowered site x 3 nights = **\$1620.00**
- Advertising with Council Promotions - \$280.00 x 2 newspaper adverts = **\$560.00**
- Crowd Barrier Panelling = **\$1,348.00**
- Tree Assessment at Junction Park = **\$2,000.00**
- Bull rushes/reeds to be mowed/removed in time for the event = **\$2,408.00**
- Use of WSC Loadall to unload engines Friday and Sunday afternoon = **\$2,176.00**
- Traffic Management equipment, installation and signage = **\$2,696.00**

SUB TOTAL \$15,575.00

Plus 5% as event will fall in 2024-2025 Fee period \$16,353.00

Options

- a) Approve the extra amount of in-kind support in the amount of \$11,353.00.
- b) Partially approve the extra in-kind support to the value of an amount decided by Council.
- c) Not approve the extra in-kind support

Conclusion

Council is in receipt of a request to provide financial sponsorship and provision of in-kind support for the 2024 Wentworth Junction Rally to be held on Saturday 6 July 2024 and Sunday 7 July 2024.

This event is organized by the Sunraysia Vintage Machinery group and Rivers and Riverboats Historical & Preservation Society. Sponsorship of \$10,000 and \$5,000 in kind support is included in the Tourism & Promotions budget however, the group have provided a list of the in-kind support they require. Preliminary calculations put the value of in-kind support at \$16,353.00 (including 5% extra due to the event falling in the next financial year). Council is required to decide if they will approve extra in-kind support for the event which will total \$11,353.00 with \$5,000 in kind support already approved and \$10,000 sponsorship already approved. This event is triennial.

Attachments

1. Wentworth Junction Rally 2024 - Request for In Kind and Financial Support 



Wentworth Junction Rally 2024
Sub-committee of Vintage Machinery
Society of Sunraysia
www.junctionrally.com

11 September 2023

Mr Ken Ross
 Shire of Wentworth
 PO Box 81
 WENTWORTH NSW 2648

Dear Ken,

Wentworth Junction Rally 2024 - REQUEST for In-Kind & Financial Support

The Wentworth Junction Rally committee, supported by the Vintage Machinery Society of Sunraysia and the Rivers and Riverboat Historical and Preservation Society wish to thank the Wentworth Shire for approval for in-kind and financial support for the 2023 Junction Rally event. As we now know the 2023 event was cancelled due to the significant 2022/2023 flood. Therefore, third time lucky, the committee are preparing to hold the event in Wentworth on **Saturday, 6th July and Sunday, 7th July 2024**.

We would like to request that the same in-kind plus \$10k financial support be committed to the 2024 rally. This financial support will contribute to the success of this event. We would like to also request the following In-kind support as listed :-

- Crowd Barrier Panelling - WSC to supply the balance required and be erected by WSC staff.
- Waive Fees
 - Junction Park
 - Wentworth Wharf Lawns
 - Wentworth Showgrounds & Community Pavilion
 - McLeod Oval, Sporting Complex & any free space available for Parking
 - Wentworth Town Hall, Makers art & craft exhibition
 - Power at Junction Park. Junction Rally committee are happy with the upgrade and will arrange stall holders accordingly to the power outlets.
 - Bins & bin liners
- Accommodation at Wentworth Showgrounds available at no cost to the exhibitors
- Tree Assessment at Junction Park.
- Bull rushes/reeds to be mowed/removed in time for the event.
- Use of WSC loadall to unload engines. Friday afternoon and Sunday Afternoon.
- Advertising with Council promotions.
- Traffic Management equipment & equipment installation & signage (VMS Boards etc). WSC to provide and install required equipment.
- Pump Out of Toilets Friday & Saturday nights
- Wages - WSC Staff & AVIC

Yours sincerely,

Robert Mansell
 CHAIR



WENTWORTH JUNCTION RALLY, PO BOX 465, WENTWORTH NSW 2648

☎ 0350 275 080 - 0427 334 291 - rally@wentworth.nsw.gov.au



Bendigo Bank



9.3 MURRAY DARLING 110 REQUEST FOR SPONSORSHIP

File Number: RPT/23/671

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

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region
 Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

Summary

Council is in receipt of a request to provide financial sponsorship for the 2023 Murray Darling 110 Classic Ski Race to be held 4 and 5 November 2023. Council has approved financial sponsorship since 2014 in the years the event has been held. The event didn't occur during Covid.

Recommendation

That Council determine financial sponsorship for the 2023 Murray Darling 110 Classic Ski Race to be held 4 and 5 November 2023.

Detailed Report

Purpose

The purpose of this report is to inform Council of a request for financial sponsorship and provision of the 2023 Murray Darling 110 Classic Ski Race to be held 4 and 5 November 2023.

Background

Financial sponsorship for the Murray Darling 110 Classic Ski Race (formally the Ted Hurley Ski Race) has been provided by Council since 2014. The event draws a large number of people to the Shire and has been extremely successful in previous years.

Report Detail

Council is in receipt of a request from the Mildura Ski Club, a copy of which is attached for reference, to provide sponsorship for this year's event.

The event will be held from Saturday 4 November and Sunday 5 November 2023 inclusive.

Options

- a) Approve sponsorship for \$15,000 to be paid from the Tourism & Promotions budget
- b) Partially approve the sponsorship to be paid from the Tourism & Promotions budget
- c) Not approve sponsorship

Conclusion

Council determines the sponsorship for the Murray Darling 110 Classic Ski Race by choosing option a, b or c.

Attachments

1. Mildura Ski Club - Wentworth Shire Council Grant continuation 2023 [📄](#)



Mildura District Ski Club Incorporated
(Registration Number A0004625F)
PO Box 688 Mildura, Vic., 3502

9th October 2023

General Manager,
Wentworth Shire Council,
26 -28 Adelaide Street.
Wentworth NSW 2648

Dear Ken,

Request for Grant continuation of the Murray Darling 110 Classic Ski Race

The Mildura Ski Club is preparing for the eighth running of the Murray Darling 110 based in Wentworth on the 4th & 5th 2023.

This will be the 8th running of the event that originated in 2014.

Post Covid the number of competitors is slowly returning to "normal". However the governing body of Ski Racing has approved the World Championships to be held in the week following the Murray Darling 110 in Gosford NSW. This was extremely disappointing to our club and in our view and detrimental to our domestic season due to the number of competitors unable to attend this event and others. Our Club chose to continue with the event and our entries are strong due to the popularity of the event. The support of Wentworth based business' and the Coomealla Sporting Club continue to provide a sound base for the event. The economic return to the Wentworth area is always recognised as significant.

Our business model for the event would normally be built on sponsorship and entry fees combining to support the event financially without grant funding. However Covid, floods and World Championships have often reduced our numbers. Compliance costs such as Ambulance have had dramatic increases which is why we are seeking some grant support again from Wentworth Shire Council. It should be noted that other events have not continued while this event prospers.

Growing participation, of all age groups, is key to our planning for the future of this race and the support of Wentworth Shire Council in the past has been crucial.

We are requesting the continuation of the grant funding of \$15,000 for this event.

On a personal note can you extend my appreciation and thanks to Council who I can assure you without their support back in 2014 this event would not have occurred. WSC has assisted us in so many ways. After 10 years in this role I will handover to a new President.

Please indicate if you require additional information to support this request or attendance at Council.

Yours sincerely

Mr. Geoff Thomson,
President, Mildura District Ski Club

9.4 MEMORANDUM OF UNDERSTANDING - WENTWORTH SHIRE COUNCIL AND MURRAY REGIONAL TOURISM

File Number: RPT/23/616

Responsible Officer: Ken Ross - General Manager
 Responsible Division: Office of the General Manager
 Reporting Officer: Lexi Stockman - Manager Tourism and Promotion

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region
 Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

Summary

The Murray Regional Tourism Board was formed in 2010 to establish an overarching organisation to contribute to the development and growth of tourism in the region.

The current Memorandum of Understanding (MOU) with the Murray Regional Tourism Board (MRTB) expires on 30 June 2024 and it is recommended to enter into a further three year MOU. Councils along the Murray and the States of Victoria and New South Wales are partners with the Murray Regional Tourism Board.

Recommendation

That Council authorises the Mayor and General Manager to sign the Memorandum of Understanding between Wentworth Shire Council and the Murray Regional Tourism Board for a period of three years.

Detailed Report

Purpose

The purpose of this report is to authorise the signing of a Memorandum of Understanding with the Murray Regional Tourism Board.

Background

Wentworth Shire Council has been operating with the Murray Regional Tourism Board (MRTB) under a Memorandum of Understanding. Current Partners with the Murray Regional Tourism Board are Albury, Berrigan, Campaspe, Federation, Edward River, Gannawarra, Greater Hume, Mildura, Moira, Murray, Swan Hill, Wodonga and Wentworth Councils and the States of Victoria and New South Wales.

The MRTB provides a united voice in regional tourism, a funding channel for State funds, a strong partnership with councils along the Murray River, and a strategic perspective for the region.

Report Detail

Each Council's contribution varies with population and Wentworth Shire Council's contribution is as follows: **2024/25 \$15,265, 2025/26 \$15,723 and 2026/27 \$16,194.** These amounts are included in the draft budget.

Conclusion

The three year MOU will complement strategies included in Council's future four year Delivery Plan and assist in developing Council's local tourism strategies and associated investment.

Attachments

1. DRAFT - MoU Murray Regional Tourism - Wentworth Shire Council [!\[\]\(5caf0f5fbd35b369e2f6f8915c9324fe_img.jpg\) !\[\]\(c29f5f438c4609125e8e05d27725d915_img.jpg\)](#)

-
2. Murray Regional Tourism Local Government Value Proposition FY24-26 [↓](#) 

2024-2027 PARTNER COUNCILS' FUNDING AGREEMENT

Between

Murray Regional Tourism Limited (trading as Murray Regional Tourism Board)

(ABN 12 150 739 647) of 2 Heygarth Street, Echuca VIC 3564

And

Albury City Council

(ABN 92 965 474 349) of 553 Kiewa St, Albury NSW 2640

Berrigan Shire Council

(ABN: 53 900 833 102) of 56 Chanter Street, Berrigan NSW 2712

Campaspe Shire Council

(ABN: 23 604 881 620) of 2 Heygarth St, Echuca VIC 3564

Federation Council

(ABN: 30 762 048 084) of 100 Edward St, Corowa NSW

Edward River Council

(ABN: 90 407 359 958) of 180 Cressy Street, Deniliquin NSW 2710

Gannawarra Shire Council

(ABN: 98 993 182 937) of 47 Victoria St, Kerang VIC 3579

Greater Hume Shire Council

(ABN: 44 970 341 154) of 39 Young Street, Holbrook NSW 2644

Mildura Rural City Council

(ABN: 42 498 937 037) of 76 Deakin Avenue, Mildura Vic 3502

Moira Shire Council

(ABN: 20 538 141 700) of 44 Station St, Cobram VIC 3644

Murray River Council

(ABN: 30 308 161 484) of 21-25 Conargo Street, Mathoura NSW 2170

Swan Hill Rural City Council

(ABN: 97 435 620 016) of 45 Splatt Street, Swan Hill, VIC 3585

Wodonga City Council

(ABN: 63 277 160 265) of 104 Hovell St, Wodonga, VIC 3690

Wentworth Shire Council

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(ABN: 96 283 886 815) of 26-28 Adelaide Street, Wentworth NSW 2648

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Agreement Terms and Conditions

1. Background

- A. The Company is a company Limited by Guarantee and is governed by a Board of Directors whose members must operate in accordance with the Company Constitution, and Australian regulatory and governance laws.

The Company is the peak tourism organisation that advocates for, promotes, and advances tourism and the visitor economy, across the Murray River region in both Victoria and New South Wales. Its mission is to lead, grow, promote, and sustain visitation, tourism development, advancement, and tourism investment across the Murray River region. The Company is part of a highly cooperative federal, state and local government tourism ecosystem that works proactively together to advocate for and influence a robust and sustainable regional tourism sector.

- B. Partner Councils support tourism development through the involvement of local government personnel and departments including tourism, economic development, Visitor Information Centres and other relevant departments in delivery strategic outcomes for their jurisdictions.
- C. Partner Councils wish to support the Company to foster a robust, vibrant and sustainable regional tourism sector, through the allocation of funds on the terms specified in this Agreement.

IT IS AGREED

2. Definitions and Interpretation

2.1 Definitions

In this Agreement:

Agreement means this Agreement including any schedule or annexure to it.

Business Day means:

- a. for the purpose of sending or receiving a notice, a day which is not a Saturday, Sunday, bank holiday or public holiday in the city where the notice is received; and
- b. for all other purposes, a day which is not a Saturday, Sunday, bank holiday or public holiday in Victoria, Australia.

Company means Murray Regional Tourism Limited (trading as Murray Regional Tourism Board) (ABN 12 150 739 647).

Commencement Date means the date on which this Agreement commences being 1 July 2024.

Confidential Information means Intellectual Property or confidential information of either Party or its Related Body Corporate and includes without limitation, whether or not reduced to writing and whether or not considered alone or incorporating any other Confidential Information:

- a. the terms of and Schedules and any annexures to this Agreement;

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- b. financial information (including trading figures, expenses, margins, unpublished prices or costs, borrowings and other similar information);
- c. information concerning the practices, goals, personnel, methodologies, projects or policies of the Parties or any of their subsidiaries;
- d. trade secrets, information, ideas, concepts, know-how, technologies, processes and knowledge which is confidential or of a sensitive nature; and
- e. any other information which would reasonably be considered to be confidential in nature in relation to either Party,

but does not include any information that is, or has become, knowledge publicly available within Australia (other than as a result of any breach of the either Party's obligations under this Agreement).

Corporations Act means the *Corporations Act 2001* (Cth).

DJSIR means the Department of Jobs, Skills, Industry and Regions.

Expiration Date means 30 June 2027.

Funding Year means the period between and including 1 July of a year and 30 June of the following year, for the years between the Commencement Date and the Expiration Date.

Intellectual Property includes, but is not limited to, all trademarks, patents, inventions, designs, still and moving images and footage, broadcasts and recordings, brochures, works of authorship and website designs.

Partner Council means any one or more of the following:

- o Albury City Council (ABN 92 965 474 349)
- o Berrigan Shire Council (ABN 53 900 833 102)
- o Campaspe Shire Council (ABN 23 604 881 620)
- o Federation Council (ABN 30 762 048 084)
- o Edward River Council (ABN 90 407 359 958)
- o Gannawarra Shire Council (ABN 98 993 182 937)
- o Greater Hume Shire Council (ABN 44 970 341 154)
- o Mildura Rural City Council (ABN 42 498 937 037)
- o Moira Shire Council (ABN 20 538 141 700)
- o Murray River Council (ABN 30 308 161 484)
- o Swan Hill Rural City Council (ABN 97 435 620 016)
- o Wodonga City Council (ABN 63 277 160 265)
- o Wentworth Shire Council (ABN 96 283 886 815)

Partner Councils means collectively all of the Partner Councils.

Party means a party to this Agreement.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Schedule means a schedule to this Agreement.

Strategic Plan means the Company's three-year strategic plan adopted by it from time to time.

2021-2024 Funding Agreement means the previous funding agreement between the Parties.

2.2 Interpretation

In this Agreement:

- a. clause headings are for convenience only and do not affect interpretation;
- b. amounts referred to are in Australian dollars;

- c. any Schedule or annexure to this Agreement forms part of the Agreement;
- d. and unless the context otherwise requires:
 - i. references to a clause are references to a clause of this Agreement;
 - ii. references to this Agreement or to any specified provision of this Agreement or to any other agreement or document will be construed as references to this Agreement or the specified provision of this Agreement or that other Agreement or document as amended or substituted with the Agreement of the relevant parties and in force at any relevant time
 - iii. references to any statute, ordinance or other law include all regulations and other enactments there under and all consolidations, amendments, re-enactments, or replacements thereof; and
 - iv. words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person will be construed as including an individual, the estate of an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency.

2.3 Parties to the Agreement

The Parties to this Agreement ("**Agreement**") are:

- Murray Region Tourism Board ("**Company**") on the one hand; and
- Subject to clause 4.1, Partner Councils:
 - Albury City Council (ABN 92 965 474 349)
 - Berrigan Shire Council (ABN 53 900 833 102)
 - Campaspe Shire Council (ABN 23 604 881 620)
 - Federation Council (ABN 30 762 048 084)
 - Edward River Council (ABN 90 407 359 958)
 - Gannawarra Shire Council (ABN 98 993 182 937)
 - Greater Hume Shire Council (ABN 44 970 341 154)
 - Mildura Rural City Council (ABN 42 498 937 037)
 - Moira Shire Council (ABN 20 538 141 700)
 - Murray River Council (ABN 30 308 161 484)
 - Swan Hill Rural City Council (ABN 97 435 620 016)
 - Wodonga City Council (ABN 63 277 160 265)
 - Wentworth Shire Council (ABN 96 283 886 815)

("Partner Council", or collectively "**Partner Councils**", unless individually named).

3. Totality of Agreement

This Agreement incorporates the following documents:

- a. Agreement Terms & Conditions;
- b. Agreement Schedule A: Partner Council Funding Schedule;
- c. Agreement Schedule B: Murray Regional Tourism Board Obligations;
- d. Agreement Schedule C: Partner Council Obligations; and

- e. Agreement Signing Page/s.

4. Relationship of Parties

4.1 No contract between Partner Councils

For the sake of certainty this Agreement:

- a. constitutes an agreement between the Company and each of the Partner councils individually (not jointly); and
- b. Does not give rise to contractual relations as between each of the Partner councils, and as such does not give rise to any enforceable rights or obligations as between Partner Councils. A Partner Council's only rights or obligations relate to the Company.

4.2 Relationship generally

- a. Nothing in this Agreement creates any special relationship between the Parties, such as a partnership, joint venture, or employee/employer relationship.
- b. No Party has the authority to, and will not, act as agent for or on behalf of the other Party or represent or bind the other Party in any manner other than as specifically allowed for in this Agreement.

5. Agreement term

- a. This Agreement commences on the Commencement Date and concludes on the Expiration Date unless terminated earlier pursuant to clause 8.
- b. By mutual agreement between the Company and one, or any number of Partner Councils, this Agreement may continue beyond the Expiration Date for those Partner Councils wishing to remain bound, provided that the extension is recorded in writing and signed by all Parties who wish to continue with the Agreement. Any extension will form an appendix of this Agreement and will be subject to the same terms and conditions.

6. Funding terms

- a. Each Partner Council agrees to fund the Company as per Schedule A.
- b. Payments are to be made annually by the Partner Council subject to it having received a tax invoice from the Company.
- c. Invoices provided by the Company to the Partner Council pursuant to this clause must contain all information required by law or pursuant to any relevant Australian Taxation Office guidelines to qualify as a tax invoice for the purposes of GST.
- d. Payments by the Partner Council to the Company are to be made no later than 1 September each year and in accordance with Schedule A for the amount specified under that Funding Year, with the first payment to be made by 1 September 2024 for Funding Year 1.
- e. Additional funding may be provided by one or more Partner Councils, upon written agreement, for the delivery of specific programs decided jointly between the Company and the Partner Council or Partner Councils.

7. Obligations of the Parties

In addition to their obligations otherwise set out in this Agreement:

- a. The Company agrees to meet its obligations as set out in sections 2.0 and 3.0 in Schedule B.
- b. Partner Councils agree to meet their obligations as set out in Schedule C.

8. Termination

8.1 Priority of clause

This clause 8 prevails over any other clause in this Agreement and is not limited by any other provision of this Agreement (including implied terms). Termination under this clause does not affect any accrued rights or remedies that a Party may have.

8.2 Termination by a Partner Council

A Partner Council may withdraw from the Agreement ("**Withdrawing Partner Council**") where:

- a. both the Company and the Withdrawing Partner Council mutually agree in writing;
- b. the Withdrawing Partner Council provides the Company with written proof of a clear breach to the terms of this Agreement by the Company;
- c. the Company has provided the Withdrawing Partner Council with false or misleading information, and the provision of such information is to the detriment of the Withdrawing Partner Council; or
- d. Due to Victorian or New South Wales Government directives that result in a change of the Company name, ABN or structure, the Withdrawing Partner Council reasonably believes that these changes render the Agreement void.

("Withdrawal").

8.3 Termination by the Company

The Company may terminate this Agreement with a Partner Council or the Partner Councils ("**Exiting Partner Council**") where:

- a. both the Company and the Exiting Partner Council mutually agree in writing;
- b. the Company provides the Exiting Partner Council with written proof of a clear breach to the terms of this Agreement by the Exiting Partner Council;
- c. The Exiting Partner Council has provided the Company with false or misleading information, and the provision of such information is to the detriment of the Company; or
- d. Due to Victorian or New South Wales Government directives that result in a change of the Company name, ABN or structure, the Company reasonably believes that these changes render the Agreement void.

8.4 Remaining Partner Councils

Termination under clause 8.2 or 8.3 has the effect of termination of the Agreement between the Exiting/Withdrawing Partner Council on the one hand and the remaining Partner Councils ("**Remaining Partner Councils**") and the Company on the other. For the sake of certainty, the

Agreement as between the Remaining Partner Councils and the Company does not terminate and remains on foot.

8.5 Notice of Termination

- a. Where a Party wishes to terminate in accordance with this clause 8, it must provide the other Party it is terminating the Agreement with, with 60 Business Days written notice stating the reasons for the termination ("**Notice of Termination**").
- b. A Notice of Termination must be served on the other Party referred to in clause 8.5a above at the address specified on the first page of this Agreement, or to another address, including an email address, as the other Party may from time to time notify it for the purposes of this clause.

8.6 Effect of Notice of Termination

- a. Where a Notice of Termination is served to the Company by a Partner Council, the Partner Council will forfeit any right to a pro rata refund of monies already paid to the Company for the current Funding Year.
- b. Where a Notice of Termination is served to the Company by a Partner Council, and where the Partner Council has received, but not paid an annual fee invoice as per clause 6, the Partner Council will remain responsible for full payment of this invoice.
- c. If a Notice of Termination is served by the Company on a Partner Council, then the Partner Council shall be entitled to a pro rata refund of monies already paid to the Company for the current funding year, unless the termination results from a breach of this Agreement by the Partner Council.

8.7 Dispute Resolution

Where appropriate, the Company, the Withdrawing Partner Council and/or the Exiting Partner Council can seek to enter into a dispute resolution process to resolve issues relating to the termination of the Agreement. Where this occurs, the other Party will, in good faith, agree to enter into the dispute resolution process under clause 12.

9. Indemnity

9.1 Indemnity from the Company

- a. The Company agrees to indemnify and hold harmless Partner Councils' officers and employees from any claims and suits by third parties for damages, injuries to persons (including death), property damages, losses and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, the Company's breach of its obligations under this Agreement including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Company, its officers, employees, agents, subcontractors, licensees, or invitees.

9.2 Partner Councils

- a. Each Partner Council and Partner Councils agree to indemnify and hold harmless the Company's officers and employees from any claims and suits by third parties for damages, injuries to persons (including death), property damages, losses and expenses including

court costs and reasonable attorney's fees, arising out of, or resulting from, a Partner Council or Partner Councils breach of its obligations under this Agreement including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of a Partner Council or Partner Councils, their officers, employees, agents, subcontractors, licensees, or invitees.

9.3 Extent of liability

The extent of liability of any party pursuant to this clause 9 shall be limited to the extent of the proportion of losses caused by its breach of this Agreement.

10. Force Majeure

If a Party is unable to perform an obligation under this Agreement because of a matter beyond its control, including without limitation:

- a. acts of God, government or accidents;
- b. inability to source personnel;
- c. pandemic or epidemic including government imposed-lockdowns;
- d. acts or threats of terrorism or war;
- e. failure of bank payment systems; or
- f. industrial disputes or strikes.

("Force Majeure Event")

then:

- g. as soon as reasonably practicable (and in any event no later than 20 business days after the Force Majeure Event arises), that Party must notify the other Party of the extent to which the notifying Party is unable to perform its obligation;
- h. where a Party complies with clause 10.g above, that Party's obligation to perform that obligation under this Agreement will be suspended for the duration of the delay arising directly out of the Force Majeure Event; and
- i. in all cases, the Parties must use their best endeavours to minimise the impact of any Force Majeure Event.

A Partner Council party is not excused from any obligation to pay money, including in accordance with clause 6, to the Company because of a Force Majeure Event, despite any other provision of this Agreement.

11. Intellectual Property

- a. Each Party shall retain all rights, title and ownership of its own Intellectual Property whether existing or developed during this Agreement.
- b. For the sake of certainty, unless otherwise agreed by a separate agreement, where the Company has developed Intellectual Property, titles or rights, to promote tourism within a Partner Council, or Partner Council jurisdictions, the Company shall maintain ownership of that Intellectual Property.

- c. For the sake of certainty, unless otherwise agreed by separate agreement, where a Partner Council, or Partner Councils, have developed Intellectual Property, titles or rights, to promote tourism within a Partner Council, or Partner Council jurisdictions, and where that Partner Council, or Partner Councils have assigned the Company the right to use that Intellectual Property, the Partner Council, or Partner Councils, shall maintain ownership of that Intellectual Property.

12. Dispute Resolution

12.1 Disputes Resolution Committee

Any disputes arising from this Agreement will be first referred to a Disputes Resolution Committee comprising of:

- a. the Chair of the Company;
- b. two Partner Council representatives; and
- c. a representative of each of DJSIR and Destination New South Wales.

DJSIR or Destination New South Wales will convene and manage this process, and its say on the makeup of the committee or the process to be followed shall be final.

12.2 Agreement Dispute Committee

If the Disputes Resolution Committee are unable to resolve the dispute, the committee will refer the dispute to a be referred to an Agreement Dispute Committee consisting of one representative from:

- a. Partner Councils;
- b. the Company;
- c. DJSIR;
- d. Destination New South Wales; and
- e. an independent industry representative ("**Independent Industry Representative**").

DJSIR or Destination New South Wales will convene the meeting and chair the Agreement Dispute Committee and its say on the makeup of the committee or the process to be followed shall be final.

12.3 Independent Industry Representative

The Independent Industry Representative will be appointed by a group consisting of a representative from:

- a. Partner Councils;
- b. the Company;
- c. DJSIR; and
- d. Destination New South Wales.

12.4 Mediation

In the event that the Agreement Dispute Committee are unable to resolve the dispute, the dispute may be referred by any party to the dispute to an independent mediator selected by the Agreement Dispute Committee. Where the majority of disputing parties are:

- a. Based in New South Wales, the mediator will also be based in New South Wales. In the event that this mediator is unable to resolve the dispute, the mediator may refer the matter to the New South Wales judicatory for resolution.
- b. Based in Victoria, the mediator will also be based in Victoria. In the event that this mediator is unable to resolve the dispute, the mediator may refer the matter to the Victorian judicatory for resolution.
- c. The mediator shall be entitled to determine the mediation process to be followed.
- d. If the dispute is not resolved by mediation within 30 days of the mediator's appointment, then any party may commence legal proceedings to enforce its rights should it wish to do so.

13. Parties agree to be bound

It is the intention that this Agreement be binding on all of the Parties which have signed this Agreement, without the right of withdrawal from the Agreement except where the withdrawal and/or termination is in accordance with clause 8 of this Agreement.

14. Confidential information

14.1 Non-Disclosure

The Parties agree and undertake:

- a. To keep the Confidential Information of the other Parties secret and confidential; and
- b. Not to disclose, divulge or communicate any Confidential Information of any other Party to any third party, or to place at the disposal of any third party any Confidential Information, without the prior written consent of the Party to which the Confidential Information belongs.

14.2 No Rights

Except as expressly granted in this Agreement, the Parties agree that no right or licence is granted by or in this Agreement to any other Party in relation to any Confidential Information.

14.3 Duty to Inform

If a Party suspects or has reason to believe that any Confidential Information has been disclosed to any third party without the authorisation of the Party to which the Confidential Information belongs, it must immediately inform that Party.

14.4 Exceptions

Notwithstanding the other provisions of this clause, Confidential Information may be disclosed where its disclosure is required by law or otherwise with the written consent of the Party to which the Confidential Information belongs.

14.5 Survival

The Parties acknowledge that the terms of this clause survive and apply beyond the termination of this Agreement for whatever reason.

Schedule A: Partner Council Funding Schedule

In accordance with clause 6, Partner Councils agree to paying the following funds to the Company for the period 1 July 2024 to 30 June 2027.

Partner Council contributions are based on a 3% increase on the 2021-2024 Funding Agreement, and a 3% increase each Funding Year over the length of the Agreement.

	Year 1 Payment date 1/9/24	Year 2 Payment Date 1/9/25	Year 3 Payment date 1/9/26
	3% Increase	3% Increase	3% Increase
Councils	FY 24/25	FY 25/26	FY 26/27
Albury	\$56,877	\$58,583	\$60,340
Berrigan	\$25,111	\$25,865	\$26,641
Campaspe	\$66,311	\$68,301	\$70,350
Federation	\$26,389	\$27,180	\$27,996
Edward River	\$18,643	\$19,202	\$19,778
Gannawarra	\$20,579	\$21,197	\$21,833
Greater Hume	\$13,246	\$13,643	\$14,052
Mildura	\$69,649	\$71,738	\$73,890
Moirā	\$55,682	\$57,352	\$59,073
Murray River	\$29,355	\$30,236	\$31,143
Swan Hill	\$32,321	\$33,291	\$34,290
Wodonga	\$28,243	\$29,090	\$29,963
Wentworth	\$15,265	\$15,723	\$16,194
	\$457,670	\$471,400	\$485,542

Schedule B: Murray Regional Tourism Board Obligations

1.0 Overarching strategic objectives

1.1 The Murray Regional Tourism Board ("Company") aims to:

- (1) Work with the tourism sector to lead and manage the strategic direction for the region's cross border visitor economy.
- (2) Be a strong and uniting voice for the regional tourism sector.
- (3) Make a strong contribution to regional prosperity by growing and sustaining a vibrant, viable and robust visitor economy.
- (4) Promote the Murray River region as a prime regional tourism destination.
- (5) Facilitate investment and reinvestment in new or existing products and facilities.
- (6) Take a lead role in supporting, guiding and mentoring those involved in the regional tourism sector.
- (7) Allocate New South Wales, Victorian Government and Partner Council funds to activities that grow, promote and sustain visitation, tourism development, advancement and tourism investment across the Murray River region.
- (8) Be a proactive and collaborative tourism partner to Partner Councils, working with them individually and jointly to develop tourism initiatives and solutions.
- (9) Garner greater cooperation and collaboration across the region's tourism sector in an effort to reduce duplication and provide greater efficiencies for the industry and that improve the visitor experience.
- (10) Identify and manage issues and risks that may impact the regional tourism sector.
- (11) Provide insights and research into regional visitation trends.

2.0 Specific Agreement obligations

2.1 The Company commits to:

- (1) Consulting with each Partner Council when developing its Strategic Plan and subsequently, maintaining, implementing, reviewing the plan's delivery against quantifiable success measures. Each Partner Council will be provided with a copy of the Strategic Plan.
- (2) Each Partner Council will be provided with a copy of the annual business plan.
- (3) Providing each Partner Council with reasonable access to visitation research data to assist make informed decisions.
- (4) Providing each Partner Council updates on issues or activities as appropriate relating to the Murray region visitor economy.
- (5) Working with Partner Councils to manage issues and/or crisis situations impacting the region and subsequently the tourism sector.
- (6) Between July-September 2027, undertaking an independent review of the Murray Regional Tourism to determine its effectiveness in delivering its Strategic Plan. The Parties acknowledge that this subclause (6) is intended to survive and apply beyond the Expiration Date of the Agreement.

3.0 Reporting obligations

3.1 The Company commits to:

- (1) Providing Partner Councils with a summary annually on how it is progressing the delivery of its Strategic Plan as measured against quantifiable key performance indices outlined in the Strategic Plan. This report will be delivered to Partner Councils by end of September each year.
- (2) Providing Partner Councils with a summary of outcomes delivered against quantifiable key performance indices outlined in its annual business plan. This report will be delivered to Partner Councils by the end of September each year.

(3) Providing Partner Councils with a copy of the independent review it conducts in 2027 to determine its effectiveness in delivering its Strategic Plan. This review will be delivered to Partner Councils by 31 October 2027 and it will include the reviewer's findings in terms of the Company's:

- i. Performance against its commitments as set out in Schedule B.
- ii. Governance and management processes.
- iii. Level of stakeholder satisfaction of the Company.

The Parties acknowledge that this subclause (3) is intended to survive and apply beyond the Expiration Date of the Agreement.

Schedule C: Partner Councils' Obligations

1.0 Specific Agreement obligations

1.1 Partner Councils and each Partner Council commit to:

- (1) Where relevant and when approached by Murray Regional Tourism Board ("Company"), supporting Company activities through the involvement of Partner Council personnel, particularly those personnel who are involved in tourism outcomes ("Personnel").
- (2) Integrating the Company's tourism initiatives into the annual work plans of Personnel.
- (3) Advocating the Company and the work that the Company undertakes in fostering tourism, to industry and government, as appropriate.
- (4) Allocating funding, in-kind support, or personnel to facilitate the delivery of agreed projects and programs.
- (5) Paying their annual invoice from the Company, as per clause 6, no later than the date required under this Agreement.
- (6) Making opportunities for Company representatives to present to, and engage with, Partner Councils.
- (7) Making opportunities for Partner Council senior representatives and executives to present to, and engage with the Company.
- (8) Where relevant, including the Company in decisions impacting key tourism programs and strategic tourism developments.
- (9) Sharing with the Company pertinent information relevant to the development of the regional tourism industry.
- (10) Partnering with the Company for visits and to attend tourism related forums within Partner Council areas.
- (11) Informing the Company of any known or suspected issues or crisis that may impact visitation to a Partner Council jurisdiction.
- (12) Supporting Partner Council staff who have been appointed to the Company Board, by enabling them the time required to meet their Board commitments.
- (13) Recognising the independent role, structure and purpose of the Company including in its advocacy for regional tourism as an independent voice to local, state, national and international media.
- (14) Unless granted specific permission by the Company, maintaining confidentiality of Company reports and reviews where these have not been made public by the Company.

Signing Pages

Murray Regional Tourism Board

The Murray Regional Tourism Board agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Murray Regional Tourism Board (ABN 12 150 739 647)**

.....

Name:

Title:

Date:

In the presence of:

.....

Name:

Dated:

Albury City Council

The Albury City Council agrees to the terms and conditions set out in this Agreement:

.

Signed on behalf of the **Albury City Council (ABN 92 965 474 349)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Page 17 of 29

Berrigan Shire Council

The Berrigan Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Berrigan Shire Council (ABN 53 900 833 102)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Campaspe Shire Council

The Campaspe Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Campaspe Shire Council (ABN 23 604 881 620)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Federation Council

The Federation Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Federation Council (ABN 30 762 048 084)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Edward River Council

The Edward River Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Edward River Council (ABN 90 407 359 958)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Gannawarra Shire Council

The Gannawarra Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Gannawarra Shire Council (ABN 98 993 182 937)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Greater Hume Shire Council

The Greater Hume Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Greater Hume Shire Council (ABN 44 970 341 154)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Mildura Rural City Council

The Mildura Rural City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Mildura Rural City Council (ABN 42 498 937 037)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Moira Shire Council

The Moira Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Moira Shire Council (ABN 20 538 141 700)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Murray River Council

The Murray River Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Murray River Council (ABN 30 308 161 484)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Swan Hill Rural City Council

The Swan Hill Rural City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Swan Hill Rural City Council (ABN 97 435 620 016)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Wodonga City Council

The Wodonga City Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Wodonga City Council (ABN 63 277 160 265)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:

Wentworth Shire Council

The Wentworth Shire Council agrees to the terms and conditions set out in this Agreement:

Signed on behalf of the **Wentworth Shire Council (ABN 96 283 886 815)**

.....

Name:

Title:

In the presence of:

.....

Name:

Dated:



Local Government Partners Value Proposition FY 2024 - 2026



MRT Local Government Partner Value Proposition

Why Partner with MRT

10 years prior to introduction of Murray Regional Tourism (MRT), the Murray River saw a decline in tourism across the region due to a fragmented approach to the visitor economy amongst local governments, tourism operators and tourism bodies.

Since the inception of MRT as the region's peak tourism body, tourism has continued to grow to be worth \$4.27b per year across the region for Year ending March 2023. This is due to the coordinated region based approach that MRT takes in advocating for, promoting, and advancing tourism and the visitor economy, across the Murray River region. These decisions have helped to shape and strengthen the region's tourism sector, empowering it to progress and thrive.

The transition to the new Visitor Economy Partnership model, as announced recently by the Victorian Government, will result in MRT almost doubling its state government annual funding (to \$590,000) allowing it to further strengthen and enhance its tourism development activities. To achieve this increase however, it requires all six Victorian LGAs to continue their commitment to partnering with MRT.

There has never been a more important time to work collaboratively to maximise government funding and continue to build our region together.

Introduction

Murray Regional Tourism (MRT) is the peak cross border tourism entity for the Murray region. Its inception in 2010 came from a partnership between the Local Governments within the broader Murray region along with Visit Victoria (formerly Tourism Victoria) and Destination NSW.

The foundation of MRT and more broadly regional tourism boards, was to address the fragmented approach to growing the visitor economy over extended periods of time by both State and Local Government partners. That fragmented approach resulted in a decline in visitation over the proceeding 10 year period.

MRT Structure

MRT is structured as a Company Limited by Guarantee and operates with a long term strategic plan to grow the visitor economy, a clearly defined charter, and Memorandum of Understandings and funding agreements to protect all organisations involved in the partnership.

The Board has an Independent Chair, Skills Based Directors and Directors appointed by the Riverina & Murray Joint Organisation, and Murray River Group of Councils to ensure a strong cross section of skills from both the private and public sector.



MRT Local Government Partner Value Proposition

The organisation is managed by a Chief Executive Officer, supported by a small team that includes an Administration assistant, and internal and contracted marketing, digital, and industry development specialists as required to deliver our Strategic Plan and associated annual programs.

Purpose

MRT's mission is to lead, grow, promote, and sustain visitation, tourism development, advancement, and tourism investment across the Murray River region.

Our vision is that the Murray River region is Australia's iconic regional tourism destination. We believe that:

1. The Murray River region, with its iconic river and waterways, extensive natural environment, inspiring holiday locations, and wealth of experiences for visitors of all ages, is Australia's most exciting regional tourism destination.
2. Tourism is vital to the economic prosperity of the Murray River region and the best way to achieve this is with a vibrant and progressive sector that not only meets, but surpasses, visitor expectations.
3. The interests of the Victorian and New South Wales Governments, local governments, and tourism operators are best served by a progressive regional tourism board that has extensive knowledge of the Murray River region and a deep understanding of the region's current and potential visitor economy.

To achieve our mission, vision and beliefs, we focus on the following four key strategic pillars:

- 1. Industry development** – Improving the quality of tourism experiences in the region through industry education and support.
- 2. Product development**– Facilitating investment in infrastructure, new products and experiences that revitalise the Region's tourism offer.
- 3. Regional marketing**– Leading and supporting the Murray Region in the development of collaborative marketing programs.
- 4. Leadership and advocacy**– Leading the growth and development of the Murray Region through expert knowledge, advocacy and industry engagement.



MRT Local Government Partner Value Proposition

What our stakeholders say-

A stakeholder survey conducted in May/June 2023 (Mellor Olsen, 2023) revealed that MRT has overwhelmingly positive support amongst the majority of stakeholders surveyed who cited:

1. They agree that MRT provides a unified and effective voice on all issues relating to tourism as well as advocating tourism and growing the local economy.
2. MRT took a key role in crisis preparation and recovery of tourism and that our marketing campaigns and advocacy regarding flooding events were particularly beneficial to the region's recovery and visitor economy.
3. MRT's education programs and workshops are well supported, accessible and continue to fostering increased engagement and involvement amongst stakeholders.
4. MRT's efforts to increase cooperation and collaboration are held in high regard.
5. MRT's efforts to communicate with stakeholders was considered one of the organisation's top strengths.

In addition to the four strategic pillars MRT provides:

6. Clear leadership for what was a previously fragmented industry by leading crisis management, advocating for event support, being the authoritative voice on all tourism related matters.
7. Formal partnership for local government authorities to work together on visitor economy opportunities and identified issues
8. Strong advocacy at all levels of Government on behalf of the sector
9. Better coordination between all the key organisations involved within the visitor economy and a reduced duplication of effort across the region
10. Improved communication between government and all industry stakeholders operating across the region
11. Professional tourism leadership with direct links to key funding organisations - both State and Federal Governments
12. A central point of contact for State and Federal Governments on visitor economy related issues
13. Regional ownership of the strategic direction of the visitor economy through the locally managed approach and not by the state tourism offices



MRT Local Government Partner Value Proposition

Why a Regional Tourism Board

MRT unites the Murray region's tourism industry ensuring memorable visitor experiences within this beautiful river destination. Since its inception in 2010, MRT has positively impacted the sector with its work focused on addressing many issues including fragmentation, poor resourcing, crisis management, heavy reliance on volunteers, increased investment, cross border issues and a duplication of resources and effort.

MRT develops an overarching tourism strategy in conjunction with its stakeholders, provides clear developmental direction, focused product development and support for infrastructure developments within the region. These relationships with levels of government enable consistent results.

Since 2010 MRT has delivered:

- A regional and coordinated approach to managing the visitor economy across the Murray region
- Significant growth in the visitor economy, employment and infrastructure development through our effective partnerships.
- Reduction of duplication of effort through improved efficiencies in resource utilisation, for example the delivery and development of The Murray River Adventure Trail which enables a centralised team at MRT to deliver the project on behalf of multiple councils.
- Increased investment from State government in the region's visitor economy by advocating for and supporting grant applications and investments which align to state and regional strategies.
- A region wide sharing of tourism knowledge and skills through delivery of region wide workshops, industry development, tourism manager forums, region familiarisations with key travel buyers and marketers.
- A strong representative voice for the visitor economy in the Murray region that supports advocacy and responds to local market conditions and issues.
- Strong working relationships with State Governments and a lead agency for Local Government to address issues of regional wide significance for example Parks Victoria/ NSW Parks relationships which affect multiple Council areas.
- Coordinated approach to create benefits and efficiencies that have delivered a sustainable return on investment to the LGAs. E.g., Co-operative marketing opportunities that enable access to scalable campaigns for accessible buy in



MRT Local Government Partner Value Proposition

amounts.

- Provision of expertise not necessarily available within each Local Government organisation
Eg access to funding, investment attraction, strategic tourism development support.
- A coordinated approach to the management of crisis impacting the tourism sector, our role is pivotal in ensuring a consistent approach to crisis management of the visitor economy and resolving issues through State Government departments for the benefit of the whole region.

Key Outcomes of our current MoU

1. Secured funding for Stage 2 & 3 Detailed Design of the Murray River Adventure Trail, in partnership with our Victorian LGA's
2. Delivered over \$200,000 of industry development programs across the Murray Region
3. Implementation of the 2021-2024 Strategic Plan
4. Navigated industry through Covid challenges
5. Delivered Flood Recovery Marketing Campaigns
6. Generated over \$2 million in direct investment by our NSW and Victorian government into the regional tourism partnership and leverage LGA investments
7. Continued as the lead cross border tourism body for growing the visitor economy in the Murray region in partnership with both State and Local Governments
8. Developed the Murray region Destination Management Plan to set long term strategic direction for the region and support destinations
9. Developed Local Area Plans to support coordinated visitor and tourism cross border focused development
10. Supported significant projects and aided investment in various key infrastructure priorities
11. Facilitated whole of region tourism crisis management plan and associated crisis management committee to respond to and deal with crisis events. Activities have included, delivery of crisis media training, advocacy, research and marketing activation as examples along with specific detailed work to address COVID 19, the associated border closures and Floods.
12. Updated the Crisis Communication Plan
13. Continued to deliver strong advocacy support on behalf of the sector to all levels of government to reduce barriers and impediments to growth of the region
14. Invested in focused research programs providing valuable research to our partners, industry and government to assist monitor and assess the performance and strength of the visitor economy
15. Implemented Industry Development programs to build skills and capacity of the sector

MRT continues to be one of the longest standing and reputable tourism boards through its history of performance, highest levels of strong governance, equity amongst partners and



MRT Local Government Partner Value Proposition

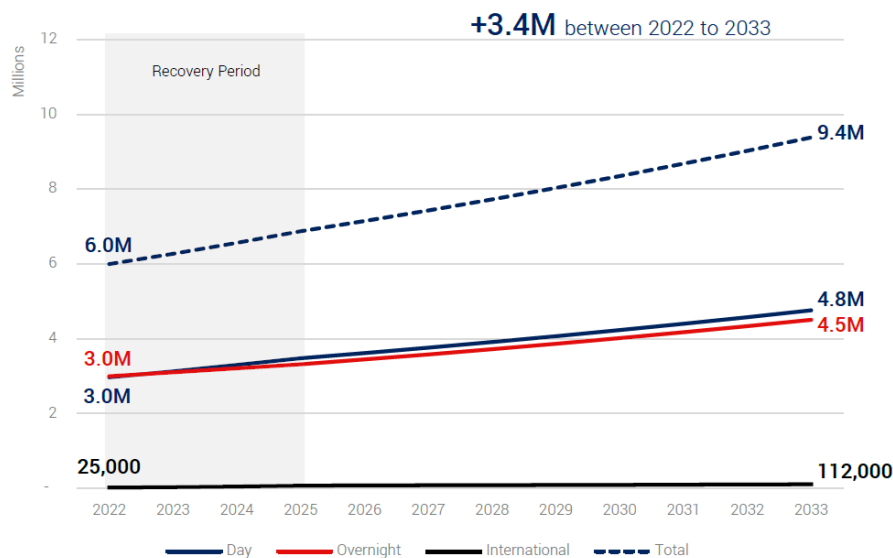
demonstrated engagement with industry. Our relationships with government, industry and private enterprise are invaluable to growing the visitor economy and supporting our partner councils.

The Future

We are excited to present the compelling value proposition for MRT, starting from the financial year 2024/25 for a period of three years. Together, we have a shared goal of regaining visitation levels to pre-COVID and floods by 2025. In this challenging economic environment, our collaborative efforts are more critical than ever. Here's why partnering with us is a high-value investment and an opportunity to shape the future of our region's tourism industry:

1.2. VISITATION PROJECTIONS

F1. VISITATION PROJECTIONS



Source: Urban Enterprise 2023, based on Tourism Research Australia (TRA) National Visitor Survey (NVS) and International Visitor Survey (IVS); ABS Regional Population Estimates.

Collective Growth and Recovery:

Working together, we can successfully restore visitation levels to pre-COVID and flood levels by 2025. Our joint efforts will leverage the strength of our partnership, combining resources, expertise, and marketing power to attract visitors back to our region. By joining forces, we can expedite the recovery process and ensure the sustainable growth of our visitor economy.

The focus of the organisation will be to continue to work in collaboration with both our LGA and State government partners to create region wide solutions to restore the visitor economy and set about building a viable and sustainable regional economy.

Key deliverables are:



MRT Local Government Partner Value Proposition

1. Implementation of the 2024-2026 Strategic Plan ensuring a holistic focus on the overall management of the destination through input from our partners.
2. Continuing as the lead cross border tourism entity for rebuilding the visitor economy in the Murray region in partnership with both State and Local Governments.
3. Delivery (in partnership) of the Murray Region Destination Management Plan and Local Area Plans, which will deliver improved visitor experiences, facilities and infrastructure across the region.
4. Working with our LGA partners and the private sector to identify a pipeline of infrastructure and investment opportunities for the region to strengthen the region's visitor experience. This critical aspect of our work drives growth across the region.
5. Working with partners to maximise marketing spend against shared objectives to drive increased visitation and yield with integrated marketing planning. Leveraging State Local and Regional marketing dollars.
6. Deliver the detailed concept design of Stages 2 & 3 of the Murray River Adventure Trail project. Including advocating for future funding of the trail build which will continue to grow the dispersal of visitors across the Murray Region.
7. Continuing to build industry capacity through delivery of best practice education and training initiatives across the Murray Region with scale to support the growth of business and upskilling of the workforce.
8. Coordinating access to timely and relevant research which provides shared benefits to our partners and industry
9. Continuing to be the key organisation between the local industry, LGAs and government on tourism marketing, destination management planning, industry development and tourism product priorities ensuring proactive advocacy, and leveraging of funding and marketing opportunities.
10. Providing strategic advice, access to skills and information from a whole of region perspective to avoid duplication of effort and maximise resources
11. Coordinating and delivering a digital program to ensure a visitor focused whole of Murray experience.
12. Assisting LGAs and industry with procurement of funding for key initiatives and events
13. Facilitating the implementation of the Murray Region Wide Strategies including Revitalising the Murray Strategy
14. Advocating on whole of region cross border issues impacting the sector including workforce training, access to river, licensing, business support and emergency cross



MRT Local Government Partner Value Proposition

border issues.

15. Assisting with implementation of the NSW Visitor Economy Strategy 2030 and Victorian Experience Victoria 2033 Tourism Strategy

In addition to the above strategic initiatives, at the commencement of each financial year, MRT will provide a detailed annual plan to our Local Government partners outlining the key projects and activities MRT will deliver in partnership with our stakeholders and as aligned to our strategic plan. With the current strategic plan ending in June 2024, we commit to providing LGA partners with feedback opportunities on our new three-year strategic plan which will commence on 1 July 2024.

This is an extremely important time to continue investing in regional tourism, as we have the best ever funding opportunity from the Victorian Government, in particular, to grow our visitor economy with increased investment which would provide more resources we can invest in across the region.

Sustainable Funding Model

The funding model was designed in consultation with and agreed to by our Local Government partners based on ensuring it provided an opportunity for strong collaboration along with a high level of equity.

This model has been in existence since formation in 2010 and based on feedback from LGA partners. MRT acknowledge the cost pressures our LGA partners are experiencing across their budgets and as such we have minimised our increase to 3% from FY2024/25 for each year based on the current FY2023/24 contribution. This provides certainty across the life of the agreement.

This fair and transparent approach ensures equitable support and fosters collaborative growth across the region.

A detailed funding table is provided below outlining each of our partners total respective investment:

PARTNER COUNCILS	2024-2025 \$ 3% Increase	2025-2026 \$ 3% Increase	2026-2027 \$ 3% Increase
Albury City Council	56,877	58,583	60,340
Berrigan Shire Council	25,111	25,865	26,641
Campaspe Shire Council	66,311	68,301	70,350
Federation Council	26,389	27,180	27,996
Edward River Council	18,643	19,202	19,778
Gannawarra Shire Council	20,579	21,197	21,883



MRT Local Government Partner Value Proposition

Greater Hume Shire Council	13,246	13,643	14,052
Mildura Rural City Council	69,649	71,738	73,089
Moiria Shire Council	55,682	57,352	59,073
Murray River Council	29,355	30,236	31,143
Swan Hill Rural City Council	32,321	33,291	34,290
Wodonga City Council	28,243	29,090	29,963
Wentworth Shire Council	15,265	15,723	16,194
Total	\$457,670	\$471,400	\$485,542

9.5 WEST DARLING ARTS MEMORANDUM OF UNDERSTANDING

File Number: RPT/23/644

Responsible Officer: Ken Ross - General Manager
 Responsible Division: Office of the General Manager
 Reporting Officer: Lexi Stockman - Manager Tourism and Promotion

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region
 Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

Summary

West Darling Arts Inc Committee (WDA) have invited Wentworth Shire Council to become a member council of WDA. To formalize the membership Council are required to sign a Memorandum of Understanding which will include an annual financial contribution.

Recommendation

That Council authorises the Mayor and General Manager to enter into an agreement with West Darling Arts Inc., and to sign and affix the Council seal to the Memorandum of Understanding.

Detailed Report

Purpose

The purpose of this report is to present the Memorandum of Understanding received from WDA for Council's consideration with a view of becoming a member council for WDA.

Background

WDA are seeking partnership with LGAs, the local community and other relevant stakeholders to create a significant contribution to the arts and cultural development of the region through localised projects/initiatives and regional strategic activity. It is considered that the investment made through this partnership will benefit both local residents and visitors alike.

The attached Memorandum of Understanding provides full details of the proposed agreement. By entering into an agreement, Council will be agreeing to provide a financial contribution over a three year period, as follows:

2023 / 2024	2024 / 2025	2025 / 2026
\$9,379	\$9,848	\$10,340

These contributions have already been included in planned Operational Expenditure.

Council is requested to consider the attached document and to authorise the Mayor and General Manager to sign the Memorandum of Understanding under seal, thereby entering into agreement.

Attachments

1. DRAFT - MOU - West Darling Arts - Wentworth Shire Council 



Draft Memorandum of Understanding

Parties:

West Darling Arts Inc Committee, known as West Darling Arts (WDA), (or as re-defined name thereafter)

And Wentworth Shire Council, a contributing Local Government Area (LGA) member of the West Darling Arts Board Region of NSW.

Context:

As a contributing member council of the West Darling Regional Arts Committee, the details in this Memorandum of Understanding (MOU) provide an overview of the service agreement between West Darling Arts and reflect the partnership arrangements with regard to the Local Government Areas serviced.

Specifically this agreement details the:

- Parameters of the understanding
- Funding contribution
- Member Council roles and expectations and the
- Regional Arts Development Organisation role and expectations.

Parameters:

This agreement commences formally on July 1, 2023, and concludes on June 30, 2026, reflective of the Create NSW funding commitment to the organisation. Thereafter the agreement and terms will be re-negotiated and reflect the Create NSW negotiated triennial funding commitment in line with other Regional Arts Boards across NSW.

Financial Contribution:

The LGA members agree to provide funding of \$9,379 to WDA for 2023/2024, with 5% CPI increases added for years 2 and 3

2023 / 2024	2024 / 2025	2025 / 2026
\$9,379	\$9,848	\$10,340

This contribution is to be paid within 30 days upon receipt of an appropriate Tax Invoice at the commencement of the new financial year.

In addition, LGA members agree to:



1. Acknowledge that the development of arts and culture is a recognised service function of local government as detailed in Chapter 3 (Section 8) and Chapter 6 of the NSW Local Government Act of 1993.
2. Recognise that arts and culture underpin the social and economic capital of communities.
3. Promote WDA as creating a significant contribution to arts and cultural development of the region through localised projects/initiatives and regional strategic activity.
4. Provide support to WDA in order to achieve their arts and cultural development goals as per the Strategic Plan. WDA undertakings may include (but are not limited to) cultural advocacy, promotions, community cultural support, grant facilitation and partnership projects and initiatives
5. Recognise that investment by each member Council, matched by State Government funding is essential for the core operations of WDA and for a sustainable future.
6. Acknowledge WDA in partnership programs and promotions if required.
7. Actively encourage individuals, groups and organisations in their local area to access the West Darling Regional Arts services and initiatives.
8. Communicate and engage with WDA with regards to any proposed events, programs, projects or planning initiatives arising in the LGA that may be given added value by cultural input.

The West Darling Regional Arts Board Agrees to:

1. Actively work in partnership with LGAs, the local community and other relevant stakeholders to create a significant contribution to the arts and cultural development of the region through localised projects/initiatives and regional strategic activity.
2. Deliver outcomes as defined by the WDA Strategic Plan such as growing artistic and cultural avenues, undertaking audience development and access, developing partnerships, planning and advocacy, increasing the profile of arts and culture and undertaking self-governance.
3. Provide all stakeholders with an Annual Report including:
 - Strategic priorities
 - Relevant excerpts from Audited Financial Statements
 - Information and images on projects/initiatives undertaken including relevant qualitative and quantitative data
 - Overview of communications program
 - Staff training
 - Board profiles
 - Staff and Chair's report.
4. Acknowledge the partnership arrangement with the LGA on all promotional and marketing material in a clear and concise manner.



5. Approach communities to provide relevant information on cultural issues, activities and events for inclusion in WDA marketing activities.

6. Work with each LGA and their communities to support arts and cultural projects, programs initiatives. This includes specialist arts advice to individuals, community groups and local government facilities / staff. WDA will focus on providing programs with an equal geographic spread across the region. Additionally, WDA will work with Wentworth Arts and Cultural organisations for the provision of at least one project per annum.

7. Make available a staff member to provide in-person updates once per year to Council meetings and on an as-needs basis if required.

8. Report annually to council on activities within the Wentworth Shire area with a written report provided by West Darling Arts.

9. WDA is one of 15 Regional Arts Board across regional NSW and is affiliated with peak body Regional Arts NSW through representation on the Board of Directors.

Signatories to this Memorandum of Understanding

Daniel Linklater _____

Mayor – Wentworth Shire Council Date

Ken Ross _____

Acting General Manager – Wentworth Shire Council Date

Jessica Picken _____

Chairperson – West Darling Arts Inc. Date

Catherine Farry _____ Date

Executive Director – West Darling Arts Inc.

9.6 MONTHLY FINANCE REPORT - SEPTEMBER 2023

File Number: RPT/23/625

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 2023 were \$697,201.51. After allowing for pensioner subsidies, the total levies collected are now 47.77%. For comparison purposes 40.37% of the levy had been collected at the end of September 2022. Council currently has \$ 48,448,717.03 in cash and investments.

Recommendation

That Council receives and 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 30 September 2023

The reconciliation has been carried out between the Cash Book of each fund and the Bank Pass Sheet as at 30 September 2023.

	Combined Bank Account
Cash Balance as at 1 September 2023	\$ 2,920,039.19
Add: Receipts for the Period Ending 30 September 2023	\$ 6,076,116.37
Rates, Debtors, Miscellaneous	
Less: Payments for the Period Ending 30 September 2023	
Cash Book entries for this Month	\$ 7,465,263.79
Cash Balance of Operating A/C as at 30 September 2023	\$ 1,530,891.77
Trust Fund Balance	\$ 758,562.12
Investments	
Total Investments as at 30 September 2023	\$ 46,159,263.14
TOTAL	\$ 48,448,717.03

Collection of Rates and Charges

Rates and Charges collections for the month of September 2023 were \$ 697,201.51. After allowing for pensioner subsidies, the total levies collected are now 47.77%. A summary of the Rates and Charges situation as at 30 September 2023 is as follows:

	Rates and Charges	
Levies		
Balance Outstanding at 30 June 2023 - Rates / Water	975,306.94	
Rates and Charges Levied 21 July 2023	10,341,585.36	\$ 11,316,892.30
+ Additional Water Charges	493,637.63	
+ Supplementary Rates and Charges	135,744.28	
+ Additional Charges	34,763.19	
- Credit Adjustments	15,304.94	
- Abandonments	34,606.85	\$ 11,931,125.61
Deductions		
- Payments	5,530,034.19	
- Less Refunds of Payments	1,075.00	\$ 5,528,959.19
		\$ 6,402,166.42
- Pensioner Subsidy		
Government Subsidy	93,995.81	
Council Subsidy	76,905.67	\$ 170,901.48
Total Rates/Water Charges Outstanding		\$ 6,231,264.94

Note: For comparison purposes 40.37% of the levy had been collected at the end of September 2022.

Rates/Water write offs and adjustments

Rates and charges that have been written off or adjustments made under the delegated authority of the General Manager for the month of September 2023.

Account	Date	Amount	Comment
Rates			
125.05	28.09.2023	608.57	Rate Assesment has been cancelled by the Valuer General and amalgamated with rate account P125/0
1710.707	26.9.2023	68.69	Rate adjustment due to a reduction of valuation
1710-709	26.9.2023	68.69	Rate adjustment due to a reduction of valuation
Debtors			
Steven Gray Carpentry P/L	21.9.2023	38.00	Credit overcharged Buronga Landfill Charge - Incorrect charge used
B & S Earthworks	7.9.2023	901.00	Credit overcharged Buronga Landfill Charge - paid by credit card at the Landfill and also entered into data for an account to be issued

Council Loans Report

Name	Institution	Purpose	Interest Rate	Loan Amount	Amount Outstanding	Due Date
Loan 201	National Australia Bank	Buronga Landfill	4.55% Fixed	\$ 920,000.00	\$ 162,134.91	30/01/2025
Loan 202	ANZ Bank	Civic Centre	3.47% Fixed	\$ 850,000.00	\$ 568,253.06	21/10/2026
Loan 203	National Australia Bank	Midway Centre	3.586% Fixed	\$ 1,900,000.00	\$ 1,381,044.27	1/06/2033
Loan 204	Bendigo Bank	Buronga Landfill	5.29% Fixed	\$ 1,500,000.00	\$ 1,181,591.85	12/05/2037
CFWC310604	T-Corp	Trentham Cliffs Sewer	1.82% Fixed	\$ 750,000.00	\$ 618,316.52	4/06/2031
CFWC310624	T-Corp	Burong/Gol Gol Stormwater	1.79% Fixed	\$ 1,250,000.00	\$ 1,009,905.32	24/06/2031
Loan 205	National Australia Bank	Willowbend Caravan Park	2.2% Fixed	\$ 1,500,000.00	\$ 1,374,142.27	25/01/2027
Loan 206	Bendigo Bank	Buronga Landfill #3	1.85% Fixed	\$ 900,000.00	\$ 655,709.46	25/09/2028
				TOTAL	\$ 6,951,097.66	

Overtime and Travelling

Month	Sept	Pay Periods	5 & 6		
Overtime from 19 August 2023 to 15 September 2023					
Overtime					
	Time and a Half		Double Time		Total
Department	Hours	Amount	Hours	Amount	
Animal Services	11.75	566.56	23.50	\$ 1,505.47	\$ 2,072.03
Civil	7.00	342.25	8.00	\$ 502.69	\$ 844.94
Indoor Engineers	21.00	1,528.53	2.75	\$ 276.58	\$ 1,805.11
IT Support	2.00	151.23	0.00	\$ -	\$ 151.23
Landfill Transfer Stations	6.00	316.42	15.50	\$ 1,049.94	\$ 1,366.36
Library	3.50	205.57	0.00	\$ -	\$ 205.57
Parks & Gardens	8.00	352.52	12.00	\$ 705.04	\$ 1,057.56
Private Works	12.00	574.95	91.00	\$ 6,000.90	\$ 6,575.85
Roads - Council	258.50	12,234.33	394.50	\$ 24,715.78	\$ 36,950.11
Roads - RMS	3.00	130.07	0.00	\$ -	\$ 130.07
Subdivision Officer	2.00	154.36	0.00	\$ -	\$ 154.36
Tourism & Promotion	4.00	233.33	5.50	\$ 405.73	\$ 639.06
Water & Waste Water	42.50	2,472.87	57.00	\$ 4,017.81	\$ 6,490.68
Workshop Manager	1.50	89.71	0.00	\$ -	\$ 89.71
Workshop/Mechanics	0.00	0.00	0.00	\$ -	\$ -
Total	382.75	19,352.70	609.75	39,179.94	\$ 58,532.64
Travel Allowance					
Department	Kms	Amount			
Grand Total		\$ 58,532.64			

Conclusion

The report indicates to Council that its finances are in a favourable position.

Attachments

Nil

9.7 MONTHLY INVESTMENT REPORT - SEPTEMBER 2023

File Number: RPT/23/632

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Bryce Watson - Accountant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency

Summary

As at 30 September 2023 Council had \$43 million invested in term deposits and \$5,448,717.03 in other cash investments. Council received \$162,776.40 from its investments for the month of September 2023.

In September 2023 Council investments averaged a rate of return of 4.49% and it currently has \$8,641,451.34 of internal restrictions and \$30,922,027.61 of external restrictions.

Recommendation

That Council receives and notes the monthly investment report.

Detailed Report

Purpose

The purpose of this report is to update Council on the current status of its investments as required by the *Local Government Act 1993* (NSW) and the associated regulation.

Matters under consideration

As at 30 September 2023 Council had \$48,488,717.03 invested with Nine (9) financial institutions and One (1) Treasury Corporation. This is a decrease of \$2,377,229.33 from the previous month.

The investment of surplus funds remains in line with Council's Investment Policy. This ensures sufficient working capital is retained and restrictions are supported by cash and investments that are easily converted into cash.

Interest Received from Cash Investments in September 2023

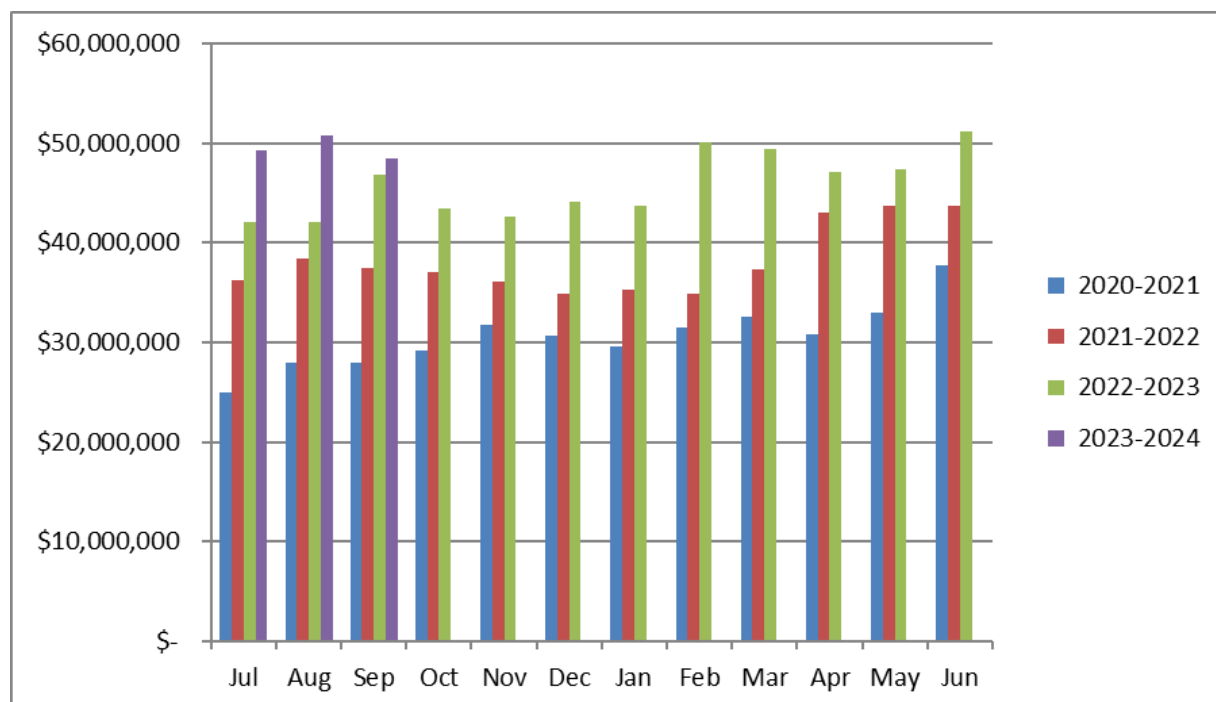
Five (5) deposits and One (1) other account matured or provided interest in September earning Council \$162,776.40 in interest. The budget for September was \$125,000. Year to date Council has received \$316,366.23 in interest based on cash accounting. Expired investments are now shown in the attached report along with a summary of accrued interest. The budget for the financial year was set at \$1,500,000. As shown in the attached report Council's investments are on track to return \$1,827,917.81 for the financial year.

**note the difference in interest received between this report and the Yield Hub report is from Council's at-call cash account which is paid monthly.*

Restrictions

Internal Restrictions		
- Employee Entitlements	\$2,294,469.28	
- Doubtful Debts	\$115,011.00	
- Future Development Reserve	\$1,076,217.20	
- Trust Account	\$1,689,023.85	
- Caravan Park Loan Facility	\$966,730.01	
- Capital Projects	\$1,000,000.00	
- Plant Replacement Reserve	\$1,500,000.00	\$8,641,451.34
External Restrictions		
- Water Fund	\$11,419,755.15	
- Sewer Fund	\$5,757,664.68	
- T-Corp Loan Balance	\$509,066.93	
- Developer Contributions Reserve	\$962,882.55	
- Unexpended Grants	\$11,490,446.57	
- Crown Reserves Reserve	\$213,700.14	
- Loan Guarantee Reserve	\$3,460.91	
- Prepayments Cemeteries	\$565,050.68	\$30,922,027.61
Day to Day Liquidity		\$8,885,238.08
Total Funds Available		\$48,448,717.03

Total Funds Invested



Summary – Unexpended Grants as at 30 September 2023

Grant	Amount
SCCF Wentworth Rowing Club	\$45,521.29
Crown Reserve Improvement Fund Astronomy Park	\$656,000.21
Crown Reserve Improvement Fund Pooncarie Racecourse	\$3,200.00
EDS Grant	\$30,010.53
Fixing Local Roads Grants - Stage 3	\$211,529.51
Fixing Local Roads Grants - Stage 4	\$41,872.22
Resources for Regions Round 8	\$626,566.23
Pooncarie Menindee Road	\$1,840,777.03
Transport for NSW Pothole Repair Program	\$626,504.79
Resources for Regions Round 9	\$2,595,166.79
Rural Local Road Repair Program	\$3,187,301.58
NSW Office of Local Government Flood Grants	\$889,407.81
Strong Start Cadetship Program Grant	\$25,000.00
JEV Mosquito Eradication Grant	\$22,013.56
Stronger Country Communities Fund Round 5	\$442,783.88
Regional Drought Resilience Funding	\$50,000.00
SCCF Female Jockey Changerooms	\$121,791.14
Regional Leakage Reduction Program - Local Water Utility	\$75,000.00
Total	\$11,490,446.57

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 2021 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

1. Yeild Hub - Monthly Investment Report September 2023 [↓](#) 



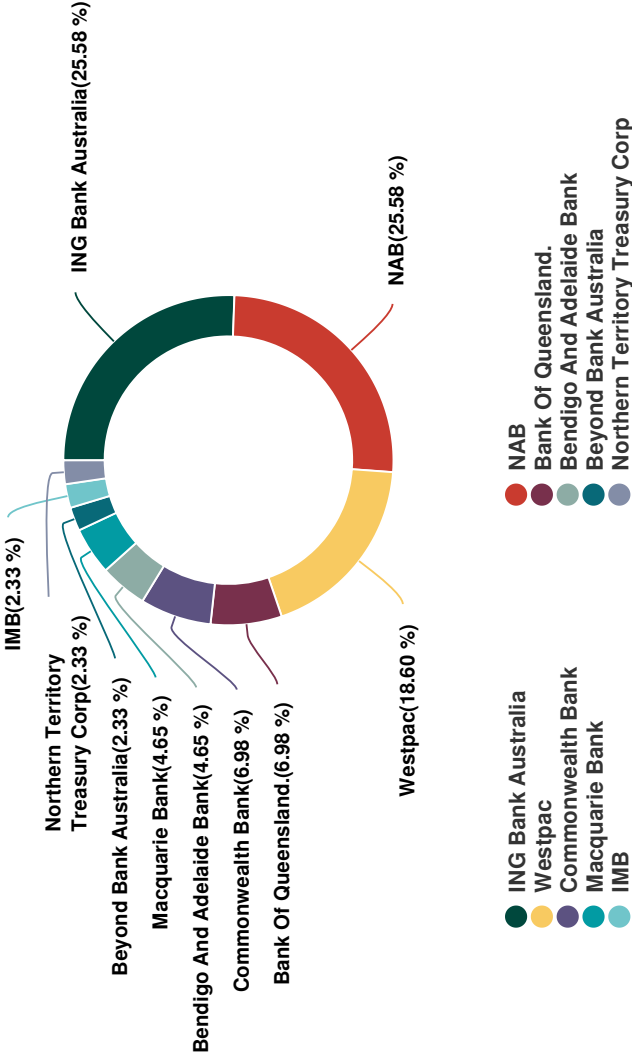
30 September 2023
Wentworth Shire Council - Monthly Report

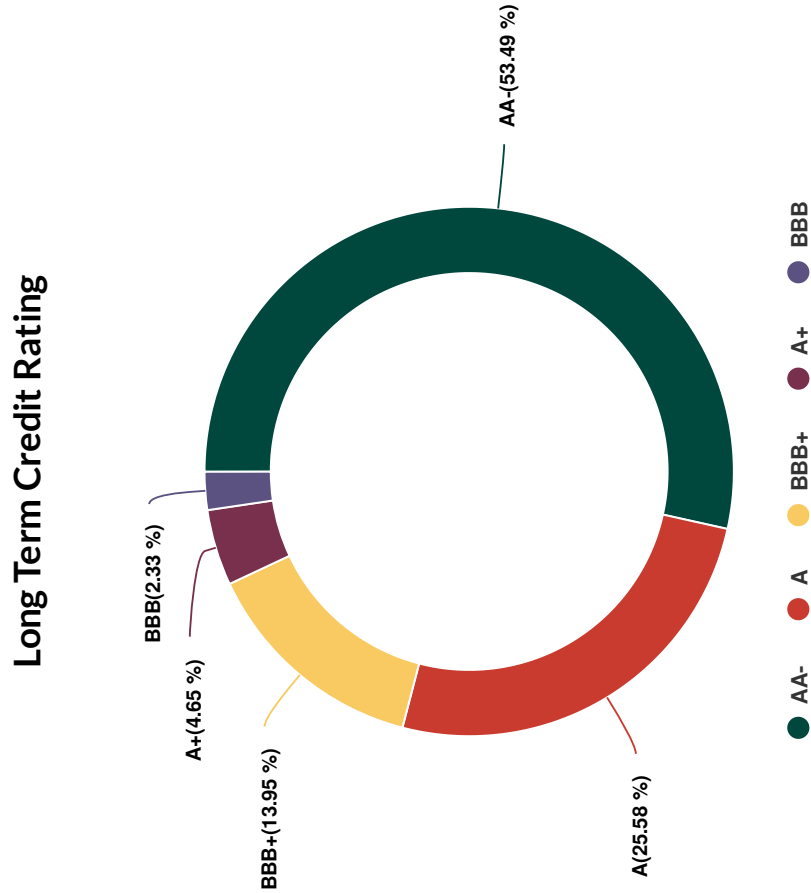
Summary

Total Cost	\$43,000,000.00
Total Portfolio Value	\$43,965,120.29
Weighted Average Term	197
Weighted Average Yield	4.49 %
90 day BBSW	4.14 %
Total Monthly Accrued Interest	\$154,966.04
Total Interest Received this month	\$147,646.31
Total Interest Received this FY	\$272,999.74
Total Interest Expected this FY	\$1,828,340.29
Interest Payments this month	5
Matured Investments this month	4
Total Funds Matured this month	\$4,000,000.00
Investments this month	4
Total Funds Invested this month	\$4,000,000.00
Compliant Portfolio	Yes



Counterparty





Wentworth Shire Council - Monthly Report

Report Date: 30 September 2023

Investment Type	ADI/Security Name	Amount	Settlement Date	Maturity Date	Term in Days	Yield	Short Term Rating	Long Term Rating
Term Deposit	Bank Of Queensland.	\$1,000,000	06/04/2023	03/10/2023	180	4.75 %	A-2	BBB+
Term Deposit	Macquarie Bank	\$1,000,000	04/10/2022	04/10/2023	365	4.500 %	A-1	A+
Term Deposit	Macquarie Bank	\$1,000,000	05/10/2022	05/10/2023	365	4.500 %	A-1	A+
Term Deposit	NAB	\$1,000,000	18/10/2022	18/10/2023	365	4.300 %	A-1+	AA-
Term Deposit	Commonwealth Bank	\$1,000,000	02/11/2022	02/11/2023	365	4.44 %	A-1+	AA-
Term Deposit	Commonwealth Bank	\$1,000,000	02/11/2022	02/11/2023	365	4.44 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	25/11/2022	27/11/2023	367	4.43 %	A-1+	AA-
Term Deposit	IMB	\$1,000,000	11/09/2023	11/12/2023	91	5.08 %	NR	NR
Term Deposit	NAB	\$1,000,000	15/12/2022	15/12/2023	365	4.35 %	A-1+	AA-
Term Deposit	ING Bank Australia	\$1,000,000	19/12/2022	19/12/2023	365	4.500 %	A-1	A
Term Deposit	Bendigo And Adelaide Bank	\$1,000,000	22/12/2022	22/12/2023	365	4.300 %	A-2	BBB+
Term Deposit	NAB	\$1,000,000	03/01/2023	03/01/2024	365	4.500 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	27/02/2023	23/01/2024	330	4.92 %	A-1+	AA-
Term Deposit	Commonwealth Bank	\$1,000,000	30/01/2023	30/01/2024	365	4.69 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	09/02/2023	09/02/2024	365	4.700 %	A-1+	AA-
Term Deposit	Bank Of Queensland.	\$1,000,000	09/02/2023	09/02/2024	365	4.600 %	A-2	BBB+
Term Deposit	NAB	\$1,000,000	20/02/2023	20/02/2024	365	4.85 %	A-1+	AA-
Term Deposit	Bendigo And Adelaide Bank	\$1,000,000	24/02/2023	23/02/2024	364	4.700 %	A-2	BBB+
Term Deposit	NAB	\$1,000,000	27/02/2023	27/02/2024	365	5.0 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	27/02/2023	27/02/2024	365	4.98 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	11/03/2022	11/03/2024	731	1.85 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	11/03/2022	11/03/2024	731	1.92 %	A-1+	AA-
Term Deposit	Bank Of Queensland.	\$1,000,000	15/03/2023	14/03/2024	365	4.45 %	A-2	BBB+
Term Deposit	ING Bank Australia	\$1,000,000	20/03/2023	19/03/2024	365	4.45 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	23/03/2023	22/03/2024	365	4.600 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	31/03/2023	02/04/2024	368	4.68 %	A-1	A
Term Deposit	ING Bank Australia	\$2,000,000	05/04/2023	04/04/2024	365	4.68 %	A-1	A

Wentworth Shire Council - Monthly Report

Report Date: 30 September 2023

Investment Type	ADI/Security Name	Amount	Settlement Date	Maturity Date	Term in Days	Yield	Short Term Rating	Long Term Rating
Term Deposit	ING Bank Australia	\$1,000,000	19/04/2022	19/04/2024	731	3.09 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	18/05/2023	17/05/2024	365	4.900 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	26/05/2023	27/05/2024	367	4.94 %	A-1	A
Term Deposit	Westpac	\$1,000,000	06/06/2023	06/06/2024	366	5.04 %	A-1+	AA-
Term Deposit	ING Bank Australia	\$2,000,000	28/06/2023	27/06/2024	365	5.62 %	A-1	A
Term Deposit	Westpac	\$1,000,000	26/07/2023	26/07/2024	366	5.25 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	27/07/2023	29/07/2024	368	3.27 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	24/08/2023	26/08/2024	368	5.100 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	24/08/2023	26/08/2024	368	5.100 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	29/08/2023	28/08/2024	365	5.200 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	04/09/2023	03/09/2024	365	5.12 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	05/09/2023	04/09/2024	365	5.17 %	A-1+	AA-
Term Deposit	Beyond Bank Australia	\$1,000,000	11/09/2023	10/09/2024	365	5.200 %	A-2	BBB
Term Deposit	Northern Territory Treasury Corp	\$1,000,000	16/09/2021	15/12/2026	1,916	1.35 %	NR	NR
		\$43,000,000						

Wentworth Shire Council - Monthly Report

Report Date: 30 September 2023

Transaction Date	Contract Number	ADI/Security Name	Type	Amount	Credit/Debit	Long Term Rating	Designation	Comments	Maturity Date
25/09/2023	060427	AMP Bank	Interest	\$45,246.58	Debit	BBB	Unclassified		25/09/2023
11/09/2023	065642	Westpac	Interest	\$4,786.85	Debit	AA-	Unclassified		11/03/2024
11/09/2023	065643	IMB	Interest	\$13,712.88	Debit	NR	Unclassified		10/09/2023
06/09/2023	060181	Macquarie Bank	Interest	\$40,900	Debit	A+	Unclassified		06/09/2023
05/09/2023	060147	AMP Bank	Interest	\$43,000	Debit	BBB	Unclassified		05/09/2023
Total				\$147,646.31					

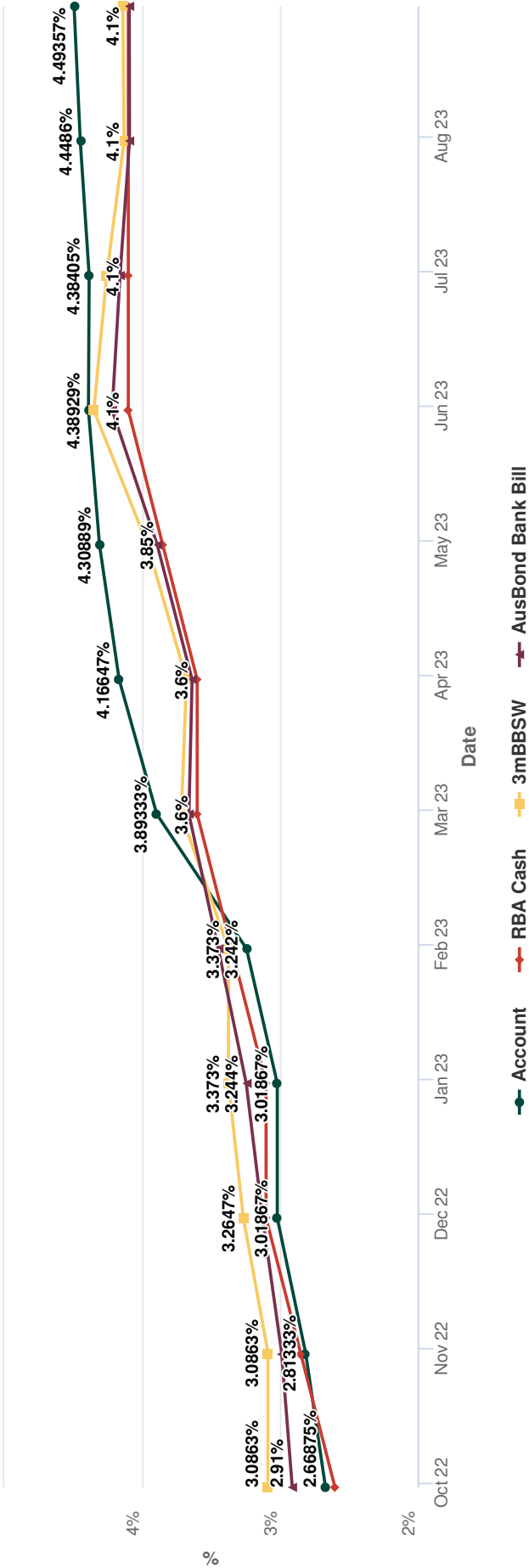
Wentworth Shire Council - Monthly Report

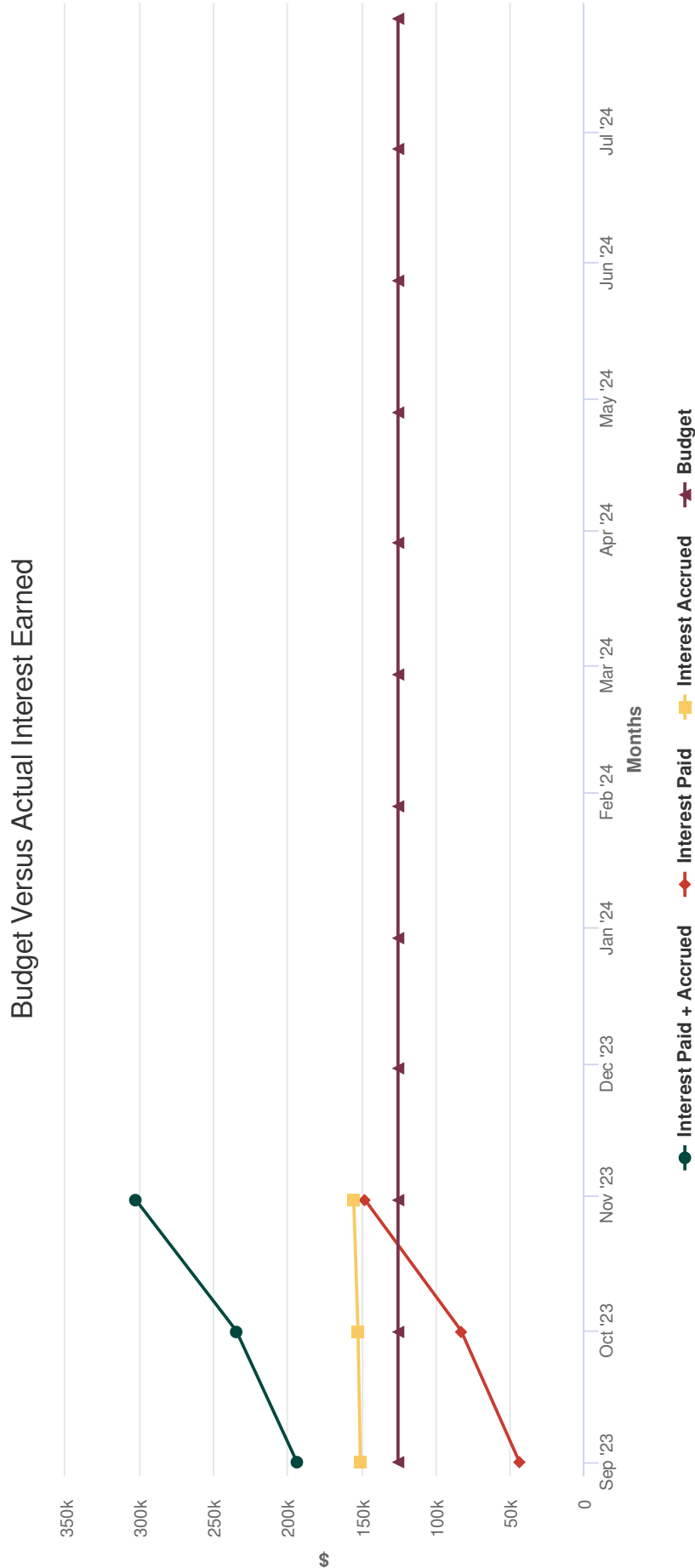
Report Date: 30 September 2023

Account vs RBA Cash vs 3m BBSW vs Bloomberg AusBond Bank Bill Index

Term	Account	RBA Cash	3m BBSW	Outperformance	AusBond Bank Bill	Outperformance
1m	4.49 %	4.10 %	4.13 %	0.36 %	4.09 %	0.39 %
3m	4.42 %	4.10 %	4.20 %	0.23 %	4.11 %	0.32 %
6m	4.32 %	3.94 %	4.08 %	0.25 %	3.98 %	0.35 %
12m	3.65 %	3.55 %	3.64 %	0.01 %	3.62 %	0.03 %

Month End Performance





9.8 DRAFT 2022-2023 ANNUAL FINANCIAL STATEMENTS

File Number: RPT/23/626

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 Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

It is a requirement of the *Local Government Act 1993* (NSW) (the Act) that Council prepare its Annual Financial Statements as soon as practicable after the end of the financial year in accordance with Australian Accounting Standards and the Local Government Code of Accounting Practice.

The Financial Statements must be audited and the audit opinion issued by the Audit Office of NSW and lodged with the Office of Local Government by 31 October 2023.

Section 413 and 418 of the Act and Clause 215 of the *Local Government (General) Regulation 2021* (the Regulation) have a number of specific requirements that Council has to comply with in regards to the production, auditing and finalisation of the Annual Financial Statements and year end reporting requirements.

Recommendation

That Council certifies:

- a. That the Annual Financial Statements have been prepared in accordance with:
 - i. The *Local Government Act 1993* (NSW) and the Regulations made there under;
 - ii. The Australian Accounting Standards and other pronouncements of the Australian Accounting Standards Board; and
 - iii. The Local Government Code of Accounting Practice and Financial Reporting.
- b. To the best of our knowledge and belief, these statements:
 - i. Present fairly the Council's operating result and financial position for the 2022/2023 financial year; and
 - ii. Accord with Council's accounting and other records.
- c. That Council is not aware of any matter that would render these Statements false or misleading in any way.

That Council:

- a. Adopt the Councillors and 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;

- b. 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; and
- c. Delegates to the General Manager the authority to authorise the year end accounts for issue immediately upon receipt of the auditor’s reports.

That Council:

- a. Refer the Draft 2022/2023 Annual Financial Statements to audit.

Detailed Report

Purpose

The purpose of this report is to comply with a number of legislative obligations in relation to the audit of Council’s Annual Financial Statements.

Background

It is a requirement of the *Local Government Act 1993* (NSW) (the Act) that Council prepare its Annual Financial Statements as soon as practicable after the end of the financial year in accordance with Australian Accounting Standards and the Local Government Code of Accounting Practice.

The Financial Statements must be audited and the audit opinion issued by the Audit Office of NSW and lodged with the Office of Local Government by 31 October 2023.

Matters under consideration

Section 413 and 418 of the Act and Clause 215 of the *Local Government (General) Regulation 2021* (the Regulations) have a number of specific requirements that Council has to comply with in regards to the production, auditing and finalisation of the Annual Financial Statements and year end reporting requirements.

Section 413 of the Act and Clause 215 of the Regulations require that:

Council must prepare financial reports for each year and must refer them to audit as soon as practicable after the end of the financial year.

Council prepare a Statement that certifies that:

- a) **Council’s annual financial reports have been drawn up in accordance with:**
 - i. **The Act and the regulations; and**
 - ii. **The code of accounting practice; and**
 - iii. **The Australian Accounting Standards issued by the Australian Standards Board; and**
- b) **The reports present fairly Council’s financial position and operating result for the year; and**
- c) **The reports accord with Council’s accounting and other records; and**
- d) **The signatures are not aware of anything that would make those reports false or misleading in any way and include such information and explanations as will prevent those reports from being misleading because of any qualification that is included in the statement.**

The statement must be made by a resolution of Council and be signed by:

- **The Mayor; and**
- **At least one other member of the Council; and**
- **The Responsible Accounting Officer; and**
- **The General Manager (if they are not the Responsible Accounting Officer)**

The statement must be included with the financial reports prior to the Audit Office issuing their audit opinion.

Once the audit opinion has been issued, Council must authorise the statements to be released, fix a date for the meeting at which it proposes to present the audited financial statements to the public and give public notice of that date.

The date to present the audited financial statements must be at least 7 days after the date of the public notice and no more than 5 weeks after the auditor's reports has been received by Council.

Given those time frames it recommended that Council delegate authority to the General Manager to finalise the date that the financial statements are presented to the "public"

Legal, strategic, financial or policy implications

The Audit Office will not issue its audit opinion until such time as Council refer the financial statements to audit and authorise the statements to be signed.

The financial statements have also been reviewed by the Audit, Risk and Improvement Committee at a meeting held on 16 October 2023.

Conclusion

The Act and Regulations requires Council to comply with a number of obligations in relation to the preparation, audit and presentation of the annual financial statements and the auditor's report.

Attachments

1. Draft Annual Financial Statements 2022-2023 [↓](#) 

Wentworth Shire Council

ANNUAL FINANCIAL STATEMENTS for the year ended 30 June 2023



Wentworth Shire Council

GENERAL PURPOSE FINANCIAL STATEMENTS for the year ended 30 June 2023



Wentworth Shire Council

General Purpose Financial Statements

for the year ended 30 June 2023

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Overview

Wentworth Shire Council is constituted under the Local Government Act 1993 (NSW) and has its principal place of business at:

26-28 Adelaide Street
Wentworth NSW 2648

Council's guiding principles are detailed in Chapter 3 of the LGA and includes:

- principles applying to the exercise of functions generally by council,
- principles to be applied when making decisions,
- principles of community participation,
- principles of sound financial management, and
- principles for strategic planning relating to the development of an integrated planning and reporting framework.

A description of the nature of Council's operations and its principal activities are provided in Note B1-2

Through the use of the internet, we have ensured that our reporting is timely, complete and available at minimum cost. All press releases, financial statements and other information are publicly available on our website: www.wentworth.nsw.gov.au.

Wentworth Shire Council

General Purpose Financial Statements

for the year ended 30 June 2023

Understanding Council's Financial Statements

Introduction

Each year NSW local governments are required to present audited financial statements to their council and community.

What you will find in the Statements

The financial statements set out the financial performance, financial position and cash flows of Council for the financial year ended 30 June 2023.

The format of the financial statements is standard across all NSW Councils and complies with both the accounting and reporting requirements of Australian Accounting Standards and requirements as set down by the Office of Local Government.

About the Councillor/Management Statement

The financial statements must be certified by senior staff as 'presenting fairly' the Council's financial results for the year and are required to be adopted by Council – ensuring both responsibility for and ownership of the financial statements.

About the Primary Financial Statements

The financial statements incorporate five "primary" financial statements:

1. The Income Statement

Summarises Council's financial performance for the year, listing all income and expenses. This statement also displays Council's original adopted budget to provide a comparison between what was projected and what actually occurred.

2. The Statement of Comprehensive Income

Primarily records changes in the fair value of Council's Infrastructure, property, plant and equipment.

3. The Statement of Financial Position

A 30 June snapshot of Council's financial position indicating its assets, liabilities and "net wealth".

4. The Statement of Changes in Equity

The overall change for the year (in dollars) of Council's "net wealth".

5. The Statement of Cash Flows

Indicates where Council's cash came from and where it was spent. This statement also displays Council's original adopted budget to provide a comparison between what was projected and what actually occurred.

About the Notes to the Financial Statements

The Notes to the Financial Statements provide greater detail and additional information on the five primary financial statements.

About the Auditor's Reports

Council's financial statements are required to be audited by the NSW Audit Office.

In NSW the auditor provides 2 audit reports:

1. an opinion on whether the financial statements present fairly the Council's financial performance and position, and
2. their observations on the conduct of the audit, including commentary on the Council's financial performance and financial position.

Who uses the Financial Statements?

The financial statements are publicly available documents and must be presented at a Council meeting between seven days and five weeks after the date of the audit report.

The public can make submissions to Council up to seven days subsequent to the public presentation of the financial statements.

Council is required to forward an audited set of financial statements to the Office of Local Government.

Wentworth Shire Council

General Purpose Financial Statements

for the year ended 30 June 2023

Statement by Councillors and Management made pursuant to Section 413 (2c) of the *Local Government Act 1993* (NSW)

The attached general purpose financial statements have been prepared in accordance with:

- the *Local Government Act 1993* and the regulations made thereunder,
- the Australian Accounting Standards and other pronouncements of the Australian Accounting Standards Board
- the Local Government Code of Accounting Practice and Financial Reporting.

To the best of our knowledge and belief, these statements:

- present fairly the Council's operating result and financial position for the year
- accord with Council's accounting and other records.

We are not aware of any matter that would render these statements false or misleading in any way.

Signed in accordance with a resolution of Council made on 18 October 2023.

Daniel Linklater
Mayor
18 October 2023

Susan Nichols
Deputy Mayor
18 October 2023

Ken Ross
General Manager
18 October 2023

Simon Rule
Responsible Accounting Officer
18 October 2023

Wentworth Shire Council | Income Statement | for the year ended 30 June 2023

Wentworth Shire Council

Income Statement

for the year ended 30 June 2023

Original unaudited budget 2023 \$ '000		Notes	Actual 2023 \$ '000	Actual 2022 \$ '000
	Income from continuing operations			
10,098	Rates and annual charges	B2-1	9,755	9,529
6,331	User charges and fees	B2-2	8,807	9,600
1,188	Other revenues	B2-3	552	1,453
9,901	Grants and contributions provided for operating purposes	B2-4	16,524	12,147
20,181	Grants and contributions provided for capital purposes	B2-4	17,093	8,715
239	Interest and investment income	B2-5	1,706	280
40	Other income	B2-6	38	131
100	Net gain from the disposal of assets	B4-1	103	—
48,078	Total income from continuing operations		54,578	41,855
	Expenses from continuing operations			
10,745	Employee benefits and on-costs	B3-1	9,964	9,665
6,903	Materials and services	B3-2	13,118	11,235
391	Borrowing costs	B3-3	343	316
8,025	Depreciation, amortisation and impairment of non-financial assets	B3-4	9,309	8,465
641	Other expenses	B3-5	651	524
—	Net loss from the disposal of assets	B4-1	—	78
—	Net share of interests in joint ventures and associates using the equity method	D2	78	195
26,705	Total expenses from continuing operations		33,463	30,478
21,373	Operating result from continuing operations		21,115	11,377
21,373	Net operating result for the year attributable to Council		21,115	11,377
—	Net operating result for the year before grants and contributions provided for capital purposes		4,022	2,662

The above Income Statement should be read in conjunction with the accompanying notes.

Wentworth Shire Council | Statement of Comprehensive Income | for the year ended 30 June 2023

Wentworth Shire Council

Statement of Comprehensive Income

for the year ended 30 June 2023

	Notes	2023 \$ '000	2022 \$ '000
Net operating result for the year – from Income Statement		21,115	11,377
Other comprehensive income:			
Amounts which will not be reclassified subsequently to the operating result			
Gain (loss) on revaluation of infrastructure, property, plant and equipment	C1-6	30,958	49,470
Impairment (loss) reversal / (revaluation decrement) relating to infrastructure, property, plant and equipment	C1-6	(2,279)	–
Total items which will not be reclassified subsequently to the operating result		28,679	49,470
Total other comprehensive income for the year		28,679	49,470
Total comprehensive income for the year attributable to Council		49,794	60,847

The above Statement of Comprehensive Income should be read in conjunction with the accompanying notes.

Wentworth Shire Council | Statement of Financial Position | for the year ended 30 June 2023

Wentworth Shire Council

Statement of Financial Position

as at 30 June 2023

	Notes	2023 \$ '000	2022 \$ '000
ASSETS			
Current assets			
Cash and cash equivalents	C1-1	7,211	5,708
Investments	C1-2	44,000	38,000
Receivables	C1-4	5,771	4,491
Inventories	C1-5	248	224
Other	C1-8	201	211
Total current assets		57,431	48,634
Non-current assets			
Infrastructure, property, plant and equipment (IPPE)	C1-6	557,482	511,401
Intangible assets	C1-7	184	184
Investments accounted for using the equity method	D2-1	867	945
Total non-current assets		558,533	512,530
Total assets		615,964	561,164
LIABILITIES			
Current liabilities			
Payables	C3-1	3,775	2,675
Contract liabilities	C3-2	10,012	6,411
Borrowings	C3-3	956	780
Employee benefit provisions	C3-4	2,149	2,143
Total current liabilities		16,892	12,009
Non-current liabilities			
Borrowings	C3-3	7,011	7,016
Employee benefit provisions	C3-4	158	152
Provisions	C3-5	2,835	2,713
Total non-current liabilities		10,004	9,881
Total liabilities		26,896	21,890
Net assets		589,068	539,274
EQUITY			
Accumulated surplus	C4-1	116,155	95,040
IPPE revaluation reserve	C4-1	472,913	444,234
Council equity interest		589,068	539,274
Total equity		589,068	539,274

The above Statement of Financial Position should be read in conjunction with the accompanying notes.

Wentworth Shire Council | Statement of Changes in Equity | for the year ended 30 June 2023

Wentworth Shire Council

Statement of Changes in Equity
for the year ended 30 June 2023

	Notes	2023			2022		
		Accumulated surplus \$ '000	IPPE revaluation reserve \$ '000	Total equity \$ '000	Accumulated surplus \$ '000	IPPE revaluation reserve \$ '000	Total equity \$ '000
Opening balance at 1 July		95,040	444,234	539,274	83,663	394,764	478,427
Net operating result for the year		21,115	–	21,115	11,377	–	11,377
Other comprehensive income							
Gain (loss) on revaluation of infrastructure, property, plant and equipment	C1-6	–	30,958	30,958	–	49,470	49,470
– Impairment (loss) reversal relating to IPP&E	C1-6	–	(2,279)	(2,279)	–	–	–
Other comprehensive income		–	28,679	28,679	–	49,470	49,470
Total comprehensive income		21,115	28,679	49,794	11,377	49,470	60,847
Closing balance at 30 June		116,155	472,913	589,068	95,040	444,234	539,274

The above Statement of Changes in Equity should be read in conjunction with the accompanying notes.

Wentworth Shire Council | Statement of Cash Flows | for the year ended 30 June 2023

Wentworth Shire Council

Statement of Cash Flows

for the year ended 30 June 2023

Original unaudited budget 2023 \$ '000		Notes	Actual 2023 \$ '000	Actual 2022 \$ '000
Cash flows from operating activities				
<i>Receipts:</i>				
10,030	Rates and annual charges		9,873	9,497
6,075	User charges and fees		9,365	10,227
213	Interest received		995	224
30,649	Grants and contributions		30,660	20,776
1,162	Other		3,540	2,531
<i>Payments:</i>				
(10,725)	Payments to employees		(9,967)	(9,891)
(4,182)	Payments for materials and services		(14,456)	(13,067)
(377)	Borrowing costs		(222)	(199)
(862)	Other		(2,081)	(1,253)
31,983	Net cash flows from operating activities	G1-1	27,707	18,845
Cash flows from investing activities				
<i>Receipts:</i>				
–	Sale of investments		36,000	47,000
450	Proceeds from sale of IPPE		164	272
<i>Payments:</i>				
–	Purchase of investments		(42,000)	(59,000)
(37,297)	Payments for IPPE		(20,539)	(15,577)
(36,847)	Net cash flows from investing activities		(26,375)	(27,305)
Cash flows from financing activities				
<i>Receipts:</i>				
7,500	Proceeds from borrowings		1,000	2,400
<i>Payments:</i>				
(854)	Repayment of borrowings		(829)	(625)
6,646	Net cash flows from financing activities		171	1,775
1,782	Net change in cash and cash equivalents		1,503	(6,685)
–	Cash and cash equivalents at beginning of year		5,708	12,393
1,782	Cash and cash equivalents at end of year	C1-1	7,211	5,708
–	plus: Investments on hand at end of year	C1-2	44,000	38,000
1,782	Total cash, cash equivalents and investments		51,211	43,708

The above Statement of Cash Flows should be read in conjunction with the accompanying notes.

Wentworth Shire Council

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Wentworth Shire Council

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A About Council and these financial statements

A1-1 Basis of preparation

These financial statements were authorised for issue by Council on 18 October 2023. Council has the power to amend and reissue these financial statements in cases where critical information is received from public submissions or where the OLG directs Council to amend the financial statements.

The principal accounting policies adopted in the preparation of these financial statements are set out below.

These policies have been consistently applied to all the years presented, unless otherwise stated.

These general purpose financial statements have been prepared in accordance with Australian Accounting Standards and Australian Accounting Interpretations, the *Local Government Act 1993* (Act) and *Local Government (General) Regulation 2021* (Regulation), and the Local Government Code of Accounting Practice and Financial Reporting.

Council is a not-for-profit entity.

The financial statements are presented in Australian dollars and are rounded to the nearest thousand dollars.

Historical cost convention

These financial statements have been prepared under the historical cost convention, as modified by the revaluation of certain infrastructure, property, plant and equipment and investment property.

Significant accounting estimates and judgements

The preparation of financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Council's accounting policies.

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that may have a financial impact on the Council and that are believed to be reasonable under the circumstances.

Natural Disaster - Flooding

Wentworth Shire Council was declared a natural disaster area in November 2022 as a result of extensive flooding through the Murray and Darling River systems. The overall impact on Council assets has been comparatively minor compared to other Councils, however, the event did result in a significant disruption to Council operations with most projects put on hold as either a direct impact of the flood waters or because Council staff were reassigned to flood preparation, clean-up and recovery efforts.

The potential impact of the natural disaster on financial reporting for the year end 30 June 2023 was assessed through an analysis of the following:

- Impairment of assets
- Preparation and Rehabilitation Costs
- Natural Disaster Funding
- Insurance recoveries
- Decommissioning obligations

Current estimates of the expected cost to Council as a result of the flood is still being assessed however, as at 30 June 2023 Council has spent approximately \$3,500,000. Council has received Commonwealth natural disaster funding to offset a significant portion of expenditure incurred. Negotiations are ongoing with various Government departments in regards to being able to recoup as much of the funds expended on flood preparation and recovery expenditure as possible. Despite this Council still expects to be out of pocket by an amount yet to be determined.

The impairment of Council assets included in these accounts is \$2,279,027 with the cost to restore these assets to their pre-flood condition to occur over the 2022-2023 and the 2023-2024 financial years. As at 30 June a number of Council roads were still impacted by flooding. Council officers have not been able to assess these assets, therefore it is anticipated that there may be some further asset impairments recognised in the 2023-2024 financial statements.

There have been no insurance recoveries received in relation to flood impact assets and there have been no asset that have been decommissioned or disposed off.

Council is not aware of any other balance day events which would result in additional disclosures or adjustments to the 30 June 2023 financial results.

Critical accounting estimates and assumptions

Council makes estimates and assumptions concerning the future.

A1-1 Basis of preparation (continued)

The resulting accounting estimates will, by definition, seldom equal the related actual results.

The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year include:

- (i) estimated fair values of infrastructure, property, plant and equipment – refer Note C1-6
- (ii) estimated tip remediation provisions – refer Note C3-5
- (iii) employee benefit provisions – refer Note C3-4

Significant judgements in applying the Council's accounting policies

- (i) Impairment of receivables

Council has made a significant judgement about the impairment of a number of its receivables – refer Note C1-4

- (ii) Tip Remediation Provisions

Council has used significant judgement in determining future Tip Remediation Provisions - refer Note C3-5

Monies and other assets received by Council

The Consolidated Fund

In accordance with the provisions of Section 409(1) of the Local Government Act 1993 (NSW), all money and property received by Council is held in the Council's Consolidated Fund unless it is required to be held in the Council's Trust Fund.

Cash and other assets of the following activities have been included as part of the Consolidated Fund:

- General purpose operations
- Water service
- Sewerage service

The Trust Fund

In accordance with the provisions of Section 411 of the *Local Government Act 1993 (NSW)* (as amended), a separate and distinct Trust Fund is maintained to account for all money and property received by the council in trust which must be applied only for the purposes of, or in accordance with, the trusts relating to those monies.

Trust monies and property subject to Council's control have been included in these reports.

A separate statement of monies held in the Trust Fund is available for inspection at the council office by any person free of charge

Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of associated GST, unless the GST incurred is not recoverable from the taxation authority. In this case it is recognised as part of the cost of acquisition of the asset or as part of the expense.

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the taxation authority is included with other receivables or payables in the Statement of Financial Position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities that are recoverable from, or payable to, the taxation authority, are presented as operating cash flows.

Volunteer services

Council does not rely on volunteer services. Council has not recognised any volunteer services in the income statement as the value is immaterial, cannot be reliably measured and the services would not be purchased if not donated.

New accounting standards and interpretations issued but not yet effective

Certain new accounting standards and interpretations (ie. pronouncements) have been published by the Australian Accounting Standards Board that are not mandatory for the 30 June 2023 reporting period.

Council has elected not to apply any of these pronouncements in these financial statements before their operative dates.

A1-1 Basis of preparation (continued)

Council's assessment of these new standards and interpretations (where they have been deemed as having a material impact on Council's future financial performance, financial position and cash flows) are set out below:

AASB 2020-1 Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current AASB 2020-6 Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current - Deferral of Effective Date

This standard amends AASB 101 Presentation of Financial Statements to clarify requirements for the presentation of liabilities in the statement of financial position as current or non-current.

For example the amendments clarify that a liability is classified as non-current if an entity has the right at the end of the reporting period to defer settlement of a liability for at least 12 months after the reporting period. The meaning of settlement of a liability is also clarified.

Council does not expect any material impact from the above amendments and to its classification of liabilities as current or non-current.

This standard has an effective date for the 30 June 2024 reporting period.

AASB 2021-2 Amendments to Australian Accounting Standards - Disclosure of Accounting Policies and Definition of Accounting Estimates [amends AASB 7, AASB 101, AASB 108, AASB 134 & AASB Practice Statement 2]

This Standard amends a number of standards as follows:

- AASB 7 to clarify that information about measurement bases for financial instruments is expected to be material to an entity's financial statements;
- AASB 101 to require entities to disclose their material accounting policy information rather than their significant accounting policies;
- AASB 108 to clarify how entities should distinguish changes in accounting policies and changes in accounting estimates;
- AASB 134 to identify material accounting policy information as a component of a complete set of financial statements; and
- AASB Practice Statement 2 to provide guidance on how to apply the concept of materiality to accounting policy disclosures.

Council does not expect any material impact from the above amendments. The only impact will be reductions in the quantum of accounting policies disclosures to focus on key decision areas and material policies only.

This standard has an effective date for the 30 June 2024 reporting period.

AASB 2022-5 Amendments to Australian Accounting Standards - Lease Liability in a Sale and Leaseback

This standard amends AASB 16 to add subsequent measurement requirements for sale and leaseback transactions that satisfy the requirements in AASB 15 Revenue from Contracts with Customers to be accounted for as a sale.

AASB 16 already requires a seller-lessee to recognise only the amount of any gain or loss that relates to the rights transferred to the buyer-lessor. The amendments made by this Standard ensures that a similar approach is applied by also requiring a seller-lessor to subsequently measure lease liabilities arising from a leaseback in a way that does not recognise any amount of the gain or loss related to the right of use it retains.

Council does not expect any material impact from the above amendment.

This standard has an effective date for the 30 June 2025 reporting period.

New accounting standards adopted during the year

During the year Council adopted all accounting standards and interpretations (as issued by the Australian Accounting Standards Board) which were mandatorily effective for 30 June 2022. None of these standards had a significant impact on reported position or performance.

B Financial Performance**B1 Functions or activities****B1-1 Functions or activities – income, expenses and assets**

Income, expenses and assets have been directly attributed to the following functions or activities. Details of those functions or activities are provided in Note B1-2.

	Income		Expenses		Operating result		Grants and contributions		Carrying amount of assets	
	2023 \$ '000	2022 \$ '000	2023 \$ '000	2022 \$ '000	2023 \$ '000	2022 \$ '000	2023 \$ '000	2022 \$ '000	2023 \$ '000	2022 \$ '000
Functions or activities										
1. Wentworth Shire is a vibrant, growing and thriving region	1,953	1,045	2,605	1,882	(652)	(837)	1,928	564	4,960	14,192
2. Wentworth Shire is a great place to live	2,405	2,554	3,435	4,115	(1,030)	(1,561)	2,205	2,264	16,120	38,935
3. Wentworth Shire is a community that works to enhance and protect its physical and natural environment	31,528	21,093	22,564	17,024	8,964	4,069	17,954	8,067	535,361	451,402
4. Wentworth Shire is supported by strong and ethical civil leadership with all activities conducted in an open, transparent and inclusive manner	18,692	17,163	4,859	7,457	13,833	9,706	11,530	9,967	59,524	56,635
Other	–	–	–	–	–	–	–	–	(1)	–
Total functions and activities	54,578	41,855	33,463	30,478	21,115	11,377	33,617	20,862	615,964	561,164

B1-2 Components of functions or activities

Details relating to the Council's functions or activities as reported in B1-1 are as follows:

1. Wentworth Shire is a vibrant, growing and thriving Region.

- 1.1 Promote the Shire as an ideal location for investment and the establishment of innovative, sustainable and diversified industries.
- 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination.
- 1.3 High quality connectivity across the region.
- 1.4 Encourage lifelong learning opportunities.
- 1.5 Encourage and support initiatives that improve local employment opportunities.

2. Wentworth Shire is a great place to live.

- 2.1 Continue to create opportunities for inclusion where all people feel welcome and participate in community life.
- 2.2 Work together to solve a range of social and health issues that impact community wellbeing and vulnerable people.
- 2.3 To have a safe community
- 2.4 A well informed, supported and engaged community.
- 2.5 To have a strong sense of place.

3. Wentworth Shire is a community that works to enhance and protect its physical and natural environment.

- 3.1 Ensure our planning decisions and controls enable the community to benefit from development.
- 3.2 Ensure that community assets and public infrastructure are well maintained.
- 3.3 Minimise the impact on the natural environment.
- 3.4 Use and manage our resources wisely.
- 3.5 Infrastructure meets the needs of our growing Shire.

4. Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner.

- 4.1 Consistently engage and consult the whole community to ensure that feedback is captured and considered as part of decision-making and advocating processes.
- 4.2 A strong, responsible and representative government.
- 4.3 An effective and efficient organisation.
- 4.4 Provide strong leadership and work in partnership to strategically plan for the future.
- 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency.

B2 Sources of income

B2-1 Rates and annual charges

	2023 \$ '000	2022 \$ '000
Ordinary rates		
Residential	2,250	2,176
Farmland	1,900	1,843
Business	1,528	1,603
Less: pensioner rebates (mandatory)	(41)	(44)
Less: pensioner rebates (Council policy)	(35)	(34)
Rates levied to ratepayers	5,602	5,544
Pensioner rate subsidies received	41	44
Total ordinary rates	5,643	5,588
Special rates		
Tourism	41	40
Rates levied to ratepayers	41	40
Total special rates	41	40
Annual charges (pursuant to s496, 496A, 496B, 501 & 611)		
Domestic waste management services	879	836
Water supply services	1,384	1,334
Sewerage services	1,852	1,776
Less: pensioner rebates (mandatory)	(53)	(56)
Less: pensioner rebates (Council policy)	(45)	(44)
Annual charges levied	4,017	3,846
Pensioner annual charges subsidies received:		
– Water	18	18
– Sewerage	16	17
– Domestic waste management	20	20
Total annual charges	4,071	3,901
Total rates and annual charges	9,755	9,529

Council has used 2019 year valuations provided by the NSW Valuer General in calculating its rates.

Accounting policy

Rates and annual charges are recognised as revenue at the beginning of the rating period to which they relate. Prepaid rates are recognised as a financial liability until the beginning of the rating period.

Pensioner rebates relate to reductions in rates and certain annual charges for eligible pensioners' place of residence in the local government council area that are not subsidised by the NSW Government.

Pensioner rate subsidies are received from the NSW Government to provide a contribution towards the pensioner rebates and are recognised within the underlying revenue item based on their substance.

B2-2 User charges and fees

	Timing	2023 \$ '000	2022 \$ '000
Specific user charges (per s502 - specific 'actual use' charges)			
Water supply services	2	1,342	1,470
Total specific user charges		1,342	1,470
Other user charges and fees			
(i) Fees and charges – statutory and regulatory functions (per s608)			
Inspection services	2	5	10
Planning and building regulation	2	241	235
Private works – section 67	2	23	7
Regulatory/ statutory fees	2	79	26
Section 10.7 certificates (EP&A Act)	2	64	51
Section 603 certificates	2	30	27
Tapping fees	2	86	53
Total fees and charges – statutory/regulatory		528	409
(ii) Fees and charges – other (incl. general user charges (per s608))			
Aerodrome	2	56	119
Caravan park	2	–	1
Cemeteries	1	116	125
Refuse and effluent disposal	2	–	1
RMS charges (state roads not controlled by Council)	2	2,658	4,239
Waste disposal tipping fees	2	4,080	3,174
Animal control	2	22	14
Other – road opening permits	2	5	10
Other - Water Licence	2	–	38
Total fees and charges – other		6,937	7,721
Total other user charges and fees		7,465	8,130
Total user charges and fees		8,807	9,600
Timing of revenue recognition for user charges and fees			
User charges and fees recognised over time (1)		116	125
User charges and fees recognised at a point in time (2)		8,691	9,475
Total user charges and fees		8,807	9,600

Accounting policy

Revenue arising from user charges and fees is recognised when or as the performance obligation is completed and the customer receives the benefit of the goods / services being provided.

The performance obligation relates to the specific services which are provided to the customers and generally the payment terms are within 30 days of the provision of the service or in some cases such as caravan parks, the customer is required to pay on arrival or a deposit in advance. There is no material obligation for Council in relation to refunds or returns.

Where an upfront fee is charged such as joining fees for the leisure centre the fee is recognised on a straight-line basis over the expected life of the membership.

Licences granted by Council are all either short-term or low value and all revenue from licences is recognised at the time that the licence is granted rather than over the term of the licence.

B2-3 Other revenues

	Timing	2023 \$ '000	2022 \$ '000
Legal fees recovery – other	2	–	593
Commissions and agency fees	2	19	18
Diesel rebate	2	149	112
Insurance claims recoveries	2	84	145
Sales – general	2	1	1
Facilities revenue	2	152	273
Insurance rebates	2	28	35
Rural fire service reimbursements	2	–	11
Sales – miscellaneous	2	15	11
Other – other public works	2	1	–
Other – meter readings	2	8	11
Other	2	95	243
Total other revenue		552	1,453
Timing of revenue recognition for other revenue			
Other revenue recognised over time (1)		–	–
Other revenue recognised at a point in time (2)		552	1,453
Total other revenue		552	1,453

Accounting policy for other revenue

Where the revenue is earned for the provision of specified goods / services under an enforceable contract, revenue is recognised when or as the obligations are satisfied.

Statutory fees and fines are recognised as revenue when the service has been provided, the payment is received or when the penalty has been applied, whichever occurs first.

Other revenue is recorded when the payment is due, the value of the payment is notified, or the payment is received, whichever occurs first.

B2-4 Grants and contributions

	Timing	Operating 2023 \$ '000	Operating 2022 \$ '000	Capital 2023 \$ '000	Capital 2022 \$ '000
General purpose grants and non-developer contributions (untied)					
General purpose (untied)					
Current year allocation					
Financial assistance – general component	2	1,360	2,323	–	–
Financial assistance – local roads component	2	255	1,125	–	–
Payment in advance - future year allocation					
Financial assistance – general component	2	5,190	3,568	–	–
Financial assistance – local roads component	2	2,193	1,734	–	–
Amount recognised as income during current year		8,998	8,750	–	–
Special purpose grants and non-developer contributions (tied)					
Cash contributions					
Water supplies	2	–	–	–	195
Sewerage services	2	–	–	200	–
Bushfire and emergency services	2	254	320	–	–
Child care	2	–	–	7	513
Community services	2	10	3	–	–
Economic development	2	9	328	2,503	278
Employment and training programs	2	29	14	–	–
Heritage and cultural	2	–	–	23	–
Environmental programs	2	–	–	75	4
Library – per capita	2	56	55	–	–
Library	2	–	–	649	375
NSW rural fire services	2	–	–	35	–
Library – special projects	2	–	–	24	24
Noxious weeds	2	37	40	–	–
Recreation and culture	2	–	–	1,142	1,401
Street lighting	2	40	39	–	–
Transport (roads to recovery)	2	1,218	1,278	–	–
Transport (other roads and bridges funding)	2	3,561	55	4,548	2,813
Aerodrome	2	–	–	–	1,370
Caravan Park	2	–	–	671	329
Other specific grants (E-Planning Grant)	2	–	14	–	–
Previously contributions:					
Recreation and culture	2	–	–	–	100
Transport for NSW contributions (regional roads, block grant)	2	1,064	1,251	561	199
Tourism	2	1,248	–	–	–
Sewerage (excl. section 64 contributions)	2	–	–	111	272
Water supplies (excl. section 64 contributions)	2	–	–	111	105
Other contributions	2	–	–	–	2
Total special purpose grants and non-developer contributions – cash		7,526	3,397	10,660	7,980
Non-cash contributions					
Bushfire services	2	–	–	–	551
Dedications – subdivisions (other than by s7.4 and s7.11 – EP&A Act, s64 of the LGA)	2	–	–	5,519	150
Total other contributions – non-cash		–	–	5,519	701
Total special purpose grants and non-developer contributions (tied)		7,526	3,397	16,179	8,681

continued on next page

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B2-4 Grants and contributions (continued)

	Operating 2023 \$ '000	Operating 2022 \$ '000	Capital 2023 \$ '000	Capital 2022 \$ '000
Timing				
Total grants and non-developer contributions	16,524	12,147	16,179	8,681
Comprising:				
– Commonwealth funding	9,027	10,042	2,096	1,730
– State funding	7,497	2,105	8,309	6,380
– Other funding	–	–	5,774	571
	16,524	12,147	16,179	8,681

Developer contributions

	Notes	Timing	Operating 2023 \$ '000	Operating 2022 \$ '000	Capital 2023 \$ '000	Capital 2022 \$ '000
Developer contributions:	G4					
(s7.4 & s7.11 - EP&A Act, s64 of the LGA):						
Cash contributions						
S 7.11 – Development Contributions Plan		2	–	–	171	27
S 64 – water supply contributions		2	–	–	279	–
S 64 – sewerage service contributions		2	–	–	317	–
Service Plan # 2		2	–	–	147	7
Total developer contributions – cash			–	–	914	34
Total developer contributions			–	–	914	34
Total contributions			–	–	914	34
Total grants and contributions			16,524	12,147	17,093	8,715
Timing of revenue recognition for grants and contributions						
Grants and contributions recognised over time (1)			–	–	–	–
Grants and contributions recognised at a point in time (2)			16,524	12,147	17,093	8,715
Total grants and contributions			16,524	12,147	17,093	8,715

B2-4 Grants and contributions (continued)

Unspent grants and contributions

Certain grants and contributions are obtained by Council on the condition they be spent in a specified manner or in a future period but which are not yet spent in accordance with those conditions are as follows:

	Operating 2023 \$ '000	Operating 2022 \$ '000	Capital 2023 \$ '000	Capital 2022 \$ '000
Unspent grants and contributions				
Unspent funds at 1 July	541	1,108	5,861	5,779
Add: Funds recognised as revenue in the reporting year but not yet spent in accordance with the conditions	3,199	—	—	—
Add: capital grants received and transferred to contract liabilities	—	—	7,621	3,248
Less: Funds received in prior year but revenue recognised and funds spent in current year	—	(567)	(4,017)	(3,166)
Unspent funds at 30 June	3,740	541	9,465	5,861

Unexpended Capital Grants Include:

- NSW State Library Infrastructure Grant
- Local Roads and Community Infrastructure Grant Projects
- Fixing Local Roads Grant Projects
- Stronger Country Communities Fund projects
- Crown Land Improvement fund projects
- Resources for Regions Projects
- Pothole Repair Program
- OLG Flood Recovery Grant
- Federal Infrastructure Investment Program (Pooncarie/Menindee Road)
- Regional Leakage Reduction Program
- Regional & Local Roads Repair Program.

Contributions

Unspent funds at 1 July	700	663	—	—
Add: contributions recognised as revenue in the reporting year but not yet spent in accordance with the conditions	283	37	—	—
Unspent contributions at 30 June	983	700	—	—

Unexpended Contributions include Contributions received from developers in relation to:

- Development Contribution Plan; and
- Servicing Plan # 2.

Accounting policy

Grants and contributions - enforceable agreement with sufficiently specific performance obligations

Grants and contribution revenue from an agreement which is enforceable and contains sufficiently specific performance obligations is recognised as or when control of each performance obligations is satisfied.

The performance obligations vary according to the agreement but include:

- Refund in cash or kind is required when the agreed specific performance has not occurred;
- The customer, or another party acting on its behalf, has a right to enforce specific performance or claim damages;
- The customer has the right to take a financial interest in assets purchased or constructed by the entity with resources provided under the agreement;
- The parties to the agreement are required to agree on alternative uses of the resources provided under the agreement; and
- An administrative process exists to enforce agreements between sovereign States or between a State and another party.

B2-4 Grants and contributions (continued)

Payment terms vary depending on the terms of the grant, cash is received upfront for some grants and on the achievement of certain payment milestones for others.

Performance obligations may be satisfied either at a point in time or over time and this is reflected in the revenue recognition pattern. Point in time recognition occurs when the beneficiary obtains control of the goods/services at a single time (e.g. completion of the project when a report/outcome is provided), where as over time recognition is where the control of the services is ongoing throughout the project (e.g. provision of community health services through the year).

Where control is transferred over time, generally the input methods being either costs or time incurred are deemed to be the most appropriate methods to reflect the transfer of benefit.

Capital grants

Capital grants received by Council under an enforceable contract for the acquisition or construction of infrastructure, property, plant and equipment to identified specifications which will be under Council's control on completion are recognised as revenue as and when the obligation to construct or purchase is completed.

For construction projects, this is generally as the construction progresses in accordance with costs incurred since this is deemed to be the most appropriate measure of the completeness of the construction project.

For acquisitions of assets, the revenue is recognised when the asset is acquired and controlled by the Council.

Developer Contributions

Council has obligations to provide facilities from contribution revenues levied on developers under the provisions of sections 7.4, 7.11 and 7.12 of the *Environmental Planning and Assessment Act 1979*.

While Council generally incorporates these amounts as part of a Development Consents Order, such developer contributions are only recognised as income upon receipt by Council, due to the possibility that individual development consents may not be acted upon by the applicant and, accordingly, would not be payable to Council.

Developer contributions may only be expended for the purposes for which the contributions were required, but the Council may apply contributions according to the priorities established in work schedules for the contribution plan.

Other grants and contributions

Assets, including cash, received from other grants and contributions are recognised at fair value when the asset is received. Council considers whether there are any related liability or equity items associated with the asset which are recognised in accordance with the relevant accounting standard.

Once the assets and liabilities have been recognised then income is recognised for any remaining asset value at the time that the asset is received.

B2-5 Interest and investment income

	2023 \$ '000	2022 \$ '000
Interest on financial assets measured at amortised cost		
– Overdue rates and annual charges (incl. special purpose rates)	136	66
– Cash and investments	1,570	214
Total interest and investment income (losses)	1,706	280
Interest and investment income is attributable to:		
Unrestricted investments/financial assets:		
Overdue rates and annual charges (general fund)	136	32
General Council cash and investments	1,080	140
Restricted investments/funds – external:		
Development contributions		
– Section 7.11	20	3
Water fund operations	321	72
Sewerage fund operations	149	33
Total interest and investment income	1,706	280

Accounting policy

Interest income is recognised using the effective interest rate at the date that interest is earned.

B2-6 Other income

	Notes	2023 \$ '000	2022 \$ '000
Reversal of impairment losses on receivables			
Grants and contributions		–	84
Total reversal of impairment losses on receivables	C1-4	–	84
Rental income			
Lease income		38	47
Total rental income	C2-2	38	47
Total other income		38	131

B3 Costs of providing services

B3-1 Employee benefits and on-costs

	2023 \$ '000	2022 \$ '000
Salaries and wages	7,833	7,557
Travel expenses	16	–
Employee leave entitlements (ELE)	1,655	1,514
Superannuation – defined contribution plans	864	791
Superannuation – defined benefit plans	61	96
Workers' compensation insurance	495	385
Fringe benefit tax (FBT)	18	13
Training costs	70	60
Uniforms	49	51
Recruitment	65	11
Total employee costs	11,126	10,478
Less: capitalised costs	(1,162)	(813)
Total employee costs expensed	9,964	9,665

Accounting policy

Employee benefit expenses are recorded when the service has been provided by the employee.

All employees of the Council are entitled to benefits on retirement, disability or death. Council contributes to various defined benefit plans and defined contribution plans on behalf of its employees.

Contributions to defined contribution plans are recognised as an expense as they become payable. Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in the future payments is available.

Council participates in a defined benefit plan under the Local Government Superannuation Scheme, however, sufficient information to account for the plan as a defined benefit is not available and therefore Council accounts for its obligations to defined benefit plans on the same basis as its obligations to defined contribution plans, i.e. as an expense when it becomes payable – refer to Note E3-1 for more information.

B3-2 Materials and services

	Notes	2023 \$ '000	2022 \$ '000
Raw materials and consumables		3,549	3,066
Contractor costs		6,091	5,169
Audit Fees ¹	F2-1	70	60
Councillor and Mayoral fees and associated expenses	F1-2	216	200
Advertising		33	18
Bank charges		41	47
Cleaning		112	153
Election expenses		7	79
Electricity and heating		622	563
Fire control expenses		39	45
Insurance		670	615
Office expenses (including computer expenses)		349	297
Postage		28	22
Printing and stationery		48	42
Street lighting		156	119
Subscriptions and publications		98	176
Telephone and communications		58	91
Tourism expenses (excluding employee costs)		658	292
Valuation fees		37	45
Travel expenses		12	8
Training costs (other than salaries and wages)		128	88
Other expenses		5	1
Legal expenses:			
– Legal expenses: debt recovery		53	23
– Legal expenses: other		38	16
Total materials and services		13,118	11,235
Total materials and services		13,118	11,235

Accounting policy

Expenses are recorded on an accruals basis as the Council receives the goods or services.

(1) Refer to note F2-1 for further information

B3-3 Borrowing costs

	Notes	2023 \$ '000	2022 \$ '000
(i) Interest bearing liability costs			
Interest on loans		221	199
Total interest bearing liability costs		221	199
Total interest bearing liability costs expensed		221	199
(ii) Other borrowing costs			
– Landfill Remediation Liability	C3-5	122	117
Total borrowing costs expensed		343	316

Accounting policy

Borrowing costs incurred for the construction of any qualifying asset are capitalised during the period of time that is required to complete and prepare the asset for its intended use or sale. Other borrowing costs are expensed as incurred.

B3-4 Depreciation, amortisation and impairment of non-financial assets

	Notes	2023 \$ '000	2022 \$ '000
Depreciation and amortisation			
Plant and equipment		1,132	1,292
Office equipment		100	68
Furniture and fittings		3	4
Land improvements (depreciable)		481	289
Infrastructure:	C1-6		
– Buildings		1,049	921
– Roads		3,748	3,459
– Other structures		269	220
– Bridges		92	85
– Footpaths		80	62
– Stormwater drainage		225	225
– Water supply network		935	710
– Sewerage network		778	768
– Swimming pools		71	60
– Other open space/recreational assets		86	57
– Other infrastructure		171	154
Other assets:			
– Library books		22	25
Reinstatement, rehabilitation and restoration assets:			
– Tip assets	C1-6	67	66
Total gross depreciation and amortisation costs		9,309	8,465
Total depreciation and amortisation costs		9,309	8,465
Impairment / revaluation decrement of IPPE			
Infrastructure:	C1-6		
– Buildings		94	–
– Roads		1,963	–
– Other open space/recreational assets		222	–
Total gross IPPE impairment / revaluation decrement costs		2,279	–
Amounts taken through revaluation reserve	C1-6	(2,279)	–
Total IPPE impairment / revaluation decrement costs charged to Income Statement		–	–
Total depreciation, amortisation and impairment for non-financial assets		9,309	8,465

Depreciation and amortisation

Depreciation and amortisation are calculated using the straight line method to allocate their cost, net of their residual values, over their estimated useful lives.

Impairment of non-financial assets

Council assets held at fair value that are not held primarily for their ability to generate net cash flow, and that are deemed to be specialised, are not tested for impairment since these assets are assessed on an annual basis to ensure that the carrying amount is not materially different from fair value and therefore an impairment loss would be captured during this assessment.

Intangible assets not yet available for use, are tested annually for impairment, or more frequently if events or changes in circumstances indicate that they might be impaired.

Other non-financial assets that do not meet the criteria above are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use.

For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows that are largely independent of the cash inflows from other assets or groups of assets (cash-generating units).

B3-4 Depreciation, amortisation and impairment of non-financial assets (continued)

Impairment losses for revalued assets are firstly offset against the amount in the revaluation surplus for the class of asset, with only the excess to be recognised in the Income Statement.

B3-5 Other expenses

	Notes	2023 \$ '000	2022 \$ '000
Impairment of receivables			
Other		8	10
Total impairment of receivables	C1-4	8	10
Other			
Contributions/levies to other levels of government			
– Emergency services levy (includes FRNSW, SES, and RFS levies)		19	10
– Fire & Rescue NSW levy		30	26
– NSW rural fire service levy		393	294
Donations, contributions and assistance to other organisations (Section 356)		201	184
Total other		643	514
Total other expenses		651	524

Accounting policy

Other expenses are recorded on an accruals basis when Council has an obligation for the expenses.

Impairment expenses are recognised when identified.

B4 Gains or losses**B4-1 Gain or loss from the disposal, replacement and de-recognition of assets**

	Notes	2023 \$ '000	2022 \$ '000
Gain (or loss) on disposal of property (excl. investment property)			
Proceeds from disposal – property		–	–
Less: carrying amount of property assets sold/written off		–	(59)
Gain (or loss) on disposal		–	(59)
Gain (or loss) on disposal of plant and equipment			
	C1-6		
Proceeds from disposal – plant and equipment		164	272
Less: carrying amount of plant and equipment assets sold/written off		(60)	(74)
Gain (or loss) on disposal		104	198
Gain (or loss) on disposal of infrastructure			
	C1-6		
Proceeds from disposal – infrastructure		–	–
Less: carrying amount of infrastructure assets sold/written off		(1)	(217)
Gain (or loss) on disposal		(1)	(217)
Gain (or loss) on disposal of investments			
	C1-2		
Proceeds from disposal/redemptions/maturities – investments		36,000	47,000
Less: carrying amount of investments sold/redeemed/matured		(36,000)	(47,000)
Gain (or loss) on disposal		–	–
Net gain (or loss) from disposal of assets		103	(78)

Accounting policy

Gains and losses on disposals are determined by comparing proceeds with carrying amount. The gain or loss on sale of an asset is determined when control of the asset has irrevocably passed to the buyer and the asset is de-recognised.

B5 Performance against budget

B5-1 Material budget variations

Council's original budget was adopted by the Council on 29 June 2022 and is not required to be audited. The original projections on which the budget was based have been affected by a number of factors. These include state and federal government decisions, including new grant programs, changing economic activity, environmental factors, and by decisions made by Council.

While these General Purpose Financial Statements include the original budget adopted by Council, the Act requires Council to review its financial budget on a quarterly basis, so it is able to manage the variation between actuals and budget that invariably occur during the year.

Material variations of more than 10% between original budget and actual results or where the variance is considered material by nature are explained below.

Variation Key: **F** = Favourable budget variation, **U** = Unfavourable budget variation.

\$ '000	2023 Budget	2023 Actual	2023 ----- Variance -----		
Revenues					
Rates and annual charges	10,098	9,755	(343)	(3)%	U
User charges and fees	6,331	8,807	2,476	39%	F
Variation is due to the higher than expected revenue received from the Buronga Landfill.					
Other revenues	1,188	552	(636)	(54)%	U
Other Revenue is always variable in nature.					
Operating grants and contributions	9,901	16,524	6,623	67%	F
Variation is due to an additional 25% payment of the 23/24 Financial Assistance Grant. Council also received 100% advance payment of the Regional & Local Roads Repair Program, a fair portion of which will be spent on maintenance work therefore the revenue has been recorded in this financial year even though the majority of the expenditure will be in the 23/24 financial year.					
Capital grants and contributions	20,181	17,093	(3,088)	(15)%	U
Capital works projects were delayed due to flooding or flood related works resulting in less work being completed during the year than anticipating resulting in Council being unable to claim as much revenue as expected.					
Interest and investment revenue	239	1,706	1,467	614%	F
The cash rate increased from 0.85% to 4.10% during the course of the financial year. Combined with the significant increase in cash during the year resulted in Council's investment revenue being significantly higher than expected.					
Net gains from disposal of assets	100	103	3	3%	F
Other income	40	38	(2)	(5)%	U

B5-1 Material budget variations (continued)

\$ '000	2023 Budget	2023 Actual	2023 ----- Variance -----		
Expenses					
Employee benefits and on-costs	10,745	9,964	781	7%	F
Materials and services	6,903	13,118	(6,215)	(90)%	U
Council has incurred a significant amount of pre and post flood expenditure that was not budgeted for.					
Borrowing costs	391	343	48	12%	F
Borrowing costs were under budget for the year due Council not being required to draw down in some loans during the year.					
Depreciation, amortisation and impairment of non-financial assets	8,025	9,309	(1,284)	(16)%	U
There is a timing difference between when the budget for 2022-2023 was set compared to the actual figure booked at 30 June. Depreciation expenses continues to grow due to ongoing revaluation increases.					
Other expenses	641	651	(10)	(2)%	U
Joint ventures and associates – net losses	–	78	(78)	∞	U
This expense represents Council's share of the decrease in equity of the Joint Organisation for the year. This is a requirement of Accounting standard AASB11 - Joint Arrangements and will always be a post 30 June adjustment.					

Statement of cash flows

Cash flows from operating activities	31,983	27,707	(4,276)	(13)%	U
Cash receipts from operating activities were \$6,302,000 more than expected while cash payments from operating activities were \$10,872 more than expected. The negative balance was mainly attributed to the flood preparation and recovery costs that Council incurred during the year.					
Cash flows from investing activities	(36,847)	(26,375)	10,472	(28)%	F
Payments for IPPE was less than budgeted for due to projects being delay because of flooding.					
Cash flows from financing activities	6,646	171	(6,475)	(97)%	U
Council was only required to draw down a \$1,000,000 in borrowing for the year compared to a budgeted amount of \$7,500,000.					

C Financial position

C1 Assets we manage

C1-1 Cash and cash equivalents

	2023 \$ '000	2022 \$ '000
Cash assets		
Cash on hand and at bank	5,092	2,680
Cash equivalent assets		
– Deposits at call	2,119	3,028
Total cash and cash equivalents	7,211	5,708

Reconciliation of cash and cash equivalents

Total cash and cash equivalents per Statement of Financial Position	7,211	5,708
Balance as per the Statement of Cash Flows	7,211	5,708

Accounting policy

For Statement of Cash Flow presentation purposes, cash and cash equivalents include: cash on hand; deposits held at call with financial institutions; other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value; and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the Statement of Financial Position.

C1-2 Financial investments

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Debt securities at amortised cost				
Long term deposits	44,000	–	38,000	–
Total	44,000	–	38,000	–
Total financial investments	44,000	–	38,000	–
Total cash assets, cash equivalents and investments	51,211	–	43,708	–

Financial instruments are recognised initially on the date that the Council becomes party to the contractual provisions of the instrument.

On initial recognition, all financial instruments are measured at fair value plus transaction costs (except for instruments measured at fair value through profit or loss where transaction costs are expensed as incurred).

Financial assets

All recognised financial assets are subsequently measured in their entirety at either amortised cost or fair value, depending on the classification of the financial assets.

Classification

On initial recognition, Council classifies its financial assets into the following categories – those measured at:

- amortised cost
- fair value through profit and loss (FVTPL)
- fair value through other comprehensive income – equity instrument (FVOCI-equity)

Financial assets are not reclassified subsequent to their initial recognition.

Amortised cost

Council's financial assets measured at amortised cost comprise trade and other receivables, term deposits and cash and cash equivalents in the Statement of Financial Position. Term deposits with an initial term of more than 3 months are classified as investments rather than cash and cash equivalents.

Subsequent to initial recognition, these assets are carried at amortised cost using the effective interest rate method less provision for impairment.

Interest income, impairment and gains or loss on de-recognition are recognised in profit or loss.

C1-3 Restricted and allocated cash, cash equivalents and investments

	2023 \$ '000	2022 \$ '000
(a) Externally restricted cash, cash equivalents and investments		
Total cash, cash equivalents and investments	51,211	43,708
Less: Externally restricted cash, cash equivalents and investments	(31,307)	(23,096)
Cash, cash equivalents and investments not subject to external restrictions	19,904	20,612
External restrictions		
External restrictions – included in liabilities		
External restrictions included in cash, cash equivalents and investments above comprise:		
Specific purpose unexpended grants – Contract Liabilities	9,465	5,861
External restrictions – included in liabilities	9,465	5,861
External restrictions – other		
External restrictions included in cash, cash equivalents and investments above comprise:		
Developer contributions – general	1,038	700
Specific purpose unexpended grants (recognised as revenue) – general fund	3,740	541
Water fund	11,162	10,456
Sewer fund	5,154	4,210
Council reserves – caravan park	214	219
Other - T-Corp Loan Balance	534	1,109
External restrictions – other	21,842	17,235
Total external restrictions	31,307	23,096

Cash, cash equivalents and investments subject to external restrictions are those which are only available for specific use by Council due to a restriction placed by legislation or third-party contractual agreement.

	2023 \$ '000	2022 \$ '000
--	-----------------	-----------------

(b) Internal allocations

Cash, cash equivalents and investments not subject to external restrictions	19,904	20,612
Less: Internally restricted cash, cash equivalents and investments	(15,897)	(14,089)
Unrestricted and unallocated cash, cash equivalents and investments	4,007	6,523
Internal allocations		
At 30 June, Council has internally allocated funds to the following:		
Plant and vehicle replacement	1,500	1,500
Employees leave entitlement	2,308	2,294
Deposits, retentions and bonds	759	823
Capital projects	1,000	1,000
FAG received in advance	7,383	5,302
Future development	1,076	1,076
Loan guarantee	–	4
Other doubtful debts provision	48	40
Cemeteries Deposits	547	550
Caravan Park Loan	1,276	1,500
Total internal allocations	15,897	14,089

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C1-3 Restricted and allocated cash, cash equivalents and investments (continued)

Cash, cash equivalents and investments not subject to external restrictions may be internally allocated by resolution or policy of the elected Council.

	2023 \$ '000	2022 \$ '000
(c) Unrestricted and unallocated		
Unrestricted and unallocated cash, cash equivalents and investments	4,007	6,523

C1-4 Receivables

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Rates and annual charges	1,073	—	1,163	—
Interest and extra charges	321	—	243	—
User charges and fees	1,559	—	1,449	—
Accrued revenues				
– Interest on investments	741	—	108	—
Government grants and subsidies	1,811	—	769	—
Net GST receivable	314	—	206	—
Other debtors - Legal Costs	—	—	593	—
Total	5,819	—	4,531	—
Less: provision for impairment				
Other debtors	(48)	—	(40)	—
Total provision for impairment – receivables	(48)	—	(40)	—
Total net receivables	5,771	—	4,491	—
Externally restricted receivables				
Water supply				
– Rates and availability charges	498	—	530	—
– Other	628	—	670	—
Sewerage services				
– Rates and availability charges	288	—	288	—
– Other	91	—	66	—
Total external restrictions	1,505	—	1,554	—
Unrestricted receivables	4,266	—	2,937	—
Total net receivables	5,771	—	4,491	—

	2023 \$ '000	2022 \$ '000
Movement in provision for impairment of receivables		
Balance at the beginning of the year	40	125
+ new provisions recognised during the year	8	—
– previous impairment losses reversed	—	(85)
Balance at the end of the year	48	40

Accounting policy

Receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method, less provision for impairment. Receivables are generally due for settlement within 30 days.

Impairment

Impairment of financial assets measured at amortised cost is recognised on an expected credit loss (ECL) basis.

When estimating ECL, the Council considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis based on Council's historical experience and informed credit assessment, and including forward-looking information.

Council uses the simplified approach to trade receivables when the expected lifetime credit losses are recognised on day 1.

When considering the ECL for rates and annual charges debtors, Council takes into account that unpaid rates represent a charge against the rateable property that will be recovered when the property is next sold.

C1-4 Receivables (continued)

For non-rates debtors, Council uses the presumption that an asset which is more than 30 days past due has seen a significant increase in credit risk.

Credit losses are measured as the present value of the difference between the cash flows due to the entity in accordance with the contract, and the cash flows expected to be received. This is applied using a probability weighted approach.

Council writes off a trade receivable when there is information indicating that the debtor is in severe financial difficulty and there is no realistic prospect of recovery, e.g. when the debtor has been placed under liquidation or has entered into bankruptcy proceedings, or when the receivables are over 2 years past due, whichever occurs first.

None of the receivables that have been written off are subject to enforcement activity.

Where the Council renegotiates the terms of receivables due from certain customers, the new expected cash flows are discounted at the original effective interest rate and any resulting difference to the carrying value is recognised in profit or loss.

C1-5 Inventories

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Inventories at cost				
Stores and materials	248	—	224	—
Total inventories at cost	248	—	224	—
Total inventories	248	—	224	—

Accounting policy**Raw materials and stores, work in progress and finished goods**

Raw materials and stores, work in progress and finished goods are stated at the lower of cost and net realisable value. Costs are assigned to individual items of inventory on the basis of weighted average costs. Costs of purchased inventory are determined after deducting rebates and discounts. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

C1-6 Infrastructure, property, plant and equipment

	Asset movements during the reporting period										At 30 June 2023			
	At 1 July 2022			Impairment loss / revaluation decrements (recognised in equity)										
	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount	Additions renewals ¹	Additions new assets	Carrying value of disposals	Depreciation expense	Revaluation decrements (recognised in equity)	WIP transfers	Revaluation decrements to equity (ARR)	Revaluation increments to equity (ARR)	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount
	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000
By aggregated asset class														
Capital work in progress	10,357	–	10,357	11,931	–	(1)	–	–	(5,201)	–	–	17,086	–	17,086
Plant and equipment	24,997	(16,291)	8,706	1,768	–	(60)	(1,132)	–	–	–	–	25,864	(16,582)	9,282
Office equipment	759	(177)	582	173	–	–	(100)	–	–	–	–	932	(277)	655
Furniture and fittings	94	(78)	16	9	–	–	(3)	–	–	–	–	102	(80)	22
Land:														
– Operational land	4,057	–	4,057	–	–	–	–	–	–	–	5,794	9,851	–	9,851
– Community land	7,228	–	7,228	–	–	–	–	–	–	–	2,583	9,811	–	9,811
– Land under roads (post 30/6/08)	422	–	422	–	534	–	–	–	–	–	303	1,259	–	1,259
Land improvements – depreciable	16,466	(5,531)	10,935	356	485	–	(481)	–	345	(17)	–	16,529	(4,906)	11,623
Infrastructure:														
– Buildings	85,583	(45,696)	39,887	183	640	–	(1,049)	(94)	720	(3,883)	–	81,553	(45,149)	36,404
– Other structures	7,189	(2,609)	4,580	44	8	–	(269)	–	225	(51)	–	7,086	(2,549)	4,537
– Roads	218,719	(113,055)	105,664	4,236	2,095	–	(3,748)	(1,963)	638	–	6,015	238,606	(125,669)	112,937
– Bridges	13,997	(6,476)	7,521	–	–	–	(92)	–	–	–	439	14,824	(6,956)	7,868
– Footpaths	7,635	(3,718)	3,917	–	235	–	(80)	–	–	–	227	8,322	(4,023)	4,299
– Bulk earthworks (non-depreciable)	211,767	–	211,767	–	82	–	–	–	–	–	12,524	224,373	–	224,373
– Stormwater drainage	27,191	(11,623)	15,568	90	1,913	–	(225)	–	525	–	1,183	31,815	(12,761)	19,054
– Water supply network	69,788	(32,419)	37,369	7	920	–	(935)	–	45	–	2,809	76,140	(35,925)	40,215
– Sewerage network	44,872	(19,415)	25,457	291	613	–	(778)	–	2,635	–	1,905	51,871	(21,748)	30,123
– Swimming pools	3,651	(1,705)	1,946	53	–	–	(71)	–	68	(86)	–	3,335	(1,425)	1,910
– Other open space/recreational assets	1,093	(590)	503	–	–	–	(86)	(222)	–	–	393	1,422	(834)	588
– Other infrastructure	15,087	(3,442)	11,645	71	–	–	(171)	–	–	–	820	16,236	(3,871)	12,365
Other assets:														
– Library books	279	(116)	163	35	–	–	(22)	–	–	–	–	314	(138)	176
Reinstatement, rehabilitation and restoration assets (refer Note C3-5):														
– Tip assets	3,339	(228)	3,111	–	–	–	(67)	–	–	–	–	3,338	(294)	3,044
Total infrastructure, property, plant and equipment	774,570	(263,169)	511,401	19,247	7,525	(61)	(9,309)	(2,279)	–	(4,037)	34,995	840,669	(283,187)	557,482

(1) Renewals are defined as the replacement of existing assets (as opposed to the acquisition of new assets).

Wentworth Shire Council | Notes to the Financial Statements 30 June 2023

C1-6 Infrastructure, property, plant and equipment (continued)

	At 1 July 2021				Asset movements during the reporting period				At 30 June 2022			
	Gross carrying amount	Accumulated depreciation and impairment	Net carrying amount		Additions	Carrying value of disposals	Depreciation expense	WIP transfers	Revaluation decrements to equity (ARR)	Revaluation increments to equity (ARR)	Gross carrying amount	Accumulated depreciation and impairment
	\$ '000	\$ '000	\$ '000		\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000
By aggregated asset class												
Capital work in progress	22,099	–	22,099		5,251	–	–	(16,776)	–	–	10,357	–
Plant and equipment	23,440	(15,467)	7,973		2,047	(74)	(1,292)	52	–	–	24,997	(16,291)
Office equipment	555	(109)	446		38	–	(68)	–	–	–	759	(177)
Furniture and fittings	85	(74)	11		9	–	(4)	–	–	–	94	(78)
Land:												
– Operational land	4,057	–	4,057		–	–	–	–	–	–	4,057	–
– Community land	7,287	–	7,287		–	(59)	–	–	–	–	7,228	–
– Land under roads (post 30/6/08)	422	–	422		–	–	–	–	–	–	422	–
Land improvements – depreciable	9,563	(4,504)	5,059		1,459	–	(289)	3,877	–	829	16,466	(5,531)
Infrastructure:												
– Buildings	72,601	(38,185)	34,416		33	–	(921)	369	–	5,940	85,583	(45,696)
– Other structures	5,533	(2,052)	3,481		–	–	(220)	199	–	570	7,189	(2,609)
– Roads	193,125	(104,273)	88,852		5,420	–	(3,459)	4,985	–	9,605	218,719	(113,055)
– Bridges	12,632	(5,768)	6,864		–	–	(85)	–	–	742	13,997	(6,476)
– Footpaths	6,488	(3,300)	3,188		–	–	(62)	120	–	345	7,635	(3,718)
– Bulk earthworks (non-depreciable)	190,626	–	190,626		–	–	–	626	–	20,515	211,767	–
– Stormwater drainage	25,198	(9,977)	15,221		65	–	(225)	651	(181)	–	27,191	(11,623)
– Water supply network	58,394	(27,722)	30,672		22	–	(710)	3,362	–	3,968	69,788	(32,419)
– Sewerage network	47,306	(28,953)	18,353		103	–	(768)	2,188	–	5,518	44,872	(19,415)
– Swimming pools	3,137	(1,413)	1,724		–	–	(60)	–	–	282	3,651	(1,705)
– Other open space/recreational assets	662	(473)	189		–	–	(57)	347	–	24	1,093	(590)
– Other infrastructure	13,386	(2,900)	10,486		–	–	(154)	–	–	1,313	15,087	(3,442)
Other assets:												
– Library books	235	(91)	144		–	–	(25)	–	–	–	279	(116)
Reinstatement, rehabilitation and restoration assets (refer Note C3-5):												
– Tip assets	3,339	(162)	3,177		–	–	(66)	–	–	–	3,339	(228)
Total infrastructure, property, plant and equipment	700,170	(245,423)	454,747		14,447	(350)	(8,465)	–	(181)	49,651	774,570	(263,169)

(1) Renewals are defined as the replacement of existing assets (as opposed to the acquisition of new assets).

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C1-6 Infrastructure, property, plant and equipment (continued)

Accounting policy

Initial recognition of infrastructure, property, plant and equipment (IPPE)

IPPE is measured initially at cost. Costs includes the fair value of the consideration given to acquire the asset (net of discounts and rebates) and any directly attributable cost of bringing the asset to working condition for its intended use (inclusive of import duties and taxes).

When infrastructure, property, plant and equipment are acquired by Council at significantly below fair value, the assets are initially recognised at their fair value at acquisition date.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to Council and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the Income Statement during the financial period in which they are incurred.

Useful lives of IPPE

Land is not depreciated. Depreciation on other assets is calculated using the straight-line method to allocate their cost, net of their residual values, over their estimated useful lives as follows:

Plant and equipment	Years	Other equipment	Years
Office equipment	5 to 10	Playground equipment	5 to 15
Office furniture	10 to 20	Benches, seats etc.	10 to 20
Computer equipment	4		
Vehicles	5 to 8	Buildings	
Heavy plant/road making equipment	5 to 8	Buildings: masonry	50 to 100
Other plant and equipment	5 to 15	Buildings: other	20 to 40
		Stormwater assets	
Water and sewer assets		Drains	80 to 100
Dams and reservoirs	80 to 100	Culverts	50 to 80
Bores	20 to 40	Flood control structures	80 to 100
Reticulation pipes: PVC	70 to 80		
Reticulation pipes: other	25 to 75		
Pumps and telemetry	15 to 20		
		Other infrastructure assets	
Transportation assets		Swimming pools	50
Sealed roads: surface	20	Unsealed roads	20
Sealed roads: structure	50	Other open space/recreational assets	20
Unsealed roads	20	Other infrastructure	20
Bridge: concrete	100		
Bridge: other	50		
Road pavements	60		
Kerb, gutter and footpaths	40		

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each reporting date.

Revaluation model

Infrastructure, property, plant and equipment are held at fair value. Comprehensive valuations are performed at least every 5 years, however the carrying amount of assets is assessed by Council at each reporting date to confirm that it is not materially different from current fair value.

Water and sewerage network assets are indexed at each reporting period in accordance with the Rates Reference Manual issued by Department of Planning, Industry and Environment - Water.

Increases in the carrying amount arising on revaluation are credited to the IPPE revaluation reserve. To the extent that the increase reverses a decrease previously recognising profit or loss relating to that asset class, the increase is first recognised as profit or loss. Decreases that reverse previous increases of assets in the same class are first charged against the IPPE revaluation reserve to the extent of the remaining reserve attributable to the class; all other decreases are charged to the Income Statement.

Land under roads

Land under roads is land under roadways and road reserves including land under footpaths, nature strips and median strips.

C1-6 Infrastructure, property, plant and equipment (continued)

Council has elected not to recognise land under roads acquired before 1 July 2008. Land under roads acquired after 1 July 2008 is recognised in accordance with the IPPE accounting policy.

Crown reserves

Crown reserves under Council's care and control are recognised as assets of the Council. While ownership of the reserves remains with the Crown, Council retains operational control of the reserves and is responsible for their maintenance and use in accordance with the specific purposes to which the reserves are dedicated.

Improvements on Crown reserves are also recorded as assets, while maintenance costs incurred by Council and revenues relating to the reserves are recognised within Council's Income Statement.

Rural Fire Service assets

Under Section 119 of the *Rural Fire Services Act 1997 (NSW)*, "all firefighting equipment purchased or constructed wholly or from money to the credit of the Fund is to be vested in the council of the area for or on behalf of which the firefighting equipment has been purchased or constructed".

These Rural Fire Service assets are recognised as assets of the Council in these financial statements.

Externally restricted infrastructure, property, plant and equipment

	as at 30/06/23			as at 30/06/22		
	Gross carrying amount \$ '000	Accumulated depn. and impairment \$ '000	Net carrying amount \$ '000	Gross carrying amount \$ '000	Accumulated depn. and impairment \$ '000	Net carrying amount \$ '000
Water supply						
WIP	2,047	–	2,047	1,107	–	1,107
Plant and equipment	43	21	22	43	18	25
Infrastructure	76,140	35,925	40,215	69,788	32,419	37,369
Total water supply	78,230	35,946	42,284	70,938	32,437	38,501
Sewerage services						
WIP	1,397	–	1,397	3,428	–	3,428
Land						
– Improvements – depreciable	33	16	17	13	8	5
Infrastructure	51,871	21,748	30,123	44,872	19,415	25,457
Total sewerage services	53,301	21,764	31,537	48,313	19,423	28,890
Total restricted infrastructure, property, plant and equipment	131,531	57,710	73,821	119,251	51,860	67,391

Infrastructure, property, plant and equipment – current year impairments

	2023 \$ '000	2022 \$ '000
(iii) Impairment losses recognised direct to equity (ARR):		
– Details of each impaired asset incl. circumstances of impairment	–	–
Impairment of Buildings due to flooding	(94)	–
Impairment of Playgrounds due to flooding	(222)	–
Impairment of Roads due to flooding	(1,963)	–
Total impairment losses	(2,279)	–
Impairment of assets – direct to equity (ARR)	(2,279)	–

C1-7 Intangible assets

Intangible assets are as follows:

	2023 \$ '000	2022 \$ '000
Goodwill		
Opening values at 1 July		
Gross book value	184	184
Net book value – opening balance	184	184
Closing values at 30 June		
Gross book value	184	184
Total Goodwill – net book value	184	184
Total intangible assets – net book value	184	184

Accounting policy

Intangible Assets

An intangible asset is an identifiable, non-monetary asset without physical substance. The identifiable criterion is met when the intangible asset is separable (ie it can be sold, transferred or licenced), or where it arises from contractual or other legal rights.

Acquired intangible assets

Intangible assets are measured initially at cost. Cost includes (a) the fair value of the consideration given to acquiring the asset; and (b) any costs directly attributable to the transaction, such as relevant professional fees or taxes.

Subsequent measurement

Intangible assets with definite useful lives are considered for impairment where there is an indication that the asset has been impaired. Intangible assets with indefinite useful lives should be tested annually for impairment, as well as whenever there is an indication of impairment.

C1-8 Other

Other assets

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Prepayments	201	–	211	–
Total other assets	201	–	211	–

C2 Leasing activities

C2-1 Council as a lessee

Council currently has no leases in place.

Leases at significantly below market value – concessionary / peppercorn leases

Council has no leases that are significantly below market value.

C2-2 Council as a lessor

Operating leases

Council leases out a number of properties and /or plant and equipment to community groups; these leases have been classified as operating leases for financial reporting purposes and the assets are included as IPP&E in the Statement of Financial Position.

The amounts recognised in the Income Statement relating to operating leases where Council is a lessor are shown below:

	2023 \$ '000	2022 \$ '000
Lease income (excluding variable lease payments not dependent on an index or rate)	38	47
Total income relating to operating leases for investment property assets	38	47

(iii) Maturity analysis of undiscounted lease payments to be received after reporting date for all operating leases:

Maturity analysis of future lease income receivable showing the undiscounted lease payments to be received after reporting date for operating leases:

< 1 year	100	100
1–2 years	102	102
2–3 years	104	104
3–4 years	106	106
4–5 years	108	108
> 5 years	570	570
Total undiscounted lease payments to be received	1,090	1,090

Accounting policy

When Council is a lessor, the lease is classified as either an operating or finance lease at inception date, based on whether substantially all of the risks and rewards incidental to ownership of the asset have been transferred to the lessee. If the risks and rewards have been transferred then the lease is classified as a finance lease, otherwise it is an operating lease.

When Council has a sub-lease over an asset and is the intermediate lessor then the head lease and sub-lease are accounted for separately. The classification of the sub-lease is based on the right-of-use asset which arises from the head lease rather than the useful life of the underlying asset.

If the lease contains lease and non-lease components then the non-lease components are accounted for in accordance with AASB 15 *Revenue from Contracts with Customers*.

The lease income is recognised on a straight-line basis over the lease term.

C3 Liabilities of Council

C3-1 Payables

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Accrued expenses:				
– Borrowings	9	–	10	–
– Salaries and wages	178	–	144	–
– Other expenditure accruals	2,411	–	1,308	–
Trust account – money held in trust	759	–	823	–
Prepaid rates	418	–	390	–
Total payables	3,775	–	2,675	–

Payables relating to restricted assets

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Externally restricted assets				
Sewer	40	–	–	–
Total payables relating to restricted assets	40	–	–	–
Total payables	3,775	–	2,675	–

Accounting policy

Council measures all financial liabilities initially at fair value less transaction costs, subsequently financial liabilities are measured at amortised cost using the effective interest rate method.

Payables

Payables represent liabilities for goods and services provided to Council prior to the end of financial year that are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition.

C3-2 Contract Liabilities

		2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
	Notes				
Grants and contributions received in advance:					
Unexpended capital grants (to construct Council controlled assets)	(i)	9,465	—	5,861	—
Total grants received in advance		9,465	—	5,861	—
User fees and charges received in advance:					
Other - Cemeteries Deposits	(ii)	547	—	550	—
Total user fees and charges received in advance		547	—	550	—
Total contract liabilities		10,012	—	6,411	—

Notes

(i) Council has received funding to construct assets including sporting facilities, bridges, library and other infrastructure. The funds received are under an enforceable contract which require Council to construct an identified asset which will be under Council's control on completion. The revenue is recognised as Council constructs the asset and the contract liability reflects the funding received which cannot yet be recognised as revenue. The revenue is expected to be recognised in the next 12 months.

(ii) Council has received funds for Cemeteries Reservations prior to the satisfaction of the performance obligations.

Contract liabilities relating to restricted assets

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Unspent grants held as contract liabilities (excl. Water & Sewer)	9,465	—	5,861	—
Contract liabilities relating to externally restricted assets	9,465	—	5,861	—
Cemeteries Deposits	547	—	550	—
Contract liabilities relating to internally restricted assets	547	—	550	—
Total contract liabilities relating to restricted assets	10,012	—	6,411	—
Total contract liabilities	10,012	—	6,411	—

Significant changes in contract liabilities

Council has received significant grant funding in advance from the following funding programs:

- Crown Reserves Improvement Fund
- NSW Fixing Local Roads
- Local Roads and Community Infrastructure
- Stronger Country Communities Fund Round
- Resources for Regions
- Pothole Repair Program
- Local and Regional Roads Repair Program
- Office of Local Government (Natural Disaster Funding)
- Transport for NSW (Natural Disaster Funding)
- Transport for NSW (Pooncarie/Menindee Road Upgrade)

C3-2 Contract Liabilities (continued)

Accounting policy

Contract liabilities are recorded when consideration is received from a customer / fund provider prior to Council transferring a good or service to the customer, Council presents the funds which exceed revenue recognised as a contract liability.

C3-3 Borrowings

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Loans – secured ¹	956	7,011	780	7,016
Total borrowings	956	7,011	780	7,016

(1) Loans are secured over the general rating income of Council.

Disclosures on liability interest rate risk exposures, fair value disclosures and security can be found in Note 18.

Borrowings relating to restricted assets

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Externally restricted assets				
Sewer	72	539	70	611
Borrowings relating to externally restricted assets	72	539	70	611
Total borrowings relating to restricted assets	72	539	70	611
Total borrowings relating to unrestricted assets	884	6,472	710	6,405
Total borrowings	956	7,011	780	7,016

C3-3 Borrowings (continued)

(a) Changes in liabilities arising from financing activities

	2022	Non-cash movements					2023
	Opening Balance \$ '000	Cash flows \$ '000	Acquisition \$ '000	Fair value changes \$ '000	Acquisition due to change in accounting policy \$ '000	Other non-cash movement \$ '000	Closing balance \$ '000
Loans – secured	7,796	(829)	1,000	–	–	–	7,967
Total liabilities from financing activities	7,796	(829)	1,000	–	–	–	7,967

	2021	Non-cash movements					2022
	Opening Balance \$ '000	Cash flows \$ '000	Acquisition \$ '000	Fair value changes \$ '000	Acquisition due to change in accounting policy \$ '000	Other non-cash movement \$ '000	Closing balance \$ '000
Loans – secured	6,021	(625)	2,400	–	–	–	7,796
Total liabilities from financing activities	6,021	(625)	2,400	–	–	–	7,796

(b) Financing arrangements

	2023 \$ '000	2022 \$ '000
Total facilities		
Credit cards/purchase cards	40	40
Bank Guarantee	54	54
Total financing arrangements	94	94
Undrawn facilities		
– Credit cards/purchase cards	40	40
– Bank Guarantee	54	54
Total undrawn financing arrangements	94	94

Additional financing arrangements information

Breaches and defaults

During the current and prior year, there were no defaults or breaches on any of the loans.

Security over loans

Loans are secured over future cash flows.

Bank overdrafts

The bank overdraft facility may be drawn at any time and may be terminated by the bank without notice.

Accounting policy

Council measures all financial liabilities initially at fair value less transaction costs, subsequently financial liabilities are measured at amortised cost using the effective interest rate method.

Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down.

Borrowings are removed from the Statement of Financial Position when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in other income or borrowing costs.

C3-4 Employee benefit provisions

	2023 Current \$ '000	2023 Non-current \$ '000	2022 Current \$ '000	2022 Non-current \$ '000
Annual leave	865	–	907	–
Long service leave	1,162	158	1,112	152
Gratuities	122	–	124	–
Total employee benefit provisions	2,149	158	2,143	152

Current employee benefit provisions not anticipated to be settled within the next twelve months

	2023 \$ '000	2022 \$ '000
The following provisions, even though classified as current, are not expected to be settled in the next 12 months.		
Provisions – employees benefits	987	1,037
	987	1,037

Description of and movements in provisions

	ELE provisions			
	Annual leave \$ '000	Long service leave \$ '000	Gratuities \$ '000	Total \$ '000
2023				
At beginning of year	907	1,264	124	2,295
Additional provisions	715	223	10	948
Amounts used (payments)	(757)	(167)	(10)	(934)
Remeasurement effects	–	–	(2)	(2)
Total ELE provisions at end of year	865	1,320	122	2,307
2022				
At beginning of year	915	1,420	169	2,504
Additional provisions	666	114	–	780
Amounts used (payments)	(674)	(270)	(37)	(981)
Remeasurement effects	–	–	(8)	(8)
Total ELE provisions at end of year	907	1,264	124	2,295

Accounting policy

Employee benefit provisions are presented as current liabilities in the statement of Financial Position if Council does not have an unconditional right to defer settlement for at least 12 months after the reporting date, regardless of when the actual settlement is expected to occur and therefore all annual leave and vested long service leave (or that which vests within 12 months) is presented as current.

Short-term obligations

Liabilities for wages and salaries (including non-monetary benefits, annual leave and accumulating sick leave expected to be wholly settled within 12 months after the end of the period in which the employees render the related service) are recognised in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liability for annual leave and accumulating sick leave is recognised in the provision for employee benefits. All other short-term employee benefit obligations are presented as payables.

Other long-term employee benefit obligations

The liability for long-service leave and annual leave that is not expected to be wholly settled within 12 months after the end of the period in which the employees render the related service is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures, and periods of service. Expected future payments are discounted using market yields at the end of the reporting period on national government bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

C3-4 Employee benefit provisions (continued)

On-costs

The employee benefit provisions include the aggregate on-costs liabilities that will arise when payment of current employee benefits is made in future periods.

These amounts include superannuation, payroll tax and workers compensation expenses which will be payable upon the future payment of certain leave liabilities which employees are entitled to at the reporting period.

C3-5 Provisions

	2023 Current \$ '000	2023 Non-Current \$ '000	2022 Current \$ '000	2022 Non-Current \$ '000
Asset remediation/restoration:				
Asset remediation/restoration (future works)	–	2,835	–	2,713
Sub-total – asset remediation/restoration	–	2,835	–	2,713
Total provisions	–	2,835	–	2,713
Total provisions relating to unrestricted assets	–	2,835	–	2,713
Total provisions	–	2,835	–	2,713

Description of and movements in provisions

	Other provisions	
	Asset remediation \$ '000	Total \$ '000
2023		
At beginning of year	2,713	2,713
Unwinding of discount	122	122
Total other provisions at end of year	2,835	2,835
2022		
At beginning of year	2,596	2,596
Unwinding of discount	117	117
Total other provisions at end of year	2,713	2,713

Nature and purpose of provisions

Asset remediation

Council has a legal/public obligation to make, restore, rehabilitate and reinstate the Buronga Landfill.

Accounting policy

Provisions are recognised when Council has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount has been reliably estimated.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one item included in the same class of obligations may be small.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the reporting date. The discount rate used to determine the present value reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognised as a borrowing cost.

Asset remediation – tips and quarries

Close-down and restoration costs include the dismantling and demolition of infrastructure, and the removal of residual materials and remediation of disturbed areas. Estimated close-down and restoration costs are provided for in the accounting period when the obligation arising from the related disturbance occurs, whether this occurs during the development or during the operation phase, based on the net present value of estimated future costs. Provisions for close-down and restoration costs do not include any additional obligations which are expected to arise from future disturbance. The cost estimates are calculated annually during the life of the operation to reflect known developments, e.g. updated cost estimates and revisions to the estimated lives of operations, and are subject to formal review at regular intervals.

The ultimate cost of environmental remediation is uncertain and cost estimates can vary in response to many factors, including changes to the relevant legal requirements, the emergence of new restoration techniques, or experience at other locations. The expected timing of expenditure can also change, for example in response to changes in quarry reserves or production

C3-5 Provisions (continued)

rates. As a result, there could be significant adjustments to the provision for close down and restoration and environmental clean-up, which would affect future financial results.

Other movements in the provisions for close-down and restoration costs, including those resulting from new disturbance, updated cost estimates, changes to the estimated lives of operations, and revisions to discount rates, are capitalised within infrastructure, property, plant and equipment. These costs are then depreciated over the lives of the assets to which they relate.

C4 Reserves

C4-1 Nature and purpose of reserves

IPPE Revaluation reserve

The infrastructure, property, plant and equipment (IPPE) revaluation reserve is used to record increments and decrements in the revaluation of infrastructure, property, plant and equipment.

D Council structure

D1 Results by fund

General fund refers to all Council activities other than water and sewer. All amounts disclosed in this note are gross i.e. inclusive of internal charges and recoveries made between the funds. Assets and liabilities shown in the water and sewer columns are restricted for use for these activities.

D1-1 Income Statement by fund

	General 2023 \$ '000	Water 2023 \$ '000	Sewer 2023 \$ '000
Income from continuing operations			
Rates and annual charges	6,581	1,352	1,822
User charges and fees	7,371	1,436	–
Interest and investment revenue	1,190	353	163
Other revenues	551	1	–
Grants and contributions provided for operating purposes	16,490	18	16
Grants and contributions provided for capital purposes	14,607	1,309	1,177
Net gains from disposal of assets	103	–	–
Other income	38	–	–
Total income from continuing operations	46,931	4,469	3,178
Expenses from continuing operations			
Employee benefits and on-costs	9,106	687	171
Materials and services	11,545	1,174	399
Borrowing costs	331	–	12
Depreciation, amortisation and impairment of non-financial assets	7,593	937	779
Other expenses	495	67	89
Share of interests in joint ventures and associates using the equity method	78	–	–
Total expenses from continuing operations	29,148	2,865	1,450
Operating result from continuing operations	17,783	1,604	1,728
Net operating result for the year	17,783	1,604	1,728
Net operating result attributable to each council fund	17,783	1,604	1,728
Net operating result for the year before grants and contributions provided for capital purposes	3,176	295	551

D1-2 Statement of Financial Position by fund

	General 2023 \$ '000	Water 2023 \$ '000	Sewer 2023 \$ '000
ASSETS			
Current assets			
Cash and cash equivalents	(9,105)	11,162	5,154
Investments	44,000	—	—
Receivables	4,266	1,126	379
Inventories	248	—	—
Other	201	—	—
Total current assets	39,610	12,288	5,533
Non-current assets			
Infrastructure, property, plant and equipment	483,661	42,284	31,537
Investments accounted for using the equity method	867	—	—
Intangible assets	184	—	—
Total non-current assets	484,712	42,284	31,537
Total assets	524,322	54,572	37,070
LIABILITIES			
Current liabilities			
Payables	3,735	—	40
Contract liabilities	10,012	—	—
Borrowings	884	—	72
Employee benefit provision	2,149	—	—
Total current liabilities	16,780	—	112
Non-current liabilities			
Borrowings	6,472	—	539
Employee benefit provision	158	—	—
Provisions	2,835	—	—
Total non-current liabilities	9,465	—	539
Total liabilities	26,245	—	651
Net assets	498,077	54,572	36,419
EQUITY			
Accumulated surplus	82,864	23,206	10,085
Revaluation reserves	415,214	31,365	26,334
Council equity interest	498,078	54,571	36,419
Total equity	498,078	54,571	36,419

D2 Interests in other entities

	Council's share of net assets	
	2023	2022
	\$ '000	\$ '000
Council's share of net income		
Net share of interests in joint ventures and associates using the equity method – expenses		
Joint ventures	78	195
Total net share of interests in joint ventures and associates using the equity method – expenses	78	195
Total Council's share of net income	(78)	(195)
Council's share of net assets		
Net share of interests in joint ventures and associates using the equity method – assets		
Joint ventures	867	945
Total net share of interests in joint ventures and associates using the equity method – assets	867	945
Total Council's share of net assets	867	945

D2-1 Interests in joint arrangements

Material joint ventures

The following information is provided for joint arrangements that are individually material to the Council. Included are the total amounts as per the joint arrangements financial statements, adjusted for fair-value adjustments at acquisition date and differences in accounting policies, rather than the Council's share.

Council is a member of the Far West Joint Organisation of Councils (FWJO). Details of Council's membership and participation is as follows:

The FWJO is a separately constituted entity pursuant to Part 7 (Sections 400O to 400ZH) of the Local Government Act (NSW) 1993, as amended and the Local Government (General) Regulation 2008.

The FWJO has the same year end date as the Council.

The principal functions of the Far West Joint Organisation will be to:

1. Establish strategic regional priorities for the joint organisation area and develop strategies and plans for delivering these priorities;
2. Provide regional leadership for the joint organisation area and to be an advocate for strategic regional priorities;
3. Identify and take up opportunities for intergovernmental cooperation on matters relating to the joint organisation area;
4. Enhancing strategic capacity to support member councils to deliver services to their communities; and
5. Service delivery to provide services directly to communities in the region.

The percentage ownership interest is equivalent to the percentage voting rights for all associates as follows:

FWJO comprises the Councils of the Shires of Balranald, Broken Hill, Central Darling and Wentworth. The Board of the FWJO comprises 4 voting members being the Mayors of the four member Councils, and non-voting members being the General Managers of the four member Councils, as well as three appointed members from the State Government and Cabinet (non-voting).

Wentworth Shire Council as a member of the FWJO, has a one quarter voting right (25%) in respect to the decisions of the Board.

For the 2022/2023 year, member Councils were made no contributions to the FWJO.

Members of the FWJO are indemnified from liability for functions and duties carried out or omitted honestly, in good faith and with due care and diligence.

The FWJO has contracted the Executive Officer role to Broken Hill City Council.

There are no liability issues identified for Council in the short to medium term.

D2-1 Interests in joint arrangements (continued)

Far West Joint Organisation 2023	
Equity Method	\$'000
Summarised Statement of Financial Position	
Current assets	3,477
Non-current assets	-
Current liabilities	10
Non-current liabilities	-
Net assets	3,466
Summarised Statement of Income and other Comprehensive Income	
Grant funding	-
Interest income	3
Gain on Disposal	-
Total Income from Continuing Operations	3
Employee benefits	-
Borrowing costs	-
Depreciation and amortisation	-
Administration expense	(263)
Other expenses	-
Total Expense from Continuing Operations	(263)
Profit/(loss) from continuing operations	(260)
Other Comprehensive Income	-
Total Comprehensive Income	(260)
Summarised Statement of Cash Flows	
Cash flows from operating activities	(186)
Cash flows from investing activities	-
Cash flows from financing activities	-
Net Increase/(Decrease) in cash and cash equivalents	(186)
Reconciliation of carrying amount of interest in the joint arrangement to summarised financial information for FWJO accounted for using the Equity method:	
Wentworth Shire Council's share of 25% of Net Assets	867
Carrying amount	867

continued on next page

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D2-1 Interests in joint arrangements (continued)

Joint arrangement

			Interest in ownership		Interest in voting	
Principal activity		Place of business	2023	2022	2023	2022
Council is involved in the following joint arrangement						
Name of joint arrangement:						
Far West Joint Organisation	Local Government Joint Arrangement	240 Blende St Broken Hill NSW 2880	25%	25%	25%	25%

Accounting policy

The council has determined that it has a joint arrangement with Balranald Council, Broken Hill Council and Central Darling Council in the Far West Joint Organisation.

Interest in joint arrangements are accounted for using the equity method in accordance with AASB 128 Investments in Associates and Joint Ventures.

Under this method, the investment is initially recognised as at cost and the carrying amount is increased or decreased to recognise the Council's share of the profit or loss and other comprehensive income of the investee after the date of acquisition. If the Council's share of losses of a joint arrangement equals or exceeds its interest in the joint arrangement, the Council discontinues recognising its share of further losses.

The Council's share in the joint arrangements gains or losses arising from transactions between itself and its joint arrangement are eliminated.

Adjustments are made to the joint arrangements accounting policies where they are different from those of the Council for the purpose of the consolidated financial statements.

E Risks and accounting uncertainties

E1-1 Risks relating to financial instruments held

Council's activities expose it to a variety of financial risks including (1) price risk, (2) credit risk, (3) liquidity risk and (4) interest rate risk.

The Council's overall risk management program focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Council.

Council does not engage in transactions expressed in foreign currencies and is therefore not subject to foreign currency risk.

Financial risk management is carried out by Council's finance section under policies approved by the Council.

The fair value of Council's financial assets and financial liabilities approximates their carrying amount.

	Carrying value 2023 \$ '000	Carrying value 2022 \$ '000	Fair value 2023 \$ '000	Fair value 2022 \$ '000
Financial assets				
Measured at amortised cost				
Cash and cash equivalents	7,211	5,708	7,211	5,708
Receivables	5,771	4,491	5,788	4,491
Investments				
– Debt securities at amortised cost	44,000	38,000	44,000	38,000
Total financial assets	56,982	48,199	56,999	48,199
Financial liabilities				
Payables	3,775	2,675	3,775	2,675
Loans/advances	7,967	7,796	7,967	7,796
Total financial liabilities	11,742	10,471	11,742	10,471

Council's objective is to maximise its return on cash and investments whilst maintaining an adequate level of liquidity and preserving capital.

Council's finance area manages the cash and investments portfolio.

Council has an investment policy which complies with the Local Government Act 1993 and Minister's investment order 625. This policy is regularly reviewed by Council and its staff and an investment report is tabled before Council on a monthly basis setting out the portfolio breakup and its performance as required by Local Government regulations.

The risks associated with the instruments held are:

- **Price risk** – the risk that the capital value of investments may fluctuate due to changes in market prices, whether there changes are caused by factors specific to individual financial instruments or their issuers or are caused by factors affecting similar instruments traded in a market.
- **Interest rate risk** – the risk that movements in interest rates could affect returns and income.
- **Liquidity risk** – the risk that Council will not be able to pay its debts as and when they fall due.
- **Credit risk** – the risk that the investment counterparty will not complete their obligations particular to a financial instrument, resulting in a financial loss to Council – be it of a capital or income nature.

Council manages these risks (amongst other measures) by diversifying its portfolio and only purchasing investments with high credit ratings or capital guarantees.

E1-1 Risks relating to financial instruments held (continued)

(a) Market risk – interest rate and price risk

	2023 \$ '000	2022 \$ '000
<p>The impact on result for the year and equity of a reasonably possible movement in the price of investments held and interest rates is shown below. The reasonably possible movements were determined based on historical movements and economic conditions in place at the reporting date.</p>		
Impact of a 1% movement in interest rates		
– Equity / Income Statement	512	437

E1-1 Risks relating to financial instruments held (continued)

(b) Credit risk

Council's major receivables comprise (i) rates and annual charges and (ii) user charges and fees.

Council manages the credit risk associated with these receivables by monitoring outstanding debt and employing stringent debt recovery procedures. Council also encourages ratepayers to pay their rates by the due date through incentives.

The credit risk for liquid funds and other short-term financial assets is considered negligible, since the counterparties are reputable banks with high quality external credit ratings.

There are no significant concentrations of credit risk, other than Council has significant credit risk exposures in its local area given the nature of the business.

The level of outstanding receivables is reported to Council monthly and benchmarks are set and monitored for acceptable collection performance.

The maximum exposure to credit risk at the reporting date is the carrying amount of each class of receivable in the financial statements.

Council makes suitable provision for doubtful receivables as required and carries out credit checks on most non-rate debtors. There are no material receivables that have been subjected to a re-negotiation of repayment terms.

Credit risk profile

Receivables – rates and annual charges

Credit risk on rates and annual charges is minimised by the ability of Council to recover these debts as a secured charge over the land; that is, the land can be sold to recover the debt. Council is also able to charge interest on overdue rates and annual charges at higher than market rates which further encourages payment.

	Not yet overdue \$ '000	overdue rates and annual charges < 5 years \$ '000	≥ 5 years \$ '000	Total \$ '000
2023				
Gross carrying amount	–	989	84	1,073
2022				
Gross carrying amount	–	1,019	144	1,163

Receivables - non-rates and annual charges and contract assets

Council applies the simplified approach for non-rates and annual charges debtors and contract assets to provide for expected credit losses, which permits the use of the lifetime expected loss provision at inception. To measure the expected credit losses, non-rates and annual charges debtors and contract assets have been grouped based on shared credit risk characteristics and the days past due.

The loss allowance provision is determined as follows. The expected credit losses incorporate forward-looking information.

	Not yet overdue \$ '000	0 - 30 days \$ '000	Overdue debts 31 - 60 days \$ '000	61 - 90 days \$ '000	> 91 days \$ '000	Total \$ '000
2023						
Gross carrying amount	4,038	299	–	–	409	4,746
Expected loss rate (%)	0.00%	2.23%	29.86%	16.91%	9.92%	1.00%
ECL provision	–	7	–	–	41	48
2022						
Gross carrying amount	3,218	8	–	4	138	3,368
Expected loss rate (%)	0.00%	1.92%	1.00%	22.00%	28.00%	1.18%
ECL provision	–	–	–	1	39	40

E1-1 Risks relating to financial instruments held (continued)

(c) Liquidity risk

Payables, lease liabilities and borrowings are both subject to liquidity risk; that is, the risk that insufficient funds may be on hand to meet payment obligations as and when they fall due.

Council manages this risk by monitoring its cash flow requirements and liquidity levels, and by maintaining an adequate cash buffer. Payment terms can be extended, and overdraft facilities drawn upon in extenuating circumstances.

Borrowings are also subject to interest rate risk: the risk that movements in interest rates could adversely affect funding costs. Council manages this risk through diversification of borrowing types, maturities and interest rate structures.

The finance team regularly reviews interest rate movements to determine if it would be advantageous to refinance or renegotiate part or all of the loan portfolio.

The timing of cash flows presented in the table below to settle financial liabilities reflects the earliest contractual settlement dates. The timing of expected outflows is not expected to be materially different from contracted cashflows.

The amounts disclosed in the table are the undiscounted contracted cash flows for non-lease liabilities (refer to Note C2-1(b) for lease liabilities) and therefore the balances in the table may not equal the balances in the Statement of Financial Position due to the effect of discounting.

	Weighted average interest rate %	Subject to no maturity \$ '000	≤ 1 Year \$ '000	payable in:			Total cash outflows \$ '000	Actual carrying values \$ '000
				1 - 5 Years \$ '000	> 5 Years \$ '000			
2023								
Payables	0.00%	759	3,016	–	–	3,775	3,775	
Borrowings	2.94%	–	1,196	3,546	5,896	10,638	7,967	
Total financial liabilities		759	4,212	3,546	5,896	14,413	11,742	
2022								
Payables	0.00%	823	1,852	–	–	2,675	2,675	
Borrowings	2.74%	–	1,071	4,784	6,109	11,964	7,796	
Total financial liabilities		823	2,923	4,784	6,109	14,639	10,471	

E2-1 Fair value measurement

The Council measures the following asset and liability classes at fair value on a recurring basis:

- Infrastructure, property, plant and equipment
- Financial assets and liabilities

The fair value of assets and liabilities must be estimated in accordance with various accounting standards for either recognition and measurement requirements or for disclosure purposes.

AASB 13 Fair Value Measurement requires all assets and liabilities measured at fair value to be assigned to a 'level' in the fair value hierarchy as follows:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2: Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Fair value measurement hierarchy									
\$ '000	Notes	Date of latest valuation		Level 2 Significant observable inputs		Level 3 Significant unobservable inputs		Total	
		2023	2022	2023	2022	2023	2022	2023	2022
Recurring fair value measurements									
Infrastructure, property, plant and equipment	C1-6								
Plant and equipment		30/06/2019	30/06/19	–	–	9,282	8,706	9,282	8,706
Office equipment		30/06/2019	30/06/19	–	–	655	582	655	582
Furniture and fittings		30/06/2019	30/06/19	–	–	22	16	22	16
Swimming Pools		30/06/2023	30/06/22	–	–	1,910	1,946	1,910	1,946
Operational land		30/06/2023	30/06/20	–	–	9,851	4,057	9,851	4,057
Community Land		30/06/2023	30/06/20	–	–	9,811	7,228	9,811	7,228
Land improvements – depreciable		30/06/2023	30/06/22	–	–	11,623	10,935	11,623	10,935
Buildings		30/06/2023	30/06/22	–	–	36,404	39,887	36,404	39,887
Other structures		30/06/2023	30/06/22	–	–	4,537	4,580	4,537	4,580
Roads, Bridges, Bulk Earthworks & Land Under Roads									
Roads		30/06/2023	30/06/22	–	–	346,437	325,374	346,437	325,374
Footpaths		30/06/2023	30/06/22	–	–	4,299	3,917	4,299	3,917
Stormwater drainage		30/06/2023	30/06/22	–	–	19,054	15,568	19,054	15,568
Water supply network		30/06/2023	30/06/22	–	–	40,215	37,369	40,215	37,369
Sewerage network		30/06/2023	30/06/22	–	–	30,123	25,457	30,123	25,457
Other recreational assets		30/06/2023	30/06/22	–	–	588	503	588	503
Library books		30/06/2020	30/06/20	–	–	176	163	176	163
Other Infrastructure		30/06/2023	30/06/22	–	–	12,365	11,645	12,365	11,645
Tip Assets		30/06/2020	30/06/20	–	–	3,044	3,111	3,044	3,111
Total infrastructure, property, plant and equipment				–	–	540,396	501,044	540,396	501,044

Non-recurring fair value measurements

Valuation techniques

Where Council is unable to derive fair valuations using quoted market prices of identical assets (ie. level 1 inputs) Council instead utilises a spread of both observable inputs (level 2 inputs) and unobservable inputs (level 3 inputs).

The fair valuation techniques Council has employed while utilising level 2 and level 3 inputs are as follows:

E2-1 Fair value measurement (continued)

Infrastructure, property, plant and equipment (IPPE)

Plant & Equipment, Office Equipment and Furniture & Fittings are valued at cost but are disclosed at fair value in the notes. The carrying amount of these assets is assumed to approximate fair value due to the nature of the items. The key unobservable inputs to the valuation are the remaining useful life and residual value. Council reviews the values of these assets against quoted prices for the gross current replacement cost of similar assets and by taking account of the pattern of consumption, estimated remaining useful life and the residual value. There has been no change to the valuation process during the reporting period.

Operational Land comprises all of Council land classified as Operational Land under the NSW Local Government Act 1993. The key unobservable input to the valuation is the price per square metre. The last valuation was undertaken at 30 June 2023 using the values provided by the NSW Valuer General's Office. Generally, fair value is the most advantageous price reasonably obtained by the seller and the most advantageous price reasonably obtained by the buyer. This is not necessarily the market selling price of the asset, rather, it is regarded as the maximum value that Council would rationally pay to acquire the asset if it did not hold it, taking into account quoted market price in an active and liquid market, the current market price of the same or similar asset, the cost of replacing the asset, if management intended to replace the asset, the remaining useful life and condition of the asset; and cash flows from future use and disposal.

Valuations of all Council's Community Land are based on the land values provided by the NSW Valuer General's Office. As these values are not considered to be observable market evidence they have been classified as Level 3. Community Land was revalued as at 30 June 2023.

Depreciable Land Improvements comprises land improvements such as spectator mounds, gardens, mulched areas streetscaping and landscaping. These assets may be located on parks, reserves and within road reserves. They were last revalued at 30 June 2023 by Marsh Valuations Pty Ltd. The cost approach has been utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimates of pattern of consumption, residual value, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. As such these assets were all classified as having been valued using Level 3 valuation inputs. There has been no change to the valuation process during the reporting period.

Buildings were valued by Marsh Valuations Pty Ltd at 30 June 2023 using the cost approach. The approach estimated the replacement cost of each building by componentising the buildings into significant parts with different useful lives and taking into account a range of factors. While all buildings were physically inspected inputs such as estimates of residual value and pattern of consumption required extensive professional judgement and impacted significantly on the final determination of fair value. As such these assets were classified as having been valued using Level 3 valuation inputs. There has been no change to the valuation process during the reporting period.

Other Structures comprises lighting systems, shade sails, shelters, tennis and netball courts, bbqs, etc. The cost approach has been utilised whereby the replacement cost was estimated for each asset by taking into account a range of factors. Inputs such as estimates of pattern of consumption, residual value, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. As such, these assets were classified as having been valued using Level 3 valuation inputs. There has been no change to the valuation process during the reporting period. These assets were valued by Marsh Valuations Pty Ltd at 30 June 2013.

Roads comprises the road carriageway, bus shelters, carparks, guardrails, kerb & guttering, boat ramps, wharfs and traffic facilities. The road carriage way is defined as the trafficable portion of a road, between but not including the kerb & gutter. The cost approach using Level 3 inputs was used to value the road carriage way and other road infrastructure. Valuations for the road carriageway, comprising surface, pavement and formation were internally valued by Council Officers at 30 June 2020. The cost approach was utilised with inputs such as estimates of patterns of consumption, residual value, asset condition and useful life requiring extensive professional judgement which impacted significantly on the final determination of fair value. Additionally due to limitations in the historical records of very long lived assets there is some uncertainty regarding the actual design, specifications and dimensions of some assets. Due to ongoing large increases in inflation Council undertook a desktop valuation as at 30 June 2023 on this class of assets.

Footpaths were internally valued by Council Officers at 30 June 2020 using a cost approach. Footpaths were segmented to match the adjacent road segment and no further componentisation was undertaken. Footpaths were originally assessed using physical inspections. Condition information is updated as changes in the network are observed through regular inspections. There has been no change to the valuation process during the reporting period. Due to ongoing large increase in inflation Council undertook a desktop valuation as at 30 June 2023 on this class of assets.

Stormwater Drainage assets comprises pits, pipes, headwalls, gross pollutant traps and various types of water quality devices. The cost approach estimated the replacement cost of each asset by componentising the assets into significant parts with different useful lives and taking into account a range of factors. The level of componentisation adopted by Council is in accordance with OLG Circular 09-09 and the Institute of Public Works Engineers Australia's International Infrastructure Management Manual (IIMM). Inputs such as estimates of the pattern of consumption, residual value, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. Accordingly due to limitations in the historical records of very long lived assets there is uncertainty regarding the actual design, specifications and dimensions of

E2-1 Fair value measurement (continued)

some assets. There has been no changes to the valuation process during the reporting period. These assets were valued by Marsh Valuations as at 30 June 2022. In accordance with the requirements of the DPI-Water NSW Rates Reference Manual Stormwater assets had an annual indexation applied to them in between formal valuations as at 30 June 2023.

Sewerage Network and Water Supply Network assets comprises pump stations, reservoirs, treatment plants, reticulation mains, trunk mains, manholes, rising mains, pipes, valves, hydrants, standpipes. The cost approach estimated the replacement cost of each asset by componentising the assets into significant parts with different useful lives and taking into account a range of factors. The level of componentisation adopted by Council is in accordance with OLG Circular 09-09 and the Institute of Public Works Engineers Australia's International Infrastructure Management Manual (IIMM). Inputs such as estimates of the pattern of consumption, residual value, asset condition and useful life required extensive professional judgement and impacted significantly on the final determination of fair value. Accordingly due to limitations in the historical records of very long lived assets there is uncertainty regarding the actual design, specifications and dimensions of some assets. There has been no changes to the valuation process during the reporting period. These assets were valued by Marsh Valuation at 30 June 2022. In accordance with the requirements of the DPI-Water NSW Rates Reference Manual these assets had an annual indexation applied to them in between formal valuations as at 30 June 2023.

Swimming pools were valued by Asset Val Pty Ltd at 30 June 2018 using the cost approach. Inputs such as estimates of the pattern of consumption, residual value, asset condition and useful life required extensive professional judgement which impacted significantly on the final determination of fair value. There has been no change to the valuation process during the reporting period. These assets were revalued by Marsh Valuations as at 30 June 2023.

Other Open Space/Recreational Assets include all of Councils playground equipment. They were valued by Asset Val Pty Ltd at 30 June 2018 using the cost approach. Inputs such as estimates of the pattern of consumption, residual value, asset condition and useful life required extensive professional judgement which impacted significantly on the final determination of fair value. There has been no change to the valuation process during the reporting period. These assets were revalued by Marsh Valuations as at 30 June 2023.

Bridges were valued by Marsh Valuation (formally Asset Val Pty Ltd) at 30 June 2020 using a cost approach. Bridges were originally assessed using physical inspections. Condition information is updated as changes in the condition are observed through regular inspections. There has been no change to the valuation process during the reporting period. Due to the ongoing large increases in inflation Council undertook a desktop valuation as at 30 June 2023 on this class of assets.

E2-1 Fair value measurement (continued)

Fair value measurements using significant unobservable inputs (level 3)

A reconciliation of the movements in recurring fair value measurements allocated to Level 3 of the hierarchy is provided below:

	Plant and equipment		Office equipment		Furniture and fittings		Operational land	
	2023	2022	2023	2022	2023	2022	2023	2022
	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000
Opening balance	8,706	7,973	582	446	16	11	4,057	4,057
Total gains or losses for the period								
Other movements								
Purchases (GBV)	1,768	2,099	173	204	9	9	–	–
Disposals (WDV)	(60)	(74)	–	–	–	–	–	–
Depreciation and impairment	(1,132)	(1,292)	(100)	(68)	(3)	(4)	5,794	–
Closing balance	9,282	8,706	655	582	22	16	9,851	4,057

	Library books		Community land		Land imp'mts depreciable		Buildings	
	2023	2022	2023	2022	2023	2022	2023	2022
	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000
Opening balance	163	144	7,228	7,287	10,935	5,059	39,887	34,416
Total gains or losses for the period								
Other movements								
Purchases (GBV)	35	44	–	–	1,186	5,336	1,543	452
Other movement (revaluation)	–	–	–	–	(17)	829	(3,883)	5,940
Disposals (WDV)	–	–	–	(59)	–	–	–	–
Depreciation and impairment	(22)	(25)	2,583	–	(481)	(289)	(1,143)	(921)
Closing balance	176	163	9,811	7,228	11,623	10,935	36,404	39,887

E2-1 Fair value measurement (continued)

	Other structures		Roads		Footpaths		Stormwater drainage	
	2023	2022	2023	2022	2023	2022	2023	2022
	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000
Opening balance	4,580	3,481	325,374	286,764	3,917	3,188	15,568	15,221
Total gains or losses for the period								
Other movements								
Purchases (GBV)	277	749	7,585	11,282	235	446	2,528	753
Other movement (revaluation)	(51)	570	19,281	30,862	227	345	1,183	(181)
Depreciation and impairment	(269)	(220)	(5,803)	(3,544)	(80)	(62)	(225)	(225)
Closing balance	4,537	4,580	346,437	325,374	4,299	3,917	19,054	15,568

	Water supply network		Sewerage network		Swimming pools		Open space	
	2023	2022	2023	2022	2023	2022	2023	2022
	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000
Opening balance	37,369	30,672	25,457	18,353	1,946	1,724	503	189
Total gains or losses for the period								
Other movements								
Purchases (GBV)	972	3,439	3,539	2,354	121	—	—	347
Other movement (revaluation)	2,809	3,968	1,905	5,518	(86)	282	393	24
Depreciation and impairment	(935)	(710)	(778)	(768)	(71)	(60)	(308)	(57)
Closing balance	40,215	37,369	30,123	25,457	1,910	1,946	588	503

E2-1 Fair value measurement (continued)

	Other Infrastructure		Tip Assets		Total	
	2023 \$ '000	2022 \$ '000	2023 \$ '000	2022 \$ '000	2023 \$ '000	2022 \$ '000
Opening balance	11,645	10,486	3,111	3,177	501,044	432,648
Purchases (GBV)	71	—	—	—	20,042	27,514
Other movement (revaluation)	820	1,313	—	—	22,581	49,470
Disposals (WDV)	—	—	—	—	(60)	(133)
Depreciation and impairment	(171)	(154)	(67)	(66)	(3,211)	(8,465)
Closing balance	12,365	11,645	3,044	3,111	540,396	501,044

Highest and best use

All of Council's non-financial assets are considered as being utilised for their highest and best use.

E3-1 Contingencies

The following assets and liabilities do not qualify for recognition in the Statement of Financial Position, but their knowledge and disclosure is considered relevant to the users of Council's financial report.

LIABILITIES NOT RECOGNISED

1. Guarantees

(i) Defined benefit superannuation contribution plans

Council is party to an Industry Defined Benefit Plan under the Local Government Superannuation Scheme, named The Local Government Superannuation Scheme – Pool B (the Scheme) which is a defined benefit plan that has been deemed to be a 'multi-employer fund' for purposes of AASB119 Employee Benefits for the following reasons:

- Assets are not segregated within the sub-group according to the employees of each sponsoring employer;
- The contribution rates have been the same for all sponsoring employers. That is, contribution rates have not varied for each sponsoring employer according to the experience relating to the employees of that sponsoring employer;
- Benefits for employees of all sponsoring employers are determined according to the same formulae and without regard to the sponsoring employer; and
- The same actuarial assumptions are currently used in respect of the employees of each sponsoring employer.

Given the factors above, each sponsoring employer is exposed to the actuarial risks associated with current and former employees of other sponsoring employers, and hence shares in the associated gains and losses (to the extent that they are not borne by members). As such we do not believe that there is sufficient reliable information to allow each sponsoring employer to account for its proportionate share of the defined benefit obligation, sub-group assets and costs associated with the sub-group in the same way as it would for a single employer sponsored defined benefit plan.

Description of the funding arrangements.

Pooled employers are required to pay future service employer contributions and past service employer contributions to the fund.

The future service employer contributions were determined using the new entrant rate method under which a contribution rate sufficient to fund the total benefits over the working life-time of a typical new entrant is calculated. The current standard employer contribution rates are:

Division B	1.90 times employee contributions for non - 180 Point Members; Nil for 180 Point Members*
Division C	2.50% salaries
Division D	1.64 times employee contributions

*For 180 Point Members, Employers are required to contribute 8.0% of salaries for the year ending 30 June 2023 (increasing to 8.5% in line with the increase in the Superannuation Guarantee) to these members' accumulation accounts, which are paid in addition to members' defined benefits.

The past service contribution for each Pooled Employer is a share of the total past service contributions of \$20 million per annum from 1 January 2022 to 31 December 2024, apportioned according to each employer's share of the accrued liabilities as at 30 June 2022. These past service contributions are used to maintain the adequacy of the funding position for the accrued liabilities.

The adequacy of contributions is assessed at each triennial actuarial investigation and monitored annually between triennials.

Description of the extent to which Council can be liable to the plan for other Council's obligations under the terms and conditions of the multi-employer plan

As stated above, each sponsoring employer (Council) is exposed to the actuarial risks associated with current and former employees of other sponsoring employers and hence shares in the associated gains and losses.

However, there is no relief under the Fund's trust deed for employers to walk away from their defined benefit obligations. Under limited circumstances, an employer may withdraw from the plan when there are no active members, on full payment of outstanding past service contributions. There is no provision for allocation of any surplus which may be present at the date of withdrawal of the Council.

There are no specific provisions under the Fund's trust deed dealing with deficits or surplus on wind-up.

E3-1 Contingencies (continued)

The amount of Council employer contributions to the defined benefit section of the Local Government Superannuation Scheme and recognised as an expense for the year ending 30 June 2023 was \$39,357.54. The last valuation of the fund was undertaken by Mr Richard Boyfield, FIAA as at 30 June 2022.

As previously notified, the past service contributions \$20M per annum remain in place and will continue to be reviewed on an annual basis or as required. The funding requirements for the defined benefit schemes are assessed by the Trustee on an annual basis with the outcome of each annual funding updated communicated in the new year. Council's expected contribution to the plan for the next annual reporting period is \$37,359.48.

The estimated employer reserves financial position for the Pooled Employers at 30 June 2022 is:

Employer reserves only *	\$millions	Asset Coverage
Assets	2,290.9	
Past Service Liabilities	2,236.1	102.4%
Vested Benefits	2,253.6	101.7%

* excluding other accumulation accounts and reserves in both assets and liabilities.

The share of this deficit that is broadly attributed to Council is estimated to be in the order of 0.18%

Council's share of that deficiency cannot be accurately calculated as the Scheme is a mutual arrangement where assets and liabilities are pooled together for all member councils. For this reason, no liability for the deficiency has been recognised in Council's accounts. Council has a possible obligation that may arise should the Scheme require immediate payment to correct the deficiency.

The key economic long term assumptions used to calculate the present value of accrued benefits are:

Investment return	6.0% per annum
Salary inflation	3.50% per annum
Increase in CPI	6.0% for FY22/23 2.5% per annum thereafter

The contribution requirements may vary from the current rates if the overall sub-group experience is not in line with the actuarial assumptions in determining the funding program; however, any adjustment to the funding program would be the same for all sponsoring employers in the Pooled Employers group. Please note that the estimated employer reserves financial position above is a preliminary calculation, and once all the relevant information has been received by the Funds Actuary, the final end of year review, which will be a triennial actuarial investigation will be completed by December 2023.

(ii) Statewide Limited

Council is a member of Statewide Mutual, a mutual pool scheme providing liability insurance to local government.

Membership includes the potential to share in either the net assets or liabilities of the fund depending on its past performance. Council's share of the net assets or liabilities reflects Council's contributions to the pool and the result of insurance claims within each of the fund years.

The future realisation and finalisation of claims incurred but not reported to 30 June this year may result in future liabilities or benefits as a result of past events that Council will be required to fund or share in respectively.

(iii) StateCover Limited

Council is a member of StateCover Mutual Limited and holds a partly paid share in the entity.

StateCover is a company providing workers compensation insurance cover to the NSW local government industry and specifically Council.

Council has a contingent liability to contribute further equity in the event of the erosion of the company's capital base as a result of the company's past performance and/or claims experience or as a result of any increased prudential requirements from APRA.

These future equity contributions would be required to maintain the company's minimum level of net assets in accordance with its licence requirements.

E3-1 Contingencies (continued)

(iv) Other guarantees

Council has provided no other guarantees other than those listed above.

2. Other liabilities

(i) Third party claims

The Council is involved from time to time in various claims incidental to the ordinary course of business including claims for damages relating to its services.

Council believes that it is appropriately covered for all claims through its insurance coverage and does not expect any material liabilities to eventuate.

(ii) Potential land acquisitions due to planning restrictions imposed by Council

Council has classified a number of privately owned land parcels as local open space or bushland.

As a result, where notified in writing by the various owners, Council will be required to purchase these land parcels.

At reporting date, reliable estimates as to the value of any potential liability (and subsequent land asset) from such potential acquisitions has not been possible.

ASSETS NOT RECOGNISED

(i) Land under roads

As permitted under AASB 1051, Council has elected not to bring to account land under roads that it owned or controlled up to and including 30/6/08.

(ii) Infringement notices/fines

Fines and penalty income, the result of Council issuing infringement notices is followed up and collected by the Infringement Processing Bureau.

Council's revenue recognition policy for such income is to account for it as revenue on receipt.

Accordingly, at year end, there is a potential asset due to Council representing issued but unpaid infringement notices.

Due to the limited information available on the status, value and duration of outstanding notices, Council is unable to determine the value of outstanding income.

F People and relationships

F1 Related party disclosures

F1-1 Key management personnel (KMP)

Key management personnel (KMP) of the council are those persons having the authority and responsibility for planning, directing and controlling the activities of the council, directly or indirectly.

The aggregate amount of KMP compensation included in the Income Statement is:

	2023	2022
	\$ '000	\$ '000
Compensation:		
Short-term benefits	1,428	1,345
Post Employment Benefits	141	143
Termination benefits	—	17
Total	1,569	1,505

Other transactions with KMP and their related parties

Council has determined that transactions at arm's length between a KMP and Council as part of Council delivering a public service objective (e.g. access to library or Council swimming pool by KMP) will not be disclosed.

Nature of the transaction	Transactions during the year \$ '000 Ref	Outstanding balances including commitments \$ '000	Terms and conditions	Impairment provision on outstanding balances \$ '000	Impairment expense \$ '000
2023					
Property Management Fees	2	—		—	—
Fees and Charges	3	11		—	—
Donations, Grants and Contributions	7	—		—	—
Tree/Weed Removal, Construction and Demolition work	8	40		—	—
Document Destruction Services, Native Nursery & Employment	10	—		—	—
Cleaning Services	11	—		—	—
Construction Works	12	28		—	—
Maintenance & Construction Works	13	—		—	—
Construction Works & Supply of Material	14	5		—	—
Contribution to Building Construction	15	—		—	—
AV/Telecommunication Services	17	—		—	—

continued on next page ...

Wentworth Shire Council | Notes to the Financial Statements 30 June 2023

F1-1 Key management personnel (KMP) (continued)

Nature of the transaction	Transactions during the year \$ '000 Ref	Outstanding balances including commitments \$ '000	Terms and conditions	Impairment provision on outstanding balances \$ '000	Impairment expense \$ '000
Event Management and Safety Services	18 8	-	-	-	-
Electrical Services	19 8	1	1	-	-

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F1-1 Key management personnel (KMP) (continued)

Nature of the transaction	Ref	Transactions during the year \$ '000	Outstanding balances including commitments \$ '000	Terms and conditions	Impairment provision on outstanding balances \$ '000	Impairment expense \$ '000
2022						
Purchase of Heavy Plant, Parts and Service of Heavy Plant	1	24	1		-	-
Property Management Fees	2	-	-		-	-
Fees and Charges	3	13	-		-	-
Employee Remuneration relating to a close family member of a KMP	5	94	-		-	-
Supply of Hardware Materials	6	1	-		-	-
Donations, Grants and Contributions	7	11	-		-	-
Tree/Weed Removal, Construction and Demolition work	8	42	-		-	-
Document Destruction Services, Native Nursery & Employment	10	4	-		-	-
Cleaning Services	11	72	-		-	-
Construction Works	12	55	-		-	-
Maintenance & Construction Works	13	63	-		-	-
Construction Works & Supply of Material	14	674	-		-	-
Contribution to Building Construction	15	193	-		-	-
Contribution to Publication	16	31	-		-	-
1 Council purchases heavy plant, parts and has heavy plant serviced by William Adams Pty Ltd and Mildura Truck Centre Pty Ltd, companies that employee close family members of Council KMP's. Purchase of plant, services and spare parts are billed based on normal rates for such supplies and are due and payable under normal payment terms following Council's procurement process.						
2 Council has an investment property that is managed by Wentworth District Real Estate Pty Ltd, a company directly controlled by a Council KMP. Commission was paid under standard industry terms following Council's procurement process						
3 Fees were received in relation to the purchase of supplies from Council's store by the Wentworth Golf Club, an organisation that is jointly controlled by a Council KMP. Licence Fees for the use of a Crown Reserve for which Council is the Crown Land Manager was received from Wentworth Golf Club, an organisation that is jointly controlled by a Council KMP. Fees and Charges for Food Premises Inspections, Waste Disposal and the hire of Council parks was received by the Coomealla Memorial Sporting Club, an organisation that is jointly controlled by a Council KMP. Licence fees for the use of a Crown Reserve which Council is the Crown Land Manager from the Coomealla Memorial Sporting Club, an organisation that is jointly controlled by a Council KMP. Fees and Charges for Food Premises Inspections was received by the Gol Gol Hotel, a business that the spouse of a Council KMP is a member. Premises Inspection Fee was received from the Coomealla Fuel Station, an organisation that is jointly controlled by a Council KMP. Hire Fees for the use of Council facilities were received from Murray House an organisation that is jointly controlled by a Council KMP. Licence Fee for the use of a Crown Reserve was received from Wentworth Regional Community Association, an organisation that is jointly controlled by a Council KMP. Planning Fees were received from the Greater Murray Darling Junction Inc, an organisation that is jointly controlled by a Council KMP. Licence Fees for the use of a Crown Reserve was received from Wentworth District Community Medical Inc, Wentworth District Racing Club and Wentworth Makers, organisations that are jointly controlled by a Council KMP. Licence Fee for the use of a Crown Reserve was received from the Wentworth Bowls Club, an organisation jointly controlled by a Council KMP. Council charges Landfill fees to Wall Construction and Waters Excavations, business controlled by close family members of two Council KMP's. Fees were charged at normal trading terms following an arms length transaction.						
5 A close family member of a Council KMP's are employed by Council under the Local Government State Award on an arm's length basis.						

continued on next page ...

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F1-1 Key management personnel (KMP) (continued)

- 6 Council purchases hardware supplies from Wheeldon's Hardware, a business directly controlled by a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process.
- 7 Council approved Financial Assistance Contributions to Wentworth Rotary Club, Murray House Aged Care, Wentworth Pioneer Homes, Wentworth Regional Community Association, Greater Murray Darling Junction Inc, Wentworth District Community Medical Inc, Wentworth Regional Tourism and Wentworth Makers as part of Council's annual Financial Assistance program. All of these organisations are jointly controlled by Council KMP's.
- 8 Council incurred transactions during the year with XCAV8IT, a business that is directly controlled by a close family member of a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process.
- 10 Council incurred transactions with the Christie Centre Inc, an organisation that is jointly controlled by a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process. The Christie Centre also employs a close family member of a Council KMP.
- 11 Council incurred transactions with KNH Cleaning Services, a business owned by a close family member of a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process.
- 12 Council incurred transactions with Mallee Sheds a family owned company of a close family member of a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process.
- 13 Council incurred transactions with Stockman's Plumbing a family owned company of a close family member of a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process.
- 14 Council incurred transactions with Waters Excavations Pty Ltd, a company owned by close family members of a Council KMP. Amounts were billed based on normal rates for such supplies and were due and payable under normal payment terms following Council's procurement process.
- 15 Dareton Men in a Shed is jointly controlled by a close family member of a Council KMP. Council has assisted the organisation in securing funding to construct a new shed to operate from. Payments from Council to the organisation are being made in line with the payment schedule outlined in the funding agreement between Council and the funding provider.
- 16 Wentworth Regional Tourism Inc is an organisation that is jointly controlled by a Council KMP. Council made a contribution to the organisation to assist in the production of the 2022 Wentworth Official Visitors Guide. The contribution was made to help assist in the post Covid economic recovery for the local government area.
- 17 Council incurred transactions with A2ZAV, a business owned by a close family member of a Council KMP. Amounts were billed based on normal rates for such supplies and were payable under normal payment terms following Council's procurement process.
- 18 Council incurred transactions with Event Management, Admin and Safety Services a business owned by a Council KMP. Amounts were billed based on normal rates for such supplies and were payable under normal payment terms following Council's procurement process.
- 19 Council incurred transactions with BRW Electrical, a business owned by a close family member of a Council KMP. Amounts were billed based on normal rates for such supplies and were payable under the normal payment terms following Council's procurement process.

F1-2 Councillor and Mayoral fees and associated expenses

	2023	2022
	\$ '000	\$ '000

The aggregate amount of Councillor and Mayoral fees and associated expenses included in materials and services expenses in the Income Statement are:

Mayoral fee	28	25
Councillors' fees	113	98
Other Councillors' expenses (including Mayor)	75	77
Total	216	200

F2 Other relationships

F2-1 Audit fees

	2023	2022
	\$ '000	\$ '000

During the year, the following fees were incurred for services provided by the auditor of Council, related practices and non-related audit firms

Auditors of the Council - NSW Auditor-General:

Audit and other assurance services

Audit and review of financial statements	70	60
Remuneration for audit and other assurance services	70	60
Total Auditor-General remuneration	70	60
 Total audit fees	 70	 60

G Other matters

G1-1 Statement of Cash Flows information

(a) Reconciliation of net operating result to cash provided from operating activities

	2023 \$ '000	2022 \$ '000
Net operating result from Income Statement	21,115	11,377
Add / (less) non-cash items:		
Depreciation and amortisation	9,309	8,465
(Gain) / loss on disposal of assets	(103)	78
Non-cash capital grants and contributions	(5,519)	(701)
Unwinding of discount rates on reinstatement provisions	122	117
Share of net (profits)/losses of associates/joint ventures using the equity method	78	195
Movements in operating assets and liabilities and other cash items:		
(Increase) / decrease of receivables	(1,288)	(421)
Increase / (decrease) in provision for impairment of receivables	8	(85)
(Increase) / decrease of inventories	(24)	(58)
(Increase) / decrease of other current assets	10	(55)
Increase / (decrease) in accrued interest payable	(1)	—
Increase / (decrease) in other accrued expenses payable	423	(201)
Increase / (decrease) in other liabilities	(36)	250
Increase / (decrease) in contract liabilities	3,601	93
Increase / (decrease) in employee benefit provision	12	(209)
Net cash flows from operating activities	27,707	18,845

(b) Non-cash investing and financing activities

Bushfire assets	—	551
Developer contributions 'in kind'	5,519	150
Total non-cash investing and financing activities	5,519	701

G2-1 Commitments

Capital commitments (exclusive of GST)

	2023 \$ '000	2022 \$ '000
Capital expenditure committed for at the reporting date but not recognised in the financial statements as liabilities:		
Property, plant and equipment		
Sewerage and water infrastructure	1,313	597
Buildings	9,226	1,014
Plant and equipment	441	1,246
Other	1,746	1,256
Road infrastructure	1,767	2,953
Total commitments	14,493	7,066
These expenditures are payable as follows:		
Within the next year	14,493	7,066
Total payable	14,493	7,066
Sources for funding of capital commitments:		
Unrestricted general funds	3,365	4,914
Unexpended grants	5,754	1,625
Externally restricted reserves	233	378
Unexpended loans	5,141	149
Total sources of funding	14,493	7,066

G3-1 Events occurring after the reporting date

Council is unaware of any material or significant 'non-adjusting events' that should be disclosed.

Wentworth Shire Council | Notes to the Financial Statements 30 June 2023

G4 Statement of developer contributions as at 30 June 2023

G4-1 Summary of developer contributions

	Opening balance at 1 July 2022 \$ '000	Contributions received during the year		Non-cash Other \$ '000	Interest and investment income earned \$ '000	Amounts expended \$ '000	Internal borrowings \$ '000	Held as restricted asset at 30 June 2023 \$ '000	Cumulative balance of internal borrowings (to)/from \$ '000
Development Contribution Plan Service Plan # 2	208 492	171 147	- -	- -	6 14	- -	- -	385 653	- -
S7.11 contributions – under a plan	700	318	-	-	20	-	-	1,038	-
Total S7.11 and S7.12 revenue under plans	700	318	-	-	20	-	-	1,038	-
Total contributions	700	318	-	-	20	-	-	1,038	-

Under the *Environmental Planning and Assessment Act 1979*, Council has significant obligations to provide Section 7.11 (contributions towards provision or improvement of amenities or services) infrastructure in new release areas. It is possible that the funds contributed may be less than the cost of this infrastructure, requiring Council to borrow or use general revenue to fund the difference.

G4-2 Developer contributions by plan

	Opening balance at 1 July 2022 \$ '000	Contributions received during the year		Non-cash Other \$ '000	Interest and investment income earned \$ '000	Amounts expended \$ '000	Internal borrowings \$ '000	Held as restricted asset at 30 June 2023 \$ '000	Cumulative balance of internal borrowings (to)/from \$ '000
CONTRIBUTION PLAN 1									
Development Contribution Plan	208	171	-	-	6	-	-	385	-
Service Plan # 2	492	147	-	-	14	-	-	653	-
Total	700	318	-	-	20	-	-	1,038	-

G5 Statement of performance measures

G5-1 Statement of performance measures – consolidated results

\$ '000	Amounts 2023	Indicator 2023	Indicators 2022 2021		Benchmark
1. Operating performance ratio					
Total continuing operating revenue excluding capital grants and contributions less operating expenses ^{1,2}	3,997	10.69%	8.62%	2.39%	> 0.00%
Total continuing operating revenue excluding capital grants and contributions ¹	37,382				
2. Own source operating revenue ratio					
Total continuing operating revenue excluding all grants and contributions ¹	20,858	38.29%	50.06%	44.97%	> 60.00%
Total continuing operating revenue ¹	54,475				
3. Unrestricted current ratio					
Current assets less all external restrictions	24,619	3.89x	4.76x	3.79x	> 1.50x
Current liabilities less specific purpose liabilities	6,328				
4. Debt service cover ratio					
Operating result before capital excluding interest and depreciation/impairment/amortisation ¹	13,649	11.65x	12.36x	14.41x	> 2.00x
Principal repayments (Statement of Cash Flows) plus borrowing costs (Income Statement)	1,172				
5. Rates and annual charges outstanding percentage					
Rates and annual charges outstanding	1,394	12.34%	12.86%	12.95%	< 10.00%
Rates and annual charges collectable	11,297				
6. Cash expense cover ratio					
Current year's cash and cash equivalents plus all term deposits	51,211	22.30	20.95	20.14	> 3.00
Monthly payments from cash flow of operating and financing activities	2,296	months	months	months	months

(1) Excludes fair value increments on investment properties, reversal of revaluation decrements, reversal of impairment losses on receivables, net gain on sale of assets and net share of interests in joint ventures and associates using the equity method and includes pensioner rate subsidies

(2) Excludes impairment/revaluation decrements of IPPE, fair value decrements on investment properties, net loss on disposal of assets and net loss on share of interests in joint ventures and associates using the equity method

G5-2 Statement of performance measures by fund

\$ '000	General Indicators ³		Water Indicators		Sewer Indicators		Benchmark
	2023	2022	2023	2022	2023	2022	
1. Operating performance ratio							
Total continuing operating revenue excluding capital grants and contributions less operating expenses ^{1,2}							
Total continuing operating revenue excluding capital grants and contributions ¹	9.80%	5.60%	9.34%	26.60%	27.54%	24.10%	> 0.00%
2. Own source operating revenue ratio							
Total continuing operating revenue excluding capital grants and contributions ¹							
Total continuing operating revenue ¹	33.59%	43.80%	70.31%	96.91%	62.46%	83.49%	> 60.00%
3. Unrestricted current ratio							
Current assets less all external restrictions							
Current liabilities less specific purpose liabilities	3.89x	4.76x	∞	∞	49.40x	65.20x	> 1.50x
4. Debt service cover ratio							
Operating result before capital excluding interest and depreciation/impairment/amortisation ¹							
Principal repayments (Statement of Cash Flows) plus borrowing costs (Income Statement)	9.55x	9.55x	∞	∞	111.83x	93.38x	> 2.00x
5. Rates and annual charges outstanding percentage							
Rates and annual charges outstanding							
Rates and annual charges collectable	7.48%	7.45%	36.83%	40.74%	15.81%	16.49%	< 10.00%
6. Cash expense cover ratio							
Current year's cash and cash equivalents plus all term deposits							
Monthly payments from cash flow of operating and financing activities	16.70	15.34	76.67	75.81	83.58	75.97	> 3.00
	months	months	months	months	months	months	months

(1) - (2) Refer to Note G6-1 above.

(3) General fund refers to all of Council's activities except for its water and sewer activities which are listed separately.

End of the audited financial statements

H Additional Council disclosures (unaudited)

H1-1 Financial review

Key financial figures of Council over the past 5 years

	2023 \$ '000	2022 \$ '000	2021 \$ '000	2020 \$ '000	2019 \$ '000
Inflows:					
Rates and annual charges revenue	9,755	9,529	9,164	8,822	8,635
User charges revenue	8,807	9,600	7,582	7,798	5,422
Interest and investment revenue (losses)	1,706	280	245	586	886
Grants income – operating and capital	32,703	20,828	22,088	18,463	10,992
Total income from continuing operations	54,578	41,855	40,306	36,921	33,994
Sale proceeds from IPPE	164	272	314	279	440
New loan borrowings and advances	1,000	2,400	2,000	–	–
Outflows:					
Employee benefits and on-cost expenses	9,964	9,665	8,792	8,790	9,280
Borrowing costs	343	316	375	206	216
Materials and contracts expenses	13,118	11,235	9,553	10,623	5,464
Total expenses from continuing operations	33,463	30,478	27,985	29,286	27,534
Total cash purchases of IPPE	20,539	15,577	18,280	15,711	11,288
Total loan repayments (incl. finance leases)	829	625	273	245	240
Operating surplus/(deficit) (excl. capital income)	4,022	2,662	597	(665)	(84)
Financial position figures					
Current assets	57,431	48,634	42,700	34,656	34,146
Current liabilities	16,892	12,009	11,985	7,385	4,381
Net current assets	40,539	36,625	30,715	27,271	29,765
Available working capital (Unrestricted net current assets)	4,440	6,670	4,675	4,813	5,474
Cash and investments – unrestricted	4,007	6,523	5,284	4,337	4,633
Cash and investments – internal restrictions	15,897	14,089	10,928	10,583	11,199
Cash and investments – total	51,211	43,708	38,393	28,418	30,327
Total borrowings outstanding (loans, advances and finance leases)	7,967	7,796	6,021	4,294	4,539
Total value of IPPE (excl. land and earthworks)	595,375	551,096	497,778	473,938	447,222
Total accumulated depreciation	283,187	263,169	245,423	234,023	223,148
Indicative remaining useful life (as a % of GBV)	52%	52%	51%	51%	50%

Source: published audited financial statements of Council (current year and prior year)

H1-2 Council information and contact details

Principal place of business:

26-28 Adelaide Street
Wentworth NSW 2648

Contact details**Mailing Address:**

PO Box 81
Wentworth NSW 2648

Telephone: 03 5027 5027

Facsimile: 03 5027 5000

Opening hours:

8:30am - 5:00pm
Monday to Friday

Internet: www.wentworth.nsw.gov.au

Email: council@wentworth.nsw.gov.au

Officers**General Manager**

Ken Ross

Responsible Accounting Officer

Simon Rule

Public Officer

Simon Rule

Auditors

Audit Office of NSW
Darling Park Tower 2, Level 19
201 Sussex Street
Sydney NSW 2000

Elected members**MAYOR**

Tim Elstone

COUNCILLORS

Brian Beaumont
Steve Cooper
Peter Crisp
Tim Elstone
Steve Heywood
Daniel Linklater
Jane MacAllister
Susan Nichols
Jo Rodda

Other information

ABN: 96 283 886 815

Wentworth Shire Council

General Purpose Financial Statements

for the year ended 30 June 2023

Independent Auditor's Reports:

On the Financial Statements (Sect 417 [2])

Independent Auditor's Report

Please uplift Council's Audit Report PDF (opinion) for inclusion in the GPFS report (via the Home screen).

Wentworth Shire Council

General Purpose Financial Statements

for the year ended 30 June 2023

Independent Auditor's Reports: (continued)

On the Financial Statements (Sect 417 [3])

Independent Auditor's Report

Please uplift Council's Audit Report PDF (commentary) for inclusion in the GPFS report (via the Home screen).

Wentworth Shire Council

SPECIAL PURPOSE FINANCIAL STATEMENTS for the year ended 30 June 2023



Wentworth Shire Council

Special Purpose Financial Statements

for the year ended 30 June 2023

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Income Statement of sewerage business activity	5
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Background

- i. These Special Purpose Financial Statements have been prepared for the use by both Council and the Office of Local Government in fulfilling their requirements under National Competition Policy.
- ii. The principle of competitive neutrality is based on the concept of a 'level playing field' between persons/entities competing in a market place, particularly between private and public sector competitors.

Essentially, the principle is that government businesses, whether Commonwealth, state or local, should operate without net competitive advantages over other businesses as a result of their public ownership.

- iii. For Council, the principle of competitive neutrality and public reporting applies only to declared business activities.

These include **(a)** those activities classified by the Australian Bureau of Statistics as business activities being water supply, sewerage services, abattoirs, gas production and reticulation, and **(b)** those activities with a turnover of more than \$2 million that Council has formally declared as a business activity (defined as Category 1 activities).

- iv. In preparing these financial statements for Council's self-classified Category 1 businesses and ABS-defined activities, councils must **(a)** adopt a corporatisation model and **(b)** apply full cost attribution including tax-equivalent regime payments and debt guarantee fees (where the business benefits from Council's borrowing position by comparison with commercial rates).

Wentworth Shire Council

Special Purpose Financial Statements

for the year ended 30 June 2023

Statement by Councillors and Management made pursuant to the Local Government Code of Accounting Practice and Financial Reporting

The attached special purpose financial statements have been prepared in accordance with:

- NSW Government Policy Statement, *Application of National Competition Policy to Local Government*
- Division of Local Government Guidelines, *Pricing and Costing for Council Businesses: A Guide to Competitive Neutrality*
- The Local Government Code of Accounting Practice and Financial Reporting
- Sections 3 and 4 of the NSW Department of Planning and Environment, *Water's Regulatory and assurance framework for local water utilities*.

To the best of our knowledge and belief, these statements:

- present fairly the operating result and financial position for each of Council's declared business activities for the year,
- accord with Council's accounting and other records; and
- present overhead reallocation charges to the water and sewerage businesses as fair and reasonable.

We are not aware of any matter that would render these statements false or misleading in any way.

Signed in accordance with a resolution of Council made on 18 October 2023.

Daniel Linklater

Mayor

18 October 2023

Susan Nichols

Deputy Mayor

18 October 2023

Ken Ross

General Manager

18 October 2023

Simon Rule

Responsible Accounting Officer

18 October 2023

Wentworth Shire Council | Income Statement of water supply business activity | for the year ended 30 June 2023

Wentworth Shire Council

Income Statement of water supply business activity
for the year ended 30 June 2023

	2023 \$ '000	2022 \$ '000
Income from continuing operations		
Access charges	1,352	1,301
User charges	1,342	1,470
Fees	94	102
Interest and investment income	353	72
Grants and contributions provided for operating purposes	18	18
Other income	1	9
Total income from continuing operations	3,160	2,972
Expenses from continuing operations		
Employee benefits and on-costs	687	595
Materials and services	1,168	979
Depreciation, amortisation and impairment	937	712
Water purchase charges	6	5
Other expenses	67	76
Total expenses from continuing operations	2,865	2,367
Surplus (deficit) from continuing operations before capital amounts	295	605
Grants and contributions provided for capital purposes	1,309	356
Surplus (deficit) from continuing operations after capital amounts	1,604	961
Surplus (deficit) from all operations before tax	1,604	961
Less: corporate taxation equivalent (25%) [based on result before capital]	(74)	(151)
Surplus (deficit) after tax	1,530	810
Plus accumulated surplus	21,602	20,640
Plus adjustments for amounts unpaid:		
– Corporate taxation equivalent	74	151
Closing accumulated surplus	23,206	21,601
Return on capital %	0.7%	1.6%
Subsidy from Council	1,405	–
Calculation of dividend payable:		
Surplus (deficit) after tax	1,530	810
Less: capital grants and contributions (excluding developer contributions)	(1,309)	(253)
Surplus for dividend calculation purposes	221	557
Potential dividend calculated from surplus	111	279

Wentworth Shire Council | Income Statement of sewerage business activity | for the year ended 30 June 2023

Wentworth Shire Council

Income Statement of sewerage business activity
for the year ended 30 June 2023

	2023 \$ '000	2022 \$ '000
Income from continuing operations		
Access charges	1,822	1,746
Interest and investment income	163	33
Grants and contributions provided for operating purposes	16	17
Other income	–	1
Total income from continuing operations	2,001	1,797
Expenses from continuing operations		
Employee benefits and on-costs	171	208
Borrowing costs	12	13
Materials and services	399	307
Depreciation, amortisation and impairment	779	768
Other expenses	89	68
Total expenses from continuing operations	1,450	1,364
Surplus (deficit) from continuing operations before capital amounts	551	433
Grants and contributions provided for capital purposes	1,177	335
Surplus (deficit) from continuing operations after capital amounts	1,728	768
Surplus (deficit) from all operations before tax	1,728	768
Less: corporate taxation equivalent (25%) [based on result before capital]	(138)	(108)
Surplus (deficit) after tax	1,590	660
Plus accumulated surplus	8,357	7,589
Plus adjustments for amounts unpaid:		
– Corporate taxation equivalent	138	109
Closing accumulated surplus	10,085	8,358
Return on capital %	1.8%	1.5%
Subsidy from Council	705	–
Calculation of dividend payable:		
Surplus (deficit) after tax	1,590	660
Less: capital grants and contributions (excluding developer contributions)	(1,177)	–
Surplus for dividend calculation purposes	413	660
Potential dividend calculated from surplus	207	330

Wentworth Shire Council | Statement of Financial Position of water supply business activity | for the year ended 30 June 2023

Wentworth Shire Council

Statement of Financial Position of water supply business activity

as at 30 June 2023

	2023 \$ '000	2022 \$ '000
ASSETS		
Current assets		
Cash and cash equivalents	11,162	10,456
Receivables	1,126	1,200
Total current assets	12,288	11,656
Non-current assets		
Infrastructure, property, plant and equipment	42,284	38,501
Total non-current assets	42,284	38,501
Total assets	54,572	50,157
Net assets	54,572	50,157
EQUITY		
Accumulated surplus	23,206	21,601
Revaluation reserves	31,365	28,556
Total equity	54,571	50,157

Wentworth Shire Council | Statement of Financial Position of sewerage business activity | for the year ended 30 June 2023

Wentworth Shire Council

Statement of Financial Position of sewerage business activity

as at 30 June 2023

	2023 \$ '000	2022 \$ '000
ASSETS		
Current assets		
Cash and cash equivalents	5,154	4,210
Receivables	379	354
Total current assets	5,533	4,564
Non-current assets		
Infrastructure, property, plant and equipment	31,537	28,891
Total non-current assets	31,537	28,891
Total assets	37,070	33,455
LIABILITIES		
Current liabilities		
Payables	40	–
Borrowings	72	70
Total current liabilities	112	70
Non-current liabilities		
Borrowings	539	611
Total non-current liabilities	539	611
Total liabilities	651	681
Net assets	36,419	32,774
EQUITY		
Accumulated surplus	10,085	8,358
Revaluation reserves	26,334	24,416
Total equity	36,419	32,774

Note – Significant Accounting Policies

A statement summarising the supplemental accounting policies adopted in the preparation of the special purpose financial statements (SPFS) for National Competition Policy (NCP) reporting purposes follows.

These financial statements are SPFS prepared for use by Council and the Office of Local Government. For the purposes of these statements, the Council is a non-reporting not-for-profit entity.

The figures presented in these special purpose financial statements have been prepared in accordance with the recognition and measurement criteria of relevant Australian Accounting Standards, other authoritative pronouncements of the Australian Accounting Standards Board (AASB) and Australian Accounting Interpretations.

The disclosures in these special purpose financial statements have been prepared in accordance with the *Local Government Act 1993* (Act), the *Local Government (General) Regulation 2021* (Regulation) and the Local Government Code of Accounting Practice and Financial Reporting.

The statements are prepared on an accruals basis. They are based on historic costs and do not take into account changing money values or, except where specifically stated, fair value of non-current assets. Certain taxes and other costs, appropriately described, have been imputed for the purposes of the National Competition Policy.

The Statement of Financial Position includes notional assets/liabilities receivable from/payable to Council's general fund. These balances reflect a notional intra-entity funding arrangement with the declared business activities.

National Competition Policy

Council has adopted the principle of 'competitive neutrality' in its business activities as part of the National Competition Policy which is being applied throughout Australia at all levels of government. The framework for its application is set out in the June 1996 NSW Government Policy statement titled 'Application of National Competition Policy to Local Government'. *The Pricing and Costing for Council Businesses – A Guide to Competitive Neutrality* issued by the Office of Local Government in July 1997 has also been adopted.

The pricing and costing guidelines outline the process for identifying and allocating costs to activities and provide a standard for disclosure requirements. These disclosures are reflected in Council's pricing and/or financial reporting systems and include taxation equivalents, Council subsidies, and returns on investments (rate of return and dividends paid).

Declared business activities

In accordance with Pricing and Costing for Council Businesses – A Guide to Competitive Neutrality, Council has declared that the following are to be considered as business activities:

Category 1

(where gross operating turnover is over \$2 million)

a. Wentworth Shire Council Combined Water Supplies

Comprising the whole of the operations and net assets of Council's water supply activities servicing the towns of Wentworth, Dareton, Gol Gol, Pooncarie and Buronga, which is established as a separate Special Rate Fund.

b. Wentworth Shire Council Combined Sewerage Service

Comprising the whole of the operations and net assets of Council's sewerage reticulation and treatment activities servicing the towns of Wentworth, Dareton, Gol Gol, Pooncarie and Buronga, which is established as a Special Rate Fund.

Category 2

(where gross operating turnover is less than \$2 million)

Nil

Taxation equivalent charges

Council is liable to pay various taxes and financial duties. Where this is the case, they are disclosed as a cost of operations just like all other costs.

However, where Council does not pay some taxes which are generally paid by private sector businesses, such as income tax, these equivalent tax payments have been applied to all Council-nominated business activities and are reflected in Special Purpose Financial Statements.

Note – Significant Accounting Policies (continued)

For the purposes of disclosing comparative information relevant to the private sector equivalent, the following taxation equivalents have been applied to all Council-nominated business activities (this does not include Council's non-business activities):

Notional rate applied (%)

Corporate income tax rate – **25%**

Land tax – the first \$755,000 of combined land values attracts **0%**. For the combined land values in excess of \$755,000 up to \$4,616,000 the rate is **1.6% + \$100**. For the remaining combined land value that exceeds \$4,616,000 a premium marginal rate of **2.0%** applies.

Payroll tax – **4.85%** on the value of taxable salaries and wages in excess of \$1,200,000.

In accordance with the Department of Industry (DoI) – Water guidelines, a payment for the amount calculated as the annual tax equivalent charges (excluding income tax) must be paid from water supply and sewerage business activities.

The payment of taxation equivalent charges, referred to in the DoI – Water guidelines as a 'dividend for taxation equivalent', may be applied for any purpose allowed under the *Local Government Act, 1993*.

Achievement of substantial compliance to the DoI – Water guidelines is not a prerequisite for the payment of the tax equivalent charges, however the payment must not exceed \$3 per assessment.

Income tax

An income tax equivalent has been applied on the profits of the business activities.

Whilst income tax is not a specific cost for the purpose of pricing a good or service, it needs to be taken into account in terms of assessing the rate of return required on capital invested.

Accordingly, the return on capital invested is set at a pre-tax level - gain/(loss) from ordinary activities before capital amounts, as would be applied by a private sector competitor. That is, it should include a provision equivalent to the corporate income tax rate, currently 25%.

Income tax is only applied where a gain/ (loss) from ordinary activities before capital amounts has been achieved.

Since the taxation equivalent is notional – that is, it is payable to Council as the 'owner' of business operations - it represents an internal payment and has no effect on the operations of the Council. Accordingly, there is no need for disclosure of internal charges in the SPFS.

The rate applied of 25% is the equivalent company tax rate prevalent at reporting date. No adjustments have been made for variations that have occurred during the year.

Local government rates and charges

A calculation of the equivalent rates and charges for all Category 1 businesses has been applied to all assets owned, or exclusively used by the business activity.

Loan and debt guarantee fees

The debt guarantee fee is designed to ensure that Council business activities face 'true' commercial borrowing costs in line with private sector competitors. In order to calculate a debt guarantee fee, Council has determined what the differential borrowing rate would have been between the commercial rate and Council's borrowing rate for its business activities.

(i) Subsidies

Government policy requires that subsidies provided to customers, and the funding of those subsidies, must be explicitly disclosed. Subsidies occur where Council provides services on a less than cost recovery basis. This option is exercised on a range of services in order for Council to meet its community service obligations. The overall effect of subsidies is contained within the Income Statements of business activities.

(ii) Return on investments (rate of return)

The NCP policy statement requires that councils with Category 1 businesses 'would be expected to generate a return on capital funds employed that is comparable to rates of return for private businesses operating in a similar field'.

Note – Significant Accounting Policies (continued)

Such funds are subsequently available for meeting commitments or financing future investment strategies.

The actual rate of return achieved by each business activity is disclosed at the foot of each respective Income Statement.

The rate of return is calculated as follows:

Operating result before capital income + interest expense

Written down value of I,PP&E as at 30 June

As a minimum, business activities should generate a return equal to the Commonwealth 10 year bond rate which is 3.66% at 30/6/23.

(iii) Dividends

Council is not required to pay dividends to either itself (as owner of a range of businesses) or to any external entities.

Local government water supply and sewerage businesses are permitted to pay an annual dividend from its water supply or sewerage business surplus.

Each dividend must be calculated and approved in accordance with the Department of Industry – Water guidelines and must not exceed:

- 50% of this surplus in any one year, or
- the number of water supply or sewerage assessments at 30 June 2023 multiplied by \$30 (less the payment for tax equivalent charges, not exceeding \$3 per assessment).

In accordance with the Department of Industry – Water guidelines a Dividend Payment form, Statement of Compliance, Unqualified Independent Financial Audit Report and Compliance Audit Report are required to be submitted to the Department of Industry – Water.

Wentworth Shire Council

Special Purpose Financial Statements for the year ended 30 June 2023

Wentworth Shire Council

SPECIAL SCHEDULES
for the year ended 30 June 2023



Wentworth Shire Council

Special Schedules

for the year ended 30 June 2023

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Special Schedules:	
Permissible income for general rates	3
Report on infrastructure assets as at 30 June 2023	5

Background

These Special Schedules have been designed to meet the requirements of special purpose users such as:

- the NSW Grants Commission
- the Australian Bureau of Statistics (ABS)
- the NSW Office of Water (NOW), and
- the Office of Local Government (OLG)

The financial data is collected for various uses including:

- the allocation of Financial Assistance Grants,
- the incorporation of Local Government financial figures in national statistics,
- the monitoring of loan approvals
- the allocation of borrowing rights, and
- the monitoring of the financial activities of specific services

Wentworth Shire Council | Permissible income for general rates | for the year ended 30 June 2023

Wentworth Shire Council

Permissible income for general rates

	Notes	Calculation 2022/23 \$ '000	Calculation 2023/24 \$ '000
Notional general income calculation ¹			
Last year notional general income yield	a	5,673	5,723
Plus or minus adjustments ²	b	96	69
Notional general income	c = a + b	5,769	5,792
Permissible income calculation			
Or rate peg percentage	e	0.70%	3.70%
Or plus rate peg amount	i = e x (c + g)	40	214
Sub-total	k = (c + g + h + i + j)	5,809	6,006
Plus (or minus) last year's carry forward total	l	3	89
Sub-total	n = (l + m)	3	89
Total permissible income	o = k + n	5,812	6,095
Less notional general income yield	p	5,723	6,039
Catch-up or (excess) result	q = o - p	89	57
Carry forward to next year ³	t = q + r + s	89	57

Notes

- (1) The notional general income will not reconcile with rate income in the financial statements in the corresponding year. The statements are reported on an accrual accounting basis which include amounts that relate to prior years' rates income.
- (2) Adjustments account for changes in the number of assessments and any increase or decrease in land value occurring during the year. The adjustments are called 'supplementary valuations' as defined in the *Valuation of Land Act 1916 (NSW)*.
- (3) Carry forward amounts which are in excess (an amount that exceeds the permissible income) require Ministerial approval by order published in the NSW Government Gazette in accordance with section 512 of the Local Government Act 1993. The OLG will extract these amounts from Council's Permissible income for general rates Statement in the financial data return (FDR) to administer this process.

Permissible income for general rates

Permissible income for general rates: PLUS PDF inserted here

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Wentworth Shire Council | Report on infrastructure assets as at 30 June 2023 | for the year ended 30 June 2023

Wentworth Shire Council

Report on infrastructure assets as at 30 June 2023

Asset Class	Asset Category	Estimated cost to bring assets to satisfactory standard		Estimated cost to bring to the agreed level of service set by Council		2022/23 Actual maintenance	Net carrying replacement amount	Gross replacement cost (GRC)	Assets in condition as a percentage of gross replacement cost				
		\$ '000	\$ '000	\$ '000	\$ '000				1	2	3	4	5
Buildings	Buildings	27,725	27,725	27,725	338	408	36,404	81,554	47.0%	8.0%	11.0%	32.0%	2.0%
	Sub-total	27,725	27,725	27,725	338	408	36,404	81,554	47.0%	8.0%	11.0%	32.0%	2.0%
Other structures	Other structures	2,267	2,267	2,267	8	12	4,537	7,085	11.0%	21.0%	36.0%	18.0%	14.0%
	Sub-total	2,267	2,267	2,267	8	12	4,537	7,085	11.0%	21.0%	36.0%	18.0%	14.0%
Roads	Sealed roads	4,629	4,629	4,629	913	823	109,549	231,448	41.0%	49.0%	8.0%	1.0%	1.0%
	Unsealed roads	1,861	1,861	1,861	1,415	848	3,389	7,158	9.0%	42.0%	23.0%	14.0%	12.0%
	Bridges	148	148	148	9	—	7,870	14,825	44.0%	54.0%	1.0%	1.0%	0.0%
	Footpaths	—	—	—	184	92	4,299	8,322	58.0%	39.0%	3.0%	0.0%	0.0%
	Bulk earthworks	—	—	—	—	—	—	224,374	100.0%	0.0%	0.0%	0.0%	0.0%
	Sub-total	6,638	6,638	6,638	2,521	1,763	349,477	486,127	68.1%	26.3%	4.2%	0.7%	0.7%
Water supply network	Water supply network	16,747	16,747	16,747	525	621	40,197	76,122	9.0%	58.0%	19.0%	10.0%	4.0%
	Sub-total	16,747	16,747	16,747	525	621	40,215	76,122	9.0%	58.0%	19.0%	10.0%	4.0%
Sewerage network	Sewerage network	7,781	7,781	7,781	169	248	30,123	51,871	28.0%	44.0%	13.0%	6.0%	9.0%
	Sub-total	7,781	7,781	7,781	169	248	30,123	51,871	28.0%	44.0%	13.0%	6.0%	9.0%
Stormwater drainage	Stormwater drainage	2,863	2,863	2,863	56	13	19,054	31,815	30.0%	29.0%	32.0%	7.0%	2.0%
	Sub-total	2,863	2,863	2,863	56	13	19,054	31,815	30.0%	29.0%	32.0%	7.0%	2.0%
Open space / recreational assets	Swimming pools	—	—	—	65	73	1,910	3,335	0.0%	76.0%	24.0%	0.0%	0.0%
	Playgrounds	540	540	540	21	11	588	1,422	17.0%	15.0%	30.0%	30.0%	8.0%
	Sub-total	540	540	540	86	84	2,498	4,757	5.1%	57.8%	25.8%	9.0%	2.3%

Wentworth Shire Council | Report on infrastructure assets as at 30 June 2023 | for the year ended 30 June 2023

Wentworth Shire Council

Report on infrastructure assets as at 30 June 2023 (continued)

Asset Class	Asset Category	Estimated cost to bring assets to satisfactory standard		Estimated cost to bring to the agreed level of service set by Council		2022/23 Actual maintenance	Net carrying replacement amount	Gross (GRC)	Assets in condition as a percentage of gross replacement cost				
		\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	\$ '000	1	2	3	4	5
Other infrastructure assets	Weir, Wharf Banks	812	812	812	21	4	12,365	16,237	35.0%	55.0%	5.0%	5.0%	0.0%
	Sub-total	812	812	812	21	4	12,365	16,237	35.0%	55.0%	5.0%	5.0%	0.0%
	Total – all assets	65,373	65,373	65,373	3,724	3,153	494,673	755,568	53.9%	29.6%	8.7%	6.0%	1.8%

(a) Required maintenance is the amount identified in Council's asset management plans.

Infrastructure asset condition assessment 'key'

#	Condition	Integrated planning and reporting (IP&R) description
1	Excellent/very good	No work required (normal maintenance)
2	Good	Only minor maintenance work required
3	Satisfactory	Maintenance work required
4	Poor	Renewal required
5	Very poor	Urgent renewal/upgrading required

Wentworth Shire Council | Report on infrastructure assets as at 30 June 2023 | for the year ended 30 June 2023

Wentworth Shire Council

Report on infrastructure assets as at 30 June 2023

Infrastructure asset performance indicators (consolidated) *

\$ '000	Amounts 2023	Indicator 2023	Indicators 2022 2021		Benchmark
Buildings and infrastructure renewals ratio					
Asset renewals ¹	—	0.00%	162.10%	203.92%	> 100.00%
Depreciation, amortisation and impairment	9,783				
Infrastructure backlog ratio					
Estimated cost to bring assets to a satisfactory standard	65,373	12.77%	10.50%	5.31%	< 2.00%
Net carrying amount of infrastructure assets	511,759				
Asset maintenance ratio					
Actual asset maintenance	3,153	84.67%	99.10%	80.19%	> 100.00%
Required asset maintenance	3,724				
Cost to bring assets to agreed service level					
Estimated cost to bring assets to an agreed service level set by Council	65,373	8.65%	7.02%	3.41%	
Gross replacement cost	755,568				

(*) All asset performance indicators are calculated using classes identified in the previous table.

(1) Asset renewals represent the replacement and/or refurbishment of existing assets to an equivalent capacity/performance as opposed to the acquisition of new assets (or the refurbishment of old assets) that increases capacity/performance.

Wentworth Shire Council | Report on infrastructure assets as at 30 June 2023 | for the year ended 30 June 2023

Wentworth Shire Council

Report on infrastructure assets as at 30 June 2023

Infrastructure asset performance indicators (by fund)

	General fund		Water fund		Sewer fund		Benchmark
	2023	2022	2023	2022	2023	2022	
Buildings and infrastructure renewals ratio							
Asset renewals ¹							
Depreciation, amortisation and impairment	0.00%	184.80%	0.00%	72.54%	0.00%	89.97%	> 100.00%
Infrastructure backlog ratio							
Estimated cost to bring assets to a satisfactory standard	9.25%	4.87%	41.64%	56.03%	25.83%	35.07%	< 2.00%
Net carrying amount of infrastructure assets							
Asset maintenance ratio							
Actual asset maintenance	75.38%	96.93%	118.29%	126.18%	146.75%	71.11%	> 100.00%
Required asset maintenance							
Cost to bring assets to agreed service level							
Estimated cost to bring assets to an agreed service level set by Council	6.51%	3.37%	22.00%	30.00%	15.00%	19.90%	
Gross replacement cost							

⁽¹⁾ Asset renewals represent the replacement and/or refurbishment of existing assets to an equivalent capacity/performance as opposed to the acquisition of new assets (or the refurbishment of old assets) that increases capacity/performance.

9.9 POONCARIE TELECOMMUNICATIONS TOWER LEASE

File Number: RPT/23/619

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Simon Rule - Director Finance and Policy

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

Strategy: 1.3 High quality connectivity across the region

Summary

In early 2021 Council was approached by a representative of Telstra requesting a renewal of the 20 year lease to occupy the telecommunications tower at Pooncarie.

The matter was considered by Council at the April 2021 Ordinary Council meeting, where Council resolved to offer a new lease.

A new 20 year lease has been finalised and is ready to be executed by Council.

Recommendation

That Council delegates authority to the Mayor, Deputy Mayor and the General Manager to sign the lease and affix the Council Seal.

Detailed Report

Purpose

The purpose of this report is to seek a resolution from Council to sign and affix the Council seal to the new Pooncarie Telecommunications Tower Lease.

Background

In early 2021 Council was approached by a representative of Telstra requesting a renewal of the 20 year lease to occupy the telecommunications tower at Pooncarie.

The matter was considered by Council at the April 2021 Ordinary Council meeting, where Council resolved to offer a new lease.





Matters under consideration

As mentioned in the Council report of April 2021 a final version of the new lease will be provided to Council for approval and execution by the Mayor, Deputy Mayor and the General Manager.

Conclusion

A new 20 year lease has been finalised and is ready to be executed by Council.

Attachments

1. Lease 1 [↓](#) 
2. Lease 2 [↓](#) 
3. Lease 3 [↓](#) 
4. Lease 4 [↓](#) 



LAND LEASE

(New South Wales)

**Property: 28 Mallara Street Pooncarie NSW 2648
(Pooncarie Exchange and RT (NSW))**

Wentworth Shire Council
ABN 96 283 886 815

Amplitel Pty Limited
ACN 648 133 073

Form: 07L
Edition: 4.5

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

(B) **LODGED BY**

Document
Collection
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers
Level 14, 60 Martin Place
SYDNEY NSW 2000
Email: abanerjee@tglaw.com.au
Reference: AB:MJL: 5084987

CODE

L

(C) **LESSOR**

WENTWORTH SHIRE COUNCIL ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): Not Applicable.

(E) **LESSEE**

AMPLITEL PTY LIMITED ACN 648 133 073

(F)

TENANCY:

G) 1. **TERM: FIVE (5) YEARS**

2. **COMMENCING DATE: 1 JULY 2021**

3. **TERMINATING DATE: 31 AUGUST 2026**

4. With three **OPTIONS TO RENEW** for a period of **N.A.** set out in **N.A.**

5. With an **OPTION TO PURCHASE** set out in **N.A.** of **N.A.**

6. Together with and reserving the **RIGHTS** set out in clause **N.A.** of **N.A.**

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **N.A.** No. **N.A.**

9. The **RENT** is set out in **ITEM No. 8** of the **REFERENCE SCHEDULE** to **ANNEXURE A**.

DocuSigned by:

Wai Fan Stella Tung

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Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

I) STATUTORY DECLARATION *

I _____

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to _____ in expired lease No. _____ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of _____ on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor☐ Other qualified witness: _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was _____ [Omit ID No.].

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to Lease of Land dated

Parties:

Wentworth Shire Council ABN 96 283 886 815 (**Lessor**)

and

Amplitel Pty Limited ACN 648 133 073 (**Lessee**)

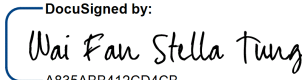
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Reference Schedule

Item 1	Lessor:	<p>Name: Wentworth Shire Council ABN 96 283 886 815</p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: Amplitel Pty Limited as trustee for the Towers Business Operating Trust</p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2021
Item 7	Terminating Date:	31 August 2026
Item 8	Rent:	\$4,142.00 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 2.0% during the Term and any Further Terms.

1 Interpretations

1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

Act means the *Telecommunications Act 1997* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Commencement Date means the date specified in Item 6.

Consumer Price Index means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

Current CPI means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

Emergency means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

Facility means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

Financial Year means the 12 months period ending on 30 June in each year.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Item means an item in the Reference Schedule.

Land means the Land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Liability Cap means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

Network means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

Permitted Mortgage means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

Permitted Mortgagee means the mortgagee from time to time under a Permitted Mortgage.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Previous CPI means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

PPS Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the Reference Schedule to this Lease.

Related Body Corporate means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8, as varied on any Review Date under this Lease.

Requirements means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Review Date means each anniversary of the Commencement Date during the Term and any Further Terms.

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

Subsequent Lease means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

State means the State or Territory of Australia in which the Premises is situated.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

2 Term of Lease

2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

3 Payments

3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

3.3 Costs of Lease

- (a) The Lessee will contribute up to \$5,000.00 (plus any GST) towards the Lessor's reasonable legal fees for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

4 Equipment

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

5 Use

5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

7 Access

7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

8 Assignment and subletting

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
 - (i) a Related Body Corporate of the Lessee;
 - (ii) a Carrier; or
 - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
 - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
 - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

9 Insurance and indemnity

9.1 Property Insurance

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

9.2 Public Liability Insurance

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

9.3 Indemnity and liability

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

9.4 Lessee's risk

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

9.5 Release of Lessor:

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

10 Lessor's covenants

10.1 Quiet enjoyment

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

10.2 Condition of Land

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

10.3 No damage

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

10.4 Safety and security procedures

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

10.5 Other occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

10.6 Consents

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

10.7 Contamination

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

10.8 Events affecting Land

- (a) The Lessor must promptly notify the Lessee if:
 - (i) the Lessor sells or otherwise disposes of its interest in the Land;
 - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
 - (iii) the Lessor changes its address for notices;
 - (iv) a Permitted Mortgage becomes enforceable; or
 - (v) a Permitted Mortgagee becomes:
 - (A) entitled to the receipt of Rent and other payments under this Lease;
 - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
 - (C) obliged to perform any of the obligations of the Lessor under this Lease.

10.9 Granting of easements and rights

- (a) The Lessor may grant an easement or other right over the Premises provided that:
 - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
 - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

11 Default and termination

11.1 Default and re-entry

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

11.2 Early surrender

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.

- (d) Not used.

11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

12 GST

12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

13 Warranties

13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
 - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
 - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
 - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
 - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
 - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
 - (ii) it is the only responsible entity or trustee of the relevant trust;
 - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
 - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
 - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

14 Miscellaneous

14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
 - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

15 Right of first refusal

15.1 Lessor cannot sell or transfer Land

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

15.2 Lessor's Offer

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

15.3 Acceptance of Lessor's Offer

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

15.4 If Lessee does not accept Lessor's Offer

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

15.5 Period to sell

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

15.6 Public auction

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

15.7 Right binds successors

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

16 No Fetter

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
 - (i) to be read down, if possible; or
 - (ii) severed from this Lease.

17 Land Tax

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

18 Work Health and Safety

- (a) The Lessee must comply with:
 - (i) the *Work Health and Safety Act 2011* (Cth); and
 - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

19 Unexpected Heritage Items

19.1 Definitions

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
 - (i) Aboriginal Objects;
 - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
 - (iii) Human Skeletal Remains.

19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
 - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
 - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
 - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
 - (A) the contents of the Archaeological Assessment;
 - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
 - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
 - (i) establish a "safe zone" around the Unexpected Heritage Item;
 - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
 - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
 - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
 - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

19.5 No application

- (a) This clause 19 will not apply to
 - (i) any or overground works; and
 - (ii) underground works undertaken to maintain or replace any
 - (A) Equipment; or
 - (B) existing cabling

20 Electronic Execution

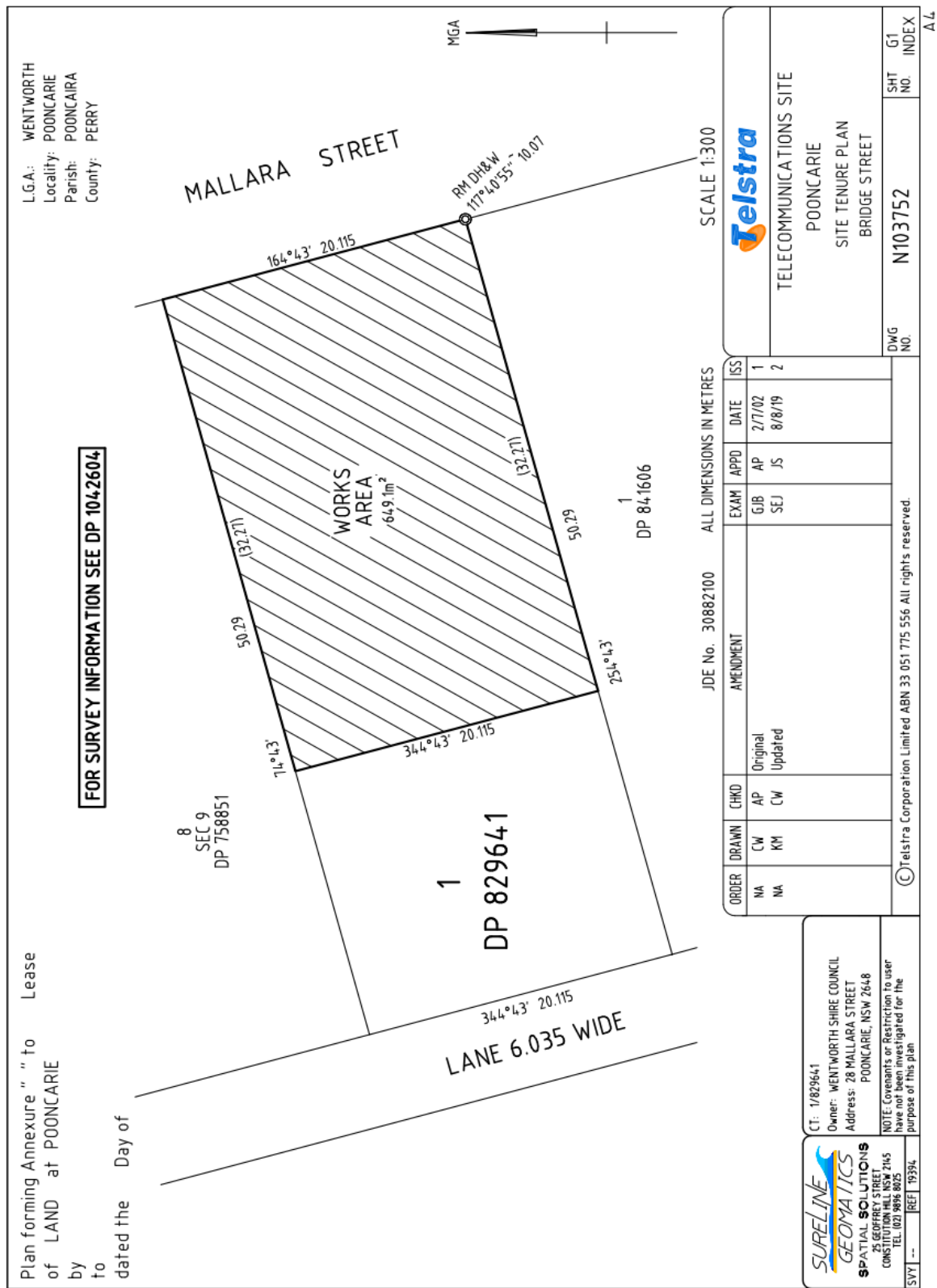
- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
 - (i) bind themselves to this document; and
 - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and

- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
 - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
 - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:

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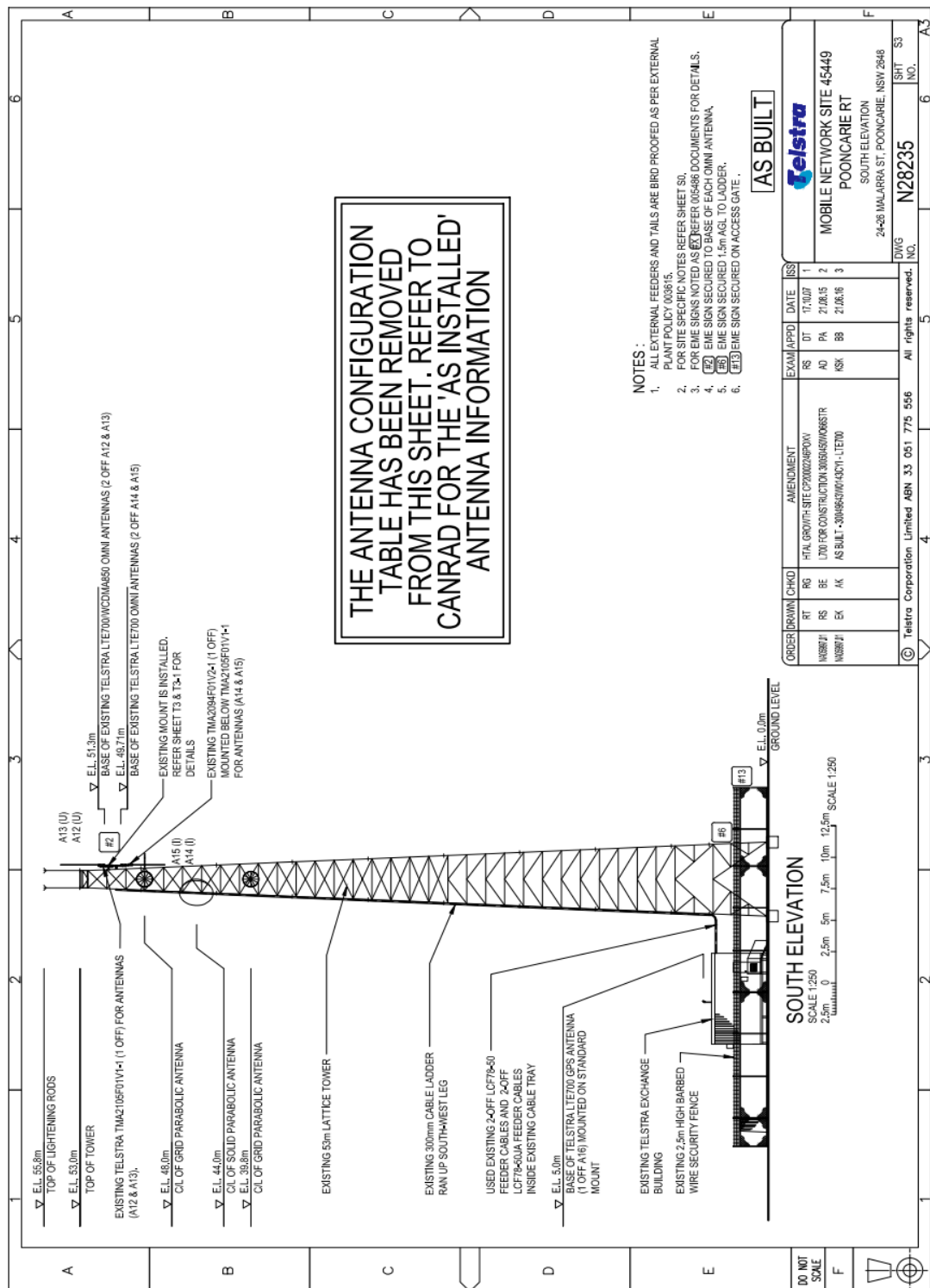
Schedule 1 – Premises Plan



DocuSigned by:

Wai Fan Stella Tung

Schedule 2 – Site Elevation Plan



—DocuSigned by:

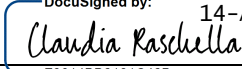
Wai Fan Stella Tung

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14-Aug-23 | 10:33:53 ACST

Schedule 3— Signing page**Executed** as a deed**Executed by Lessee**

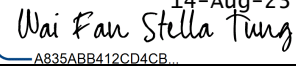
Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:

DocuSigned by: 14-Aug-23 | 10:33:58 ACST

 F8614BB2181C42B...
 Signature of witness
 Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by: 14-Aug-23 | 10:33:53 ACST

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Signature of Attorney

Wai Fan Stella Tung

Name of Attorney

Executed by Lessor

The Common seal of

WENTWORTH SHIRE COUNCIL was

affixed this _____.

In accordance with a resolution of Council at its meeting
 of

MAYOR_____
COUNCILLOR_____
GENERAL MANAGER



LAND LEASE

(New South Wales)

**Property: 28 Mallara Street Pooncarie NSW 2648
(Pooncarie Exchange and RT (NSW))**

Wentworth Shire Council
ABN 96 283 886 815

Amplitel Pty Limited
ACN 648 133 073

Form: 07L
Edition: 4.5

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

(B) **LODGED BY**

Document
Collection
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers
Level 14, 60 Martin Place
SYDNEY NSW 2000
Email: abanerjee@tglaw.com.au

Reference: AB:MJL: 5084987

CODE

L

(C) **LESSOR**

WENTWORTH SHIRE COUNCIL ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): Not Applicable.

(E) **LESSEE**

AMPLITEL PTY LIMITED ACN 648 133 073

(F)

TENANCY:

G) 1. **TERM: FIVE (5) YEARS**

2. **COMMENCING DATE: 1 JULY 2026**

3. **TERMINATING DATE: 31 AUGUST 2031**

4. With three **OPTIONS TO RENEW** for a period of **N.A.** set out in **N.A.**

5. With an **OPTION TO PURCHASE** set out in **N.A.** of **N.A.**

6. Together with and reserving the **RIGHTS** set out in clause **N.A.** of **N.A.**

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **N.A.** No. **N.A.**

9. The **RENT** is set out in **ITEM No. 8** of the **REFERENCE SCHEDULE** to **ANNEXURE A**.

DocuSigned by:

Wai Fan Stella Tung

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ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

I) STATUTORY DECLARATION *

I _____

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to _____ in expired lease No. _____ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of _____ on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor☐ Other qualified witness: _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was _____ [Omit ID No.].

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to Lease of Land dated

Parties:

Wentworth Shire Council ABN 96 283 886 815 (**Lessor**)

and

Amplitel Pty Limited ACN 648 133 073 (**Lessee**)

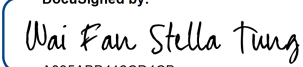
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Reference Schedule

Item 1	Lessor:	<p>Name: Wentworth Shire Council ABN 96 283 886 815</p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: Amplitel Pty Limited as trustee for the Towers Business Operating Trust</p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2026
Item 7	Terminating Date:	31 August 2031
Item 8	Rent:	\$4,573.10 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 2.0% during the Term and any Further Terms.

1 Interpretations

1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

Act means the *Telecommunications Act 1997* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Commencement Date means the date specified in Item 6.

Consumer Price Index means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

Current CPI means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

Emergency means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

Facility means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

Financial Year means the 12 months period ending on 30 June in each year.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Item means an item in the Reference Schedule.

Land means the Land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Liability Cap means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

Network means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

Permitted Mortgage means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

Permitted Mortgagee means the mortgagee from time to time under a Permitted Mortgage.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Previous CPI means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

PPS Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the Reference Schedule to this Lease.

Related Body Corporate means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8, as varied on any Review Date under this Lease.

Requirements means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Review Date means each anniversary of the Commencement Date during the Term and any Further Terms.

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

Subsequent Lease means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

State means the State or Territory of Australia in which the Premises is situated.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

2 Term of Lease

2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

3 Payments

3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

3.3 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

4 Equipment

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

5 Use

5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

7 Access

7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

8 Assignment and subletting

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
 - (i) a Related Body Corporate of the Lessee;
 - (ii) a Carrier; or
 - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
 - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
 - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

9 Insurance and indemnity

9.1 Property Insurance

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

9.2 Public Liability Insurance

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

9.3 Indemnity and liability

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

9.4 Lessee's risk

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

9.5 Release of Lessor:

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

10 Lessor's covenants

10.1 Quiet enjoyment

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

10.2 Condition of Land

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

10.3 No damage

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

10.4 Safety and security procedures

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

10.5 Other occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

10.6 Consents

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

10.7 Contamination

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

10.8 Events affecting Land

- (a) The Lessor must promptly notify the Lessee if:
 - (i) the Lessor sells or otherwise disposes of its interest in the Land;
 - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
 - (iii) the Lessor changes its address for notices;
 - (iv) a Permitted Mortgage becomes enforceable; or
 - (v) a Permitted Mortgagee becomes:
 - (A) entitled to the receipt of Rent and other payments under this Lease;
 - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
 - (C) obliged to perform any of the obligations of the Lessor under this Lease.

10.9 Granting of easements and rights

- (a) The Lessor may grant an easement or other right over the Premises provided that:
 - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
 - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

11 Default and termination

11.1 Default and re-entry

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

11.2 Early surrender

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.

- (d) Not used.

11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

12 GST

12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

13 Warranties

13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
 - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
 - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
 - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
 - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
 - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
 - (ii) it is the only responsible entity or trustee of the relevant trust;
 - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
 - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
 - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

14 Miscellaneous

14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
 - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

15 Right of first refusal

15.1 Lessor cannot sell or transfer Land

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

15.2 Lessor's Offer

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

15.3 Acceptance of Lessor's Offer

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

15.4 If Lessee does not accept Lessor's Offer

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

15.5 Period to sell

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

15.6 Public auction

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

15.7 Right binds successors

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

16 No Fetter

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
 - (i) to be read down, if possible; or
 - (ii) severed from this Lease.

17 Land Tax

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

18 Work Health and Safety

- (a) The Lessee must comply with:
 - (i) the *Work Health and Safety Act 2011* (Cth); and
 - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

19 Unexpected Heritage Items

19.1 Definitions

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
 - (i) Aboriginal Objects;
 - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
 - (iii) Human Skeletal Remains.

19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
 - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
 - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
 - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
 - (A) the contents of the Archaeological Assessment;
 - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
 - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
 - (i) establish a "safe zone" around the Unexpected Heritage Item;
 - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
 - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
 - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
 - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

19.5 No application

- (a) This clause 19 will not apply to
 - (i) any or overground works; and
 - (ii) underground works undertaken to maintain or replace any
 - (A) Equipment; or
 - (B) existing cabling

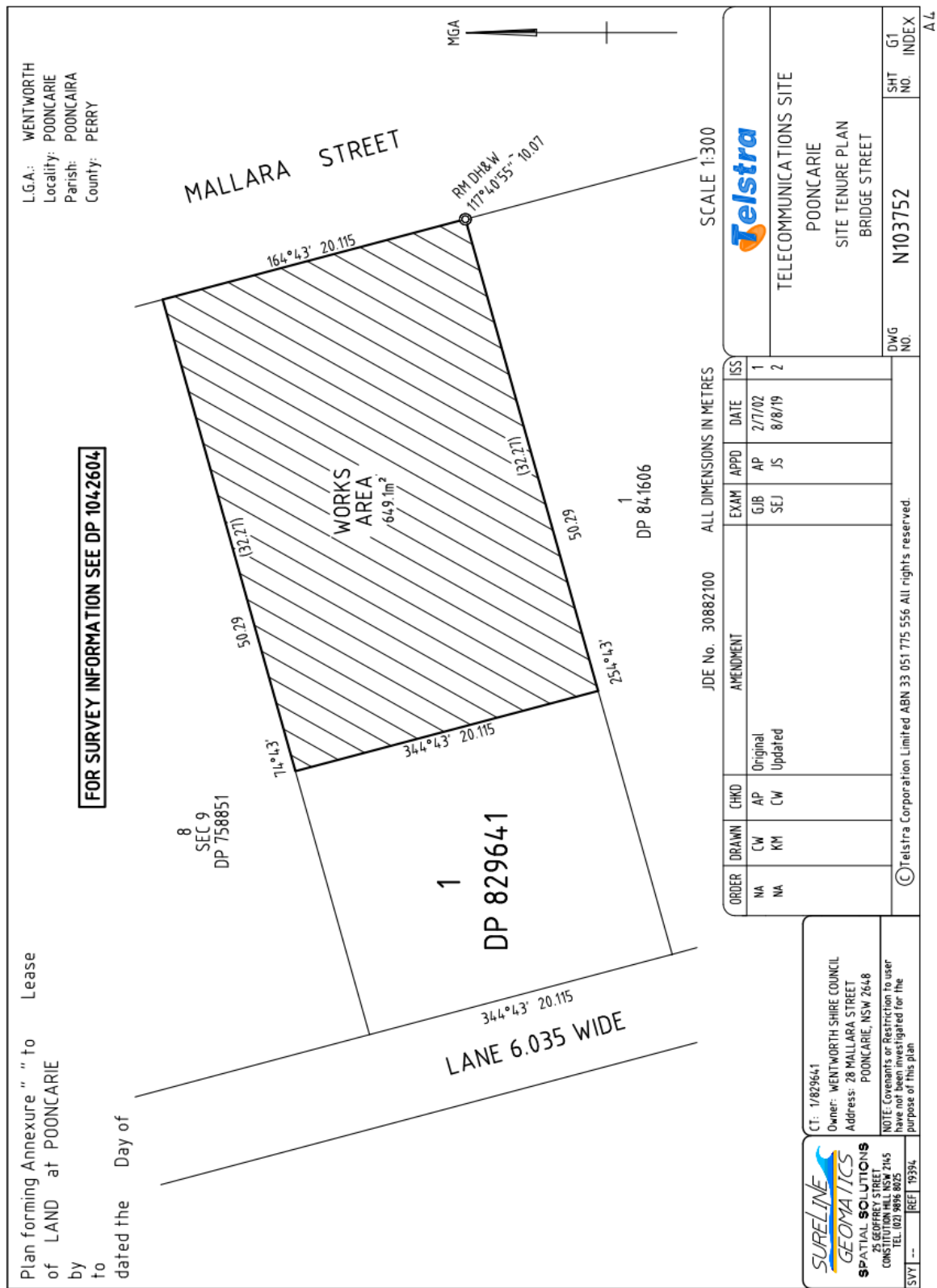
20 Electronic Execution

- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
 - (i) bind themselves to this document; and
 - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and

- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
 - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
 - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:
Wai Fan Stella Tung
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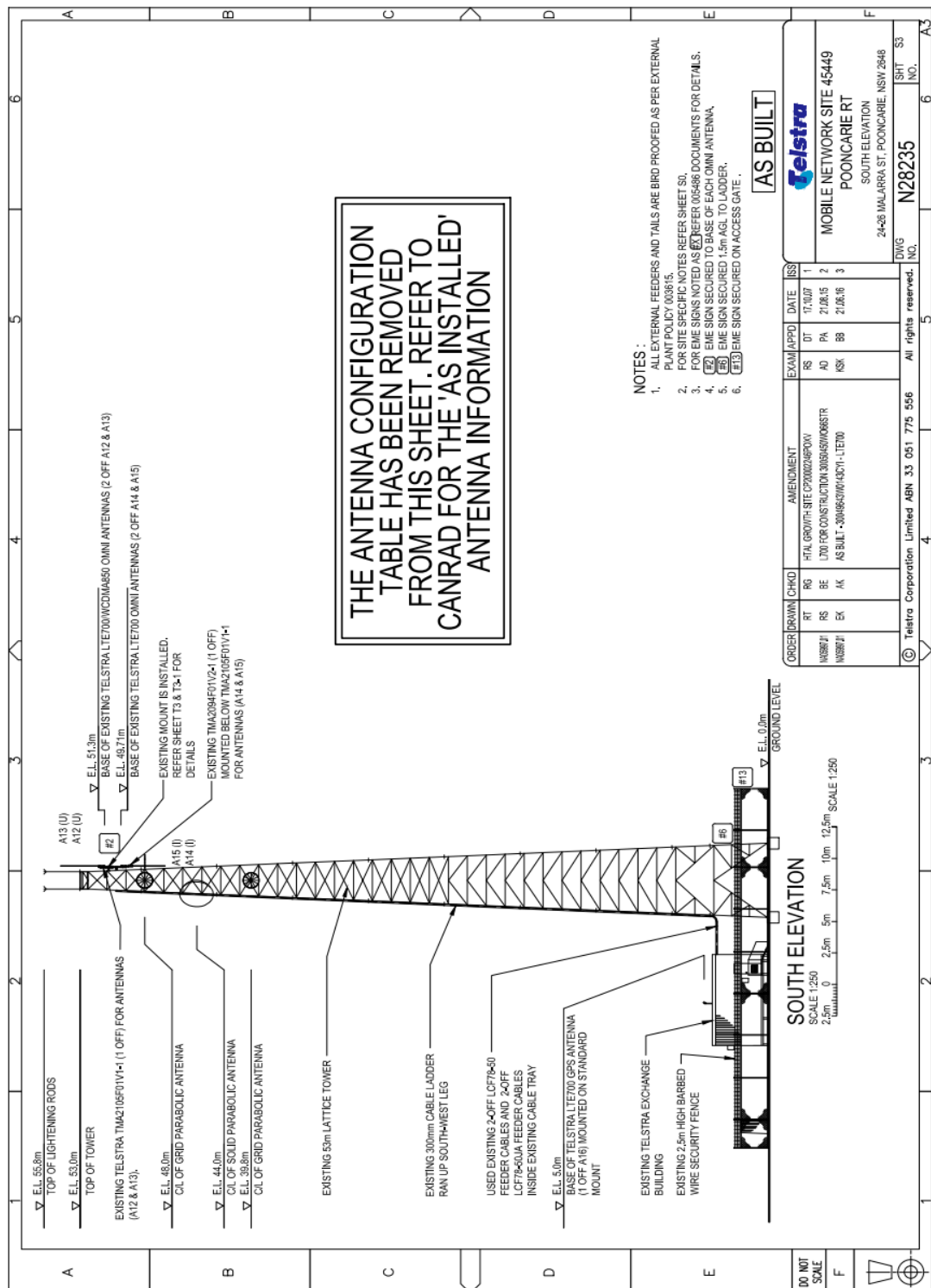
Schedule 1 – Premises Plan



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Wai Fan Stella Tung

Schedule 2 – Site Elevation Plan



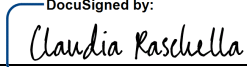
—DocuSigned by:

Wai Fan Stella Tung

14-Aug-23 | 10:33:53 ACST

Schedule 3— Signing page**Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:

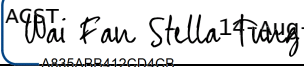
DocuSigned by:

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 Signature of witness

Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by:

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Signature of Attorney

Wai Fan Stella Tung

Name of Attorney

Executed by Lessor

The Common seal of

WENTWORTH SHIRE COUNCIL was

affixed this _____.

In accordance with a resolution of Council at its meeting
 of

MAYOR

COUNCILLOR

GENERAL MANAGER



LAND LEASE

(New South Wales)

**Property: 28 Mallara Street Pooncarie NSW 2648
(Pooncarie Exchange and RT (NSW))**

Wentworth Shire Council
ABN 96 283 886 815

Amplitel Pty Limited
ACN 648 133 073

Form: 07L
Edition: 4.5

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

(B) **LODGED BY**

Document
Collection
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers
Level 14, 60 Martin Place
SYDNEY NSW 2000
Email: abanerjee@tglaw.com.au

Reference: AB:MJL: 5084987

CODE

L

(C) **LESSOR**

WENTWORTH SHIRE COUNCIL ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): Not Applicable.

(E) **LESSEE**

AMPLITEL PTY LIMITED ACN 648 133 073

(F)

TENANCY:

G) 1. **TERM: FIVE (5) YEARS**

2. **COMMENCING DATE: 1 JULY 2031**

3. **TERMINATING DATE: 31 AUGUST 2036**

4. With three **OPTIONS TO RENEW** for a period of **N.A.** set out in **N.A.**

5. With an **OPTION TO PURCHASE** set out in **N.A.** of **N.A.**

6. Together with and reserving the **RIGHTS** set out in clause **N.A.** of **N.A.**

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **N.A.** No. **N.A.**

9. The **RENT** is set out in **ITEM** No. **8** of the **REFERENCE SCHEDULE** to **ANNEXURE A**.

DocuSigned by:

Wai Fan Stella Tung

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ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

I) STATUTORY DECLARATION *

I _____

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to _____ in expired lease No. _____ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of _____ on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor☐ Other qualified witness: _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was _____ [Omit ID No.].

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to Lease of Land dated

Parties:

Wentworth Shire Council ABN 96 283 886 815 (**Lessor**)

and

Amplitel Pty Limited ACN 648 133 073 (**Lessee**)

DocuSigned by:

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Reference Schedule

Item 1	Lessor:	<p>Name: Wentworth Shire Council ABN 96 283 886 815</p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: Amplitel Pty Limited as trustee for the Towers Business Operating Trust</p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2031
Item 7	Terminating Date:	31 August 2036
Item 8	Rent:	\$5,049.07 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 2.0% during the Term and any Further Terms.

1 Interpretations

1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

Act means the *Telecommunications Act 1997* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Commencement Date means the date specified in Item 6.

Consumer Price Index means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

Current CPI means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

Emergency means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

Facility means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

Financial Year means the 12 months period ending on 30 June in each year.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Item means an item in the Reference Schedule.

Land means the Land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Liability Cap means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

Network means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

Permitted Mortgage means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

Permitted Mortgagee means the mortgagee from time to time under a Permitted Mortgage.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Previous CPI means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

PPS Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the Reference Schedule to this Lease.

Related Body Corporate means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8, as varied on any Review Date under this Lease.

Requirements means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Review Date means each anniversary of the Commencement Date during the Term and any Further Terms.

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

Subsequent Lease means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

State means the State or Territory of Australia in which the Premises is situated.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

2 Term of Lease

2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

3 Payments

3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

3.3 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

4 Equipment

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

5 Use

5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

7 Access

7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

8 Assignment and subletting

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
 - (i) a Related Body Corporate of the Lessee;
 - (ii) a Carrier; or
 - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
 - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
 - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

9 Insurance and indemnity

9.1 Property Insurance

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

9.2 Public Liability Insurance

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

9.3 Indemnity and liability

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

9.4 Lessee's risk

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

9.5 Release of Lessor:

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

10 Lessor's covenants

10.1 Quiet enjoyment

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

10.2 Condition of Land

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

10.3 No damage

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

10.4 Safety and security procedures

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

10.5 Other occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

10.6 Consents

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

10.7 Contamination

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

10.8 Events affecting Land

- (a) The Lessor must promptly notify the Lessee if:
 - (i) the Lessor sells or otherwise disposes of its interest in the Land;
 - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
 - (iii) the Lessor changes its address for notices;
 - (iv) a Permitted Mortgage becomes enforceable; or
 - (v) a Permitted Mortgagee becomes:
 - (A) entitled to the receipt of Rent and other payments under this Lease;
 - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
 - (C) obliged to perform any of the obligations of the Lessor under this Lease.

10.9 Granting of easements and rights

- (a) The Lessor may grant an easement or other right over the Premises provided that:
 - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
 - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

11 Default and termination

11.1 Default and re-entry

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

11.2 Early surrender

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.

- (d) Not used.

11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

12 GST

12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

13 Warranties

13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
 - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
 - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
 - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
 - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
 - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
 - (ii) it is the only responsible entity or trustee of the relevant trust;
 - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
 - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
 - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

14 Miscellaneous

14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
 - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

15 Right of first refusal

15.1 Lessor cannot sell or transfer Land

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

15.2 Lessor's Offer

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

15.3 Acceptance of Lessor's Offer

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

15.4 If Lessee does not accept Lessor's Offer

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

15.5 Period to sell

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

15.6 Public auction

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

15.7 Right binds successors

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

16 No Fetter

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
 - (i) to be read down, if possible; or
 - (ii) severed from this Lease.

17 Land Tax

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

18 Work Health and Safety

- (a) The Lessee must comply with:
 - (i) the *Work Health and Safety Act 2011* (Cth); and
 - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

19 Unexpected Heritage Items

19.1 Definitions

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
 - (i) Aboriginal Objects;
 - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
 - (iii) Human Skeletal Remains.

19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
 - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
 - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
 - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
 - (A) the contents of the Archaeological Assessment;
 - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
 - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
 - (i) establish a "safe zone" around the Unexpected Heritage Item;
 - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
 - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
 - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
 - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

19.5 No application

- (a) This clause 19 will not apply to
 - (i) any or overground works; and
 - (ii) underground works undertaken to maintain or replace any
 - (A) Equipment; or
 - (B) existing cabling

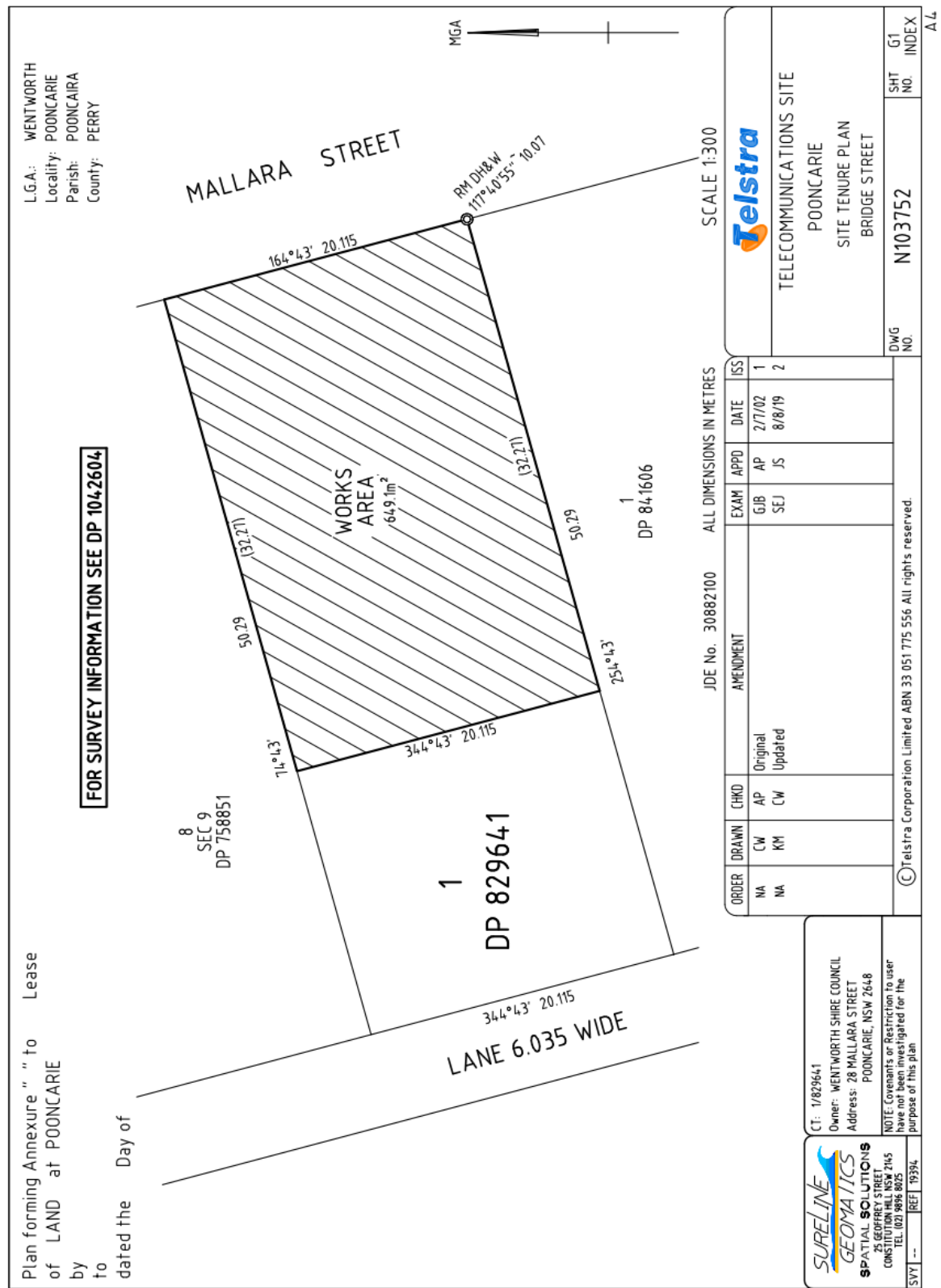
20 Electronic Execution

- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
 - (i) bind themselves to this document; and
 - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and

- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
 - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
 - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

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Schedule 1 – Premises Plan

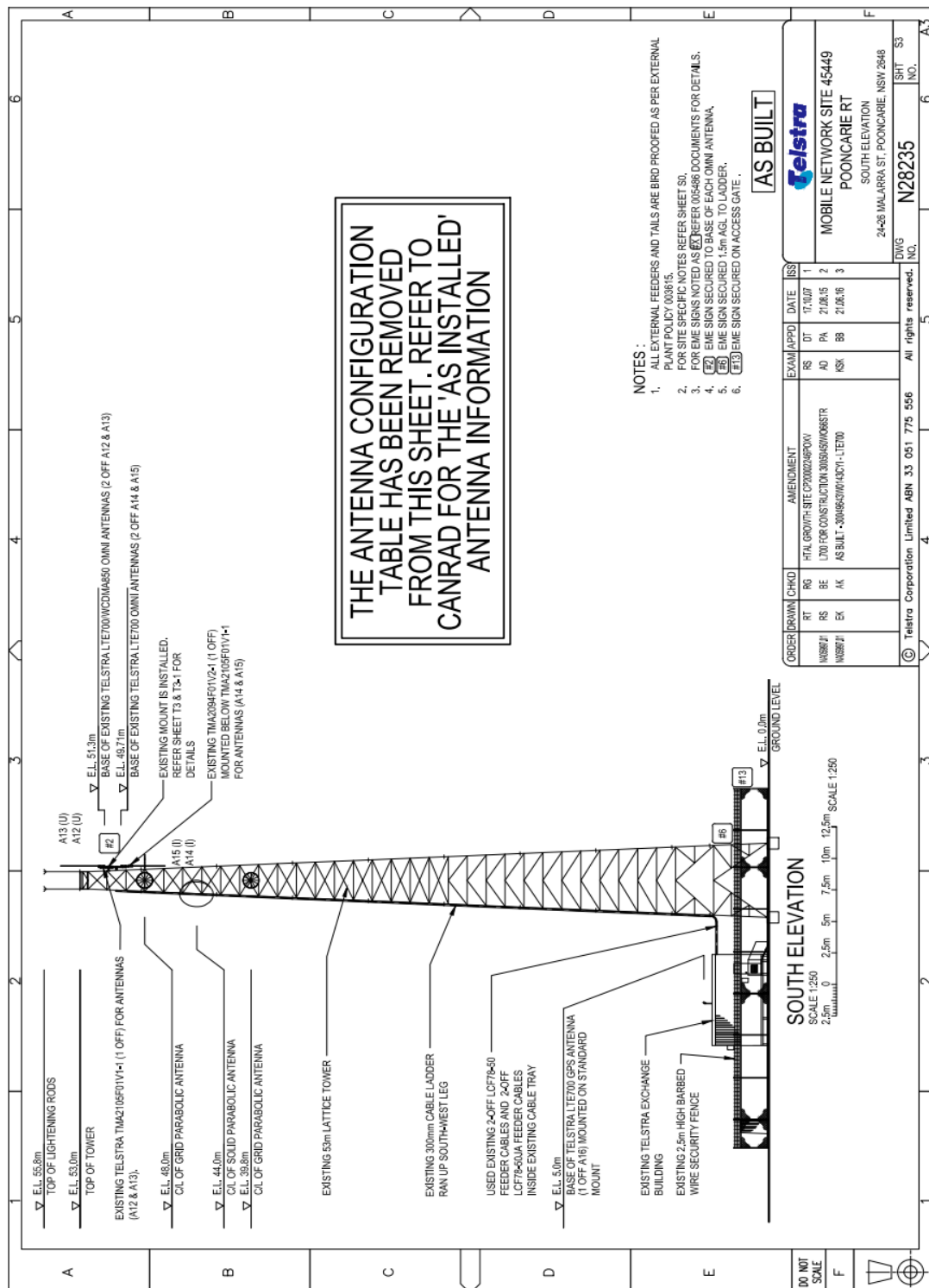


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Schedule 2 – Site Elevation Plan




— DocuSigned by:

Wai Fan Stella Tung

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Schedule 3— Signing page**Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:

DocuSigned by:
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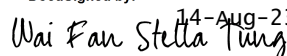
Signature of witness

Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by:
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Signature of Attorney

Wai Fan Stella Tung

Name of Attorney

Executed by Lessor

The Common seal of

WENTWORTH SHIRE COUNCIL was

affixed this _____.

In accordance with a resolution of Council at its meeting
 of

MAYOR

COUNCILLOR

GENERAL MANAGER



LAND LEASE

(New South Wales)

**Property: 28 Mallara Street Pooncarie NSW 2648
(Pooncarie Exchange and RT (NSW))**

Wentworth Shire Council
ABN 96 283 886 815

Amplitel Pty Limited
ACN 648 133 073

Form: 07L
Edition: 4.5

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

(B) **LODGED BY**

Document
Collection
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers
Level 14, 60 Martin Place
SYDNEY NSW 2000
Email: abanerjee@tglaw.com.au

Reference: AB:MJL: 5084987

CODE

L

(C) **LESSOR**

WENTWORTH SHIRE COUNCIL ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): Not Applicable.

(E) **LESSEE**

AMPLITEL PTY LIMITED ACN 648 133 073

(F)

TENANCY:

G) 1. **TERM: FIVE (5) YEARS**

2. **COMMENCING DATE: 1 JULY 2036**

3. **TERMINATING DATE: 31 AUGUST 2041**

4. With three **OPTIONS TO RENEW** for a period of **N.A.** set out in **N.A.**

5. With an **OPTION TO PURCHASE** set out in **N.A.** of **N.A.**

6. Together with and reserving the **RIGHTS** set out in clause **N.A.** of **N.A.**

7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.

8. Incorporates the provisions set out in **N.A.** No. **N.A.**

9. The **RENT** is set out in **ITEM** No. **8** of the **REFERENCE SCHEDULE** to **ANNEXURE A**.

DocuSigned by:

Wai Fan Stella Tung

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ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

I) STATUTORY DECLARATION *

I _____

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to _____ in expired lease No. _____ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of _____ on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor☐ Other qualified witness: _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was _____ [Omit ID No.].

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to Lease of Land dated

Parties:

Wentworth Shire Council ABN 96 283 886 815 (**Lessor**)

and

Amplitel Pty Limited ACN 648 133 073 (**Lessee**)

DocuSigned by:
Wai Fan Stella Tung
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Reference Schedule

Item 1	Lessor:	<p>Name: Wentworth Shire Council ABN 96 283 886 815</p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: Amplitel Pty Limited as trustee for the Towers Business Operating Trust</p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2036
Item 7	Terminating Date:	31 August 2041
Item 8	Rent:	\$5,574.59 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 2.0% during the Term and any Further Terms.

1 Interpretations

1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

Act means the *Telecommunications Act 1997* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Commencement Date means the date specified in Item 6.

Consumer Price Index means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

Current CPI means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

Emergency means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

Facility means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

Financial Year means the 12 months period ending on 30 June in each year.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Item means an item in the Reference Schedule.

Land means the Land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Liability Cap means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

Network means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

Permitted Mortgage means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

Permitted Mortgagee means the mortgagee from time to time under a Permitted Mortgage.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Previous CPI means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

PPS Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the Reference Schedule to this Lease.

Related Body Corporate means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8, as varied on any Review Date under this Lease.

Requirements means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Review Date means each anniversary of the Commencement Date during the Term and any Further Terms.

Security Interest means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

Subsequent Lease means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

State means the State or Territory of Australia in which the Premises is situated.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

2 Term of Lease

2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

3 Payments

3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

3.3 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

4 Equipment

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

5 Use

5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

7 Access

7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

8 Assignment and subletting

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
 - (i) a Related Body Corporate of the Lessee;
 - (ii) a Carrier; or
 - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
 - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
 - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

9 Insurance and indemnity

9.1 Property Insurance

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

9.2 Public Liability Insurance

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

9.3 Indemnity and liability

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

9.4 Lessee's risk

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

9.5 Release of Lessor:

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

10 Lessor's covenants

10.1 Quiet enjoyment

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

10.2 Condition of Land

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

10.3 No damage

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

10.4 Safety and security procedures

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

10.5 Other occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

10.6 Consents

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

10.7 Contamination

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

10.8 Events affecting Land

- (a) The Lessor must promptly notify the Lessee if:
 - (i) the Lessor sells or otherwise disposes of its interest in the Land;
 - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
 - (iii) the Lessor changes its address for notices;
 - (iv) a Permitted Mortgage becomes enforceable; or
 - (v) a Permitted Mortgagee becomes:
 - (A) entitled to the receipt of Rent and other payments under this Lease;
 - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
 - (C) obliged to perform any of the obligations of the Lessor under this Lease.

10.9 Granting of easements and rights

- (a) The Lessor may grant an easement or other right over the Premises provided that:
 - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
 - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

11 Default and termination

11.1 Default and re-entry

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

11.2 Early surrender

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.

- (d) Not used.

11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

12 GST

12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

13 Warranties

13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
 - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
 - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
 - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
 - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
 - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
 - (ii) it is the only responsible entity or trustee of the relevant trust;
 - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
 - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
 - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

14 Miscellaneous

14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
 - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

15 Right of first refusal

15.1 Lessor cannot sell or transfer Land

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

15.2 Lessor's Offer

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

15.3 Acceptance of Lessor's Offer

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

15.4 If Lessee does not accept Lessor's Offer

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

15.5 Period to sell

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

15.6 Public auction

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

15.7 Right binds successors

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

16 No Fetter

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
 - (i) to be read down, if possible; or
 - (ii) severed from this Lease.

17 Land Tax

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

18 Work Health and Safety

- (a) The Lessee must comply with:
 - (i) the *Work Health and Safety Act 2011* (Cth); and
 - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

19 Unexpected Heritage Items

19.1 Definitions

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
 - (i) Aboriginal Objects;
 - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
 - (iii) Human Skeletal Remains.

19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
 - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
 - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
 - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
 - (A) the contents of the Archaeological Assessment;
 - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
 - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
 - (i) establish a "safe zone" around the Unexpected Heritage Item;
 - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
 - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
 - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
 - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

19.5 No application

- (a) This clause 19 will not apply to
 - (i) any or overground works; and
 - (ii) underground works undertaken to maintain or replace any
 - (A) Equipment; or
 - (B) existing cabling

20 Electronic Execution

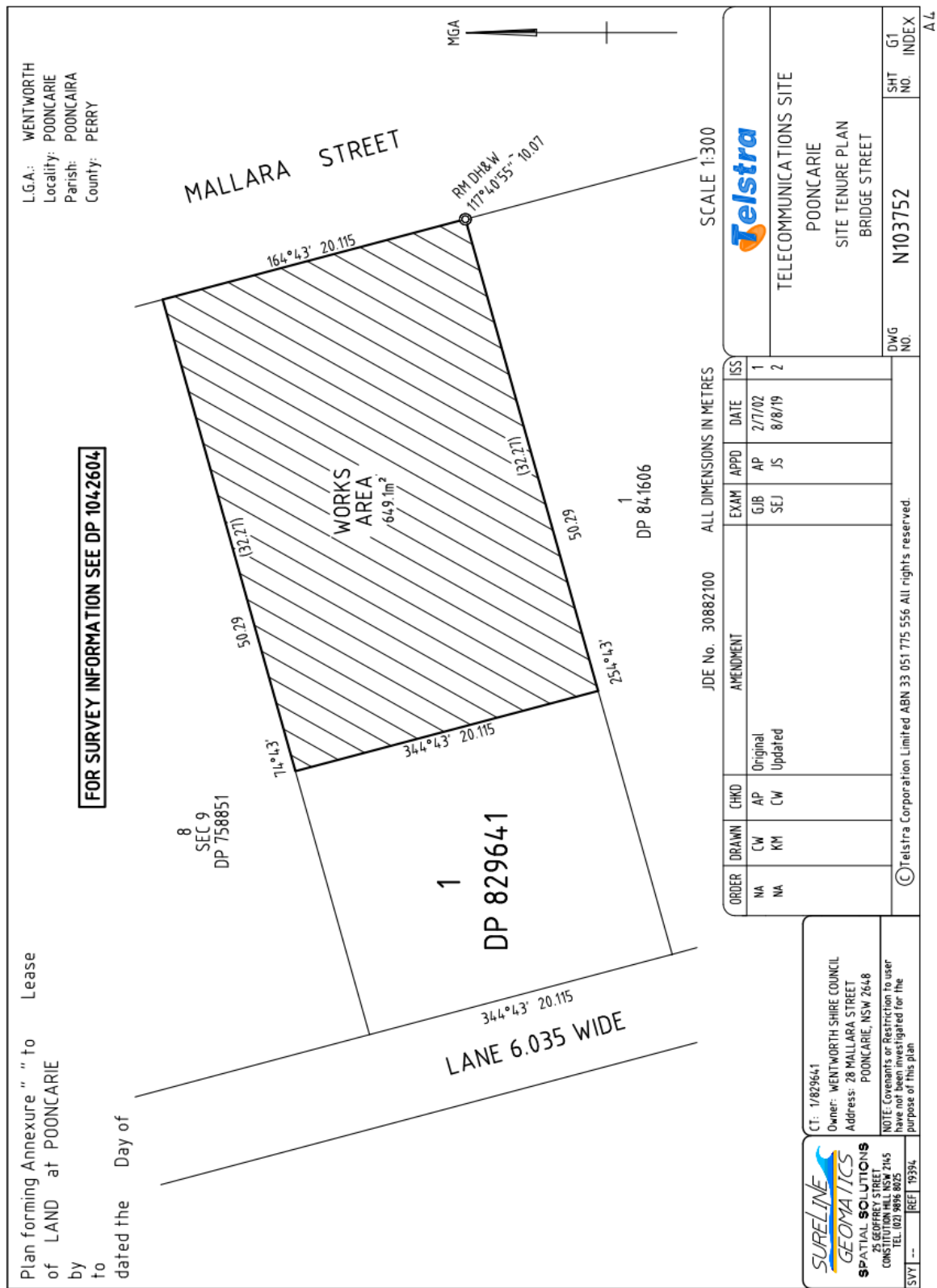
- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
 - (i) bind themselves to this document; and
 - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and

- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
 - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
 - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:

A835ABB412CD4CB...
14-Aug-23 | 10:33:53 ACST

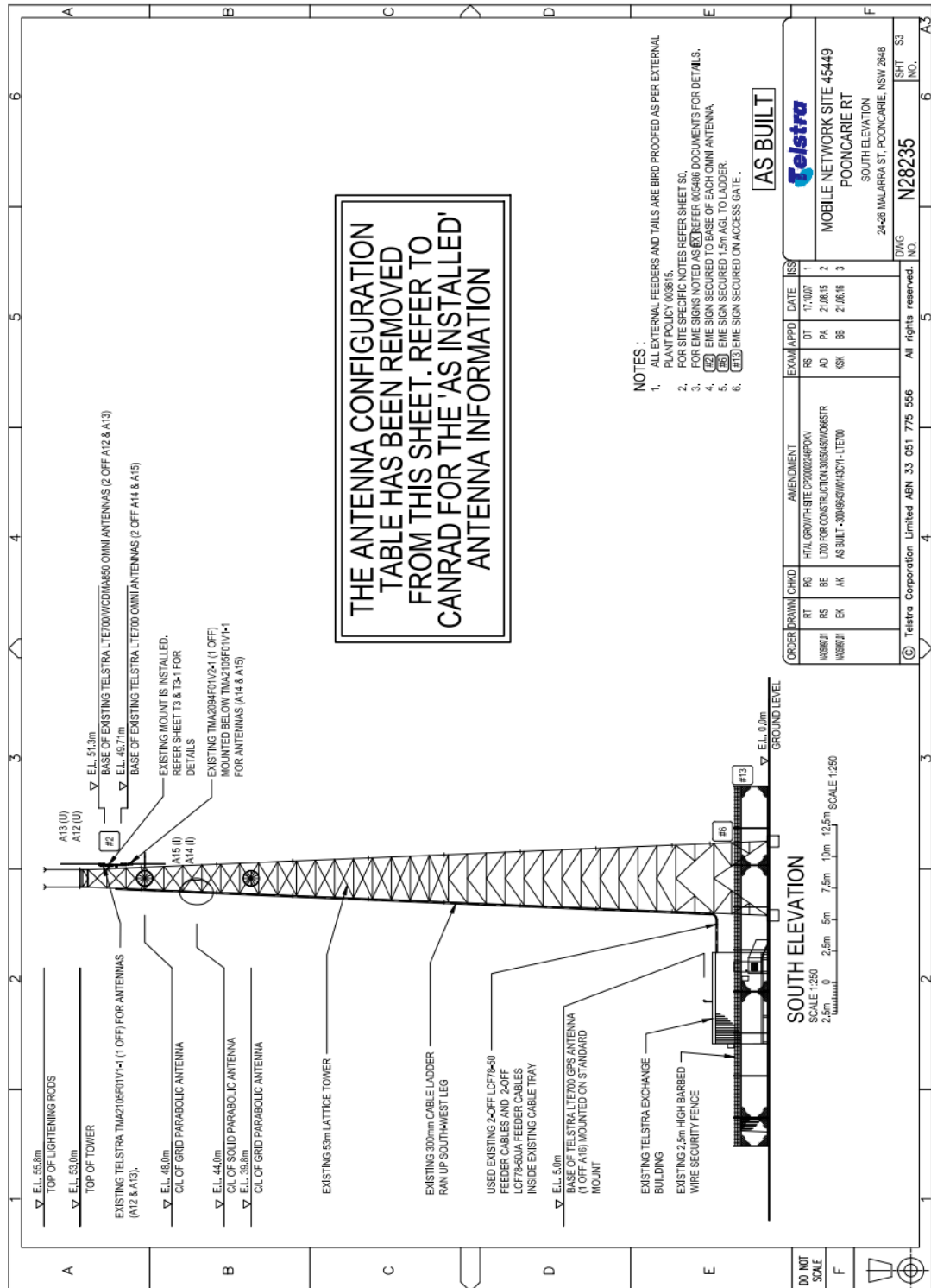
Schedule 1 – Premises Plan



14-Aug-23 | 10:33:53 ACST

DocuSigned by:
Wai Fan Stella Tung

Schedule 2 – Site Elevation Plan



DocuSigned by:

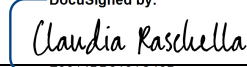
Wai Fan Stella Tung

A835ABB412CD4CB...

14-Aug-23 | 10:33:53 ACST

Schedule 3— Signing page**Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:


DocuSigned by:

 14-Aug-23 | 10:33:58 ACST
 F8614BB2181C42B...
 Signature of witness

Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by:

 14-Aug-23 | 10:33:53 ACST
 A835ABB412CD4CB...
 Signature of Attorney

Wai Fan Stella Tung

Name of Attorney

Executed by Lessor

The Common seal of

WENTWORTH SHIRE COUNCIL was

affixed this _____.

In accordance with a resolution of Council at its meeting

of

MAYOR_____
COUNCILLOR_____
GENERAL MANAGER

9.10 ANNUAL DISCLOSURE OF INTEREST RETURNS

File Number: RPT/23/643

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Deborah Zorzi - Governance Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

Summary

Council's Code of Conduct Policy requires Councillors and Designated Persons to disclose their personal interests by completing a publicly available return of interests.

The annual returns are required to be lodged within three (3) months following 30 June and must be tabled no later than the first available Council meeting in October.

As required by the Office of Local Government and the *Government Information (Public Access) Act 2009* (NSW) the returns will be made available on Council's website after they have been noted by Council.

Recommendation

That Council notes the tabling of the Disclosure of Interest Returns for Councillors and Designated Persons for the period 01/07/2022 to 30/06/2023

Detailed Report

Purpose

The purpose of this report is to table the annual Disclosure of Interest Returns for Councillors and Designated Persons as required by the *Local Government Act 1993* (NSW).

Background

Council's Code of Conduct Policy requires Councillors and Designated Persons to disclose their personal interests by completing a publicly available return of interest.

As per the requirement of the Code of Conduct members of Council's Audit, Risk and Improvement Committee are considered Designated Persons of Council.

Report Detail

The following disclosures have been received and are now tabled for the consideration of Council:

Councillors (see attachment 1)

- Mayor Daniel Linklater
- Cr Brian Beaumont
- Cr Steve Cooper
- Cr Peter Crisp
- Cr Tim Elstone
- Cr Stephen Heywood

- Cr Jane MacAllister
- Cr Susan Nichols
- Cr Jo Rodda



Designated Persons (see attachment 2)

- Ken Ross – General Manager
- Simon Rule – Director Finance & Policy
- Geoff Gunn – Director Roads & Engineering
- Matthew Carlin – Director Health & Planning
- Richard Waters – Manager Technology Services
- Lexi Stockman – Manager Tourism & Promotion
- Glen Norris – Manager Human Resources
- Jarrod Roberts – Manager Works
- Scott Barnes – Manager Engineering Services
- Rosanne Kava – Audit, Risk & Improvement Committee
- Diane Schmidt – Audit, Risk & Improvement Committee
- Caroline Smith – Audit, Risk & Improvement Committee

Conclusion

By tabling this report Council has met its annual compliance obligations as required by its Code of Conduct Policy and the *Local Government Act 1993* (NSW).

Attachments

1. Combined 2022-2023 Disclosure of Interest Returns - Councillors [↓](#) 
2. Combined 2022-2023 Disclosure of Interest Returns - Designated Officers [↓](#) 

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Brian Fredrick Beaumont

[full name of councillor or designated person]

as at 19/7/2023 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

Date:

19/7/2023

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
9 Wharf Street, Wentworth NSW	Joint Owner with Glenis
2 2 David Street, Box Hill South VIC	Joint Owner with Glenis

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Self Employed Small Business	Joint Owner	BF & GF Beaumont

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
N/A	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

President, Wentworth Regional Tourism Inc.,

Committee Member, Wentworth District Racing Club

Committee Member, Murray Darling Junction Interpretive Centre Inc

Board Member, Wentworth District Community Medical Centre
Volunteer, NSW Wentworth Standard

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by **Stephen Charles Cooper**
[full name of councillor or designated person]

as at 19/7/2023 in respect of the period from **1/7/2022** to **30/6/2023**
[insert return date]

Signed:

[councillor's or designated person's signature]

Date:

19/7/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
31 Syndicate Road Curlwaa NSW 2648	Family Home
129 Darling Street Wentworth NSW 2648	Investment Property

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Real Estate Agent	Director	Wentworth & District Real Estate

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil - Personal

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Director/Partner of Wentworth & District Real Estate

Wentworth & District Real Estate Pty Ltd acts as managing agent on behalf of Wentworth Shire Council for a property at 64 Beverley Street under a standard Agency Management Agreement.

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Peter Lawrence Crisp

[full name of councillor or designated person]

as at 16/8/23 in respect of the period from 1/7/2022 to 30/6/2023
[insert return date]

Signed:

[councillor's or designated person's signature]

Date: 16/8/23

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
271 Reserve Road Coomealla NSW 2717	Dwelling/Rural Residence
12 Settlement Road Merbein West VIC 3505	Dwelling/Rural Residence
61 Little Manly Road Curlwaa NSW 2648	Farm
310V/162 Albert Street East Melbourne VIC 3002	Unit

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Dunn Trading Trust	81 Darling Street Wentworth NSW 2648	
Crisp Services	12 Settlement Road Merbein West VIC 3505	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Rental 310V/162 Albert Street East Melbourne	\$20,000.00
Share Portfolio	\$2,000.00
WSC	\$12,500.00
Water Sales	\$30,000.00

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June
Nil - personal

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time
Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

Member of the Victorian National Party

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Timothy Elstone

[full name of councillor or designated person]

as at 15.8.23 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

Date: 15.8.23

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
Shops 1 & 2 61 Darling Street Wentworth NSW 2648	Director of Owners Company
188 Darling View Road Wentworth NSW 2648	Owned by Spouse

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Real Estate Agent	Partner/Director	Wentworth & District Real Estate Pty Ltd
Water Broker	Sole Director	Elstone Agencies Pty Ltd

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Wentworth & District Real Estate Pty Ltd	Shareholder	Director	Real Estate Agency
Elstone Agencies Pty Ltd	Shareholder	Sole Director	Water Broking Agency
Elltim Pty Ltd - Superannuation Fund	Shareholder	Director	SMSF

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June
Nil - Personal

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time
Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Director/Partner of Wentworth & District Real Estate Pty Ltd
Wentworth & District Real Estate Pty Ltd acts as managing agent on behalf of Wentworth Shire Council for a property at 64 Beverley Street under a standard Agency Management Agreement.

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by **Stephen Anthony Heywood**
[full name of councillor or designated person]

as at **11/08/2023** in respect of the period from **1/7/2022** to **30/6/2023**
[insert return date]

Signed: 
[councillor/s or designated person's signature]

Date: **11/08/2023**

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
66 Church Road Curlwaa	Owner-Partnership
70 Church Road Curlwaa (subsequently sold)	Owner-Partnership

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Citrus Nursery (Closed 31/12/2022)	66 Church Road Curlwaa, Partnership	SA & AJ Heywood

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Daniel James Linklater

[full name of councillor or designated person]

as at 16/8/2023 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date: 16/8/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
See Appendix 1	

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Primary Producer	Self	Daniel James Linklater & James Edward Linklater

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Refer to Appendix 2			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

YES

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June
Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time
Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

Appendix 1

Real Property

Street address of each parcel of real property in which I had an interest at the return date	Nature of Interest
9 Wilga Road South Gol Gol NSW 2738 Lot 3 DP 1060701	Direct
Alfred Elms Road Trentham Cliffs NSW 2738 Lot 7 DP 1256363	Direct
Sturt Highway Mallee NSW 2738 Lot 1728 DP 763589	Indirect
29-39 Hendy Road Sturt highway Buronga NSW 2739 Title Reference 1/536983 and 2/536983	Indirect
5a and 17 Dawn Avenue Gol Gol NSW 2738 Lot 1 DP 1121446 Lot 2 DP 1121446 Lot 3 DP 1121446	Indirect
19-23 Deakin Avenue Mildura VIC 3500	Indirect

Appendix 2

Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date	Nature of Interest	Description of Position	Description of principal objects of corporation
Trentham Farms Pty Ltd		Director	
Trentham Holdings (NSW) Pty Ltd		Director	
Trentham Projects Pty Ltd		Director	
Rosewood Ridge Investments Pty Ltd		Director	
SGP Developments Pty Ltd		Director	
KLS Consortium Pty Ltd		Director	
KLS Independent Living Pty Ltd		Director	
Mildura City Garden Apartments Pty Ltd		Director	

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Jane MacAllister

[full name of councillor or designated person]

as at 16/8/23 in respect of the period from 1/7/2022 to 30/6/2023
[insert return date]

Signed

[councillor's or designated person's signature]

Date: 16/8/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
68 William Street Gol Gol	50% Mortgagee

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Executive Officer (to end December 2022)	Food Next Door Co-Op Ltd	
Administrative Support Officer (1 May – 30 June 2023)	NSW National Parks & Wildlife Buronga NSW	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Child Support	\$20 / month

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
North West Rail Alliance Inc.	President		
Red Cliffs Players	Member	Committee	

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June
Bendigo Bank Wentworth
Mercedes Benz Finance

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time
Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Hazel Susan Nichols

[full name of councillor or designated person]

as at 19.7.2023 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

Date: 19.7.2023

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
Unit 5 226 Adams Street Wentworth NSW 2648	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Nil		

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Wentworth Shire Council Fees	\$22,641.63

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Wentworth Bowling Club	Member	President	Promote Lawn Bowls

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

YES / NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
NSW Justices Association	Member
Sporting Shooters Australia	Member

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Jo Rodda

[full name of councillor or designated person]

as at 19-7-23 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

Date: 19-7-23

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
10 Rosedale Court Buronga NSW 2739	Own Home

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Event Coordinator	Self Employed	Event Management, Administration & Safety Services (EMASS)
Community Liaison Bushfire Engagement Officer	CFA	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Self Employment	\$40,000.00 2023-2024 FY
PAYG	\$15000.00

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
CFA	Multiple	Victoria

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
N/A			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Mildura Field Days	Contract Coordinator
Mildura Show Society	Contract Coordinator
CFA	Community Liaison Bushfire Engagement Officer
Mildura Entertainment	Sub-contractor

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

CBA Home Loan

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
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NSW



Disclosure of pecuniary interests and other matters by **KENNETH ANDREW ROSS**
[full name of councillor or designated person]

as at 01/09/2023 in respect of the period from 1/7/2022 to 30/6/2023
[insert return date]

Signed:

[councillor's or designated person's signature]

Date: 01/09/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
5 Casuarina Way Buronga NSW	Joint Owner
6 Morrison Court Gol Gol NSW	Joint Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
General Manager	Wentworth Shire Council 26-28 Adelaide Street Wentworth NSW	N/A

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

SIMON PATRICK RULE

[full name of councillor or designated person]

as at 1/9/2023 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date:

1/9/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
28 Langtree Parade Mildura VIC	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Director Finance & Policy	Wentworth Shire Council 26-28 Adelaide Street Wentworth NSW	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Board Member – Christie Centre Incorporated

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

GEOFF GUNN

[full name of councillor or designated person]

as at 1/9/23 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

Date:

1/9/23

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
4 Lakeside Drive Cabarita VIC	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Director Roads & Engineering	Wentworth Shire Council 26-28 Adelaide Street Wentworth NSW	Full time employee

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Nil	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
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NSW



Disclosure of pecuniary interests and other matters by

MATTHEW CARLIN

[full name of councillor or designated person]

as at 1/09/23 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date: 1/09/23

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
6 Dr. Abromowski Court Mildura VIC	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Director Health & Planning	Wentworth Shire Council 26-28 Adelaide Street Wentworth NSW	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
N/A	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
N/A	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
N/A	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
N/A		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
N/A			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

N/A

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

N/A

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

N/A

J. Discretionary disclosures

N/A

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
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NSW



Disclosure of pecuniary interests and other matters by

RICHARD WATERS

[full name of councillor or designated person]

as at 6/9/23 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date: 6/9/23

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
5 Stockmans Drive Irymple VIC	Owner
36-38 Darling Street Wentworth NSW	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Manager Technology Services	Wentworth Shire Council	
Owner/Manager	Waters Computer Consultants	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
N/A	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Rental income (36-38 Darling St Wentworth)	\$10,000

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

N/A

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

N/A

J. Discretionary disclosures

N/A

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
N/A		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
N/A			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

LEXI MAREE STOCKMAN

[full name of councillor or designated person]

as at 1/9/23 in respect of the period from 1/7/2022 to 30/6/2023
[insert return date]

Signed:

[councillor's or designated person's signature]

Date: 1/9/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
26 Dawn Avenue Gol Gol NSW	Owner
11 Panuccio Rise Gol Gol NSW	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Manager Tourism & Promotion	Wentworth Shire Council	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
N/A	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
N/A	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
N/A	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
N/A		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
N/A			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

N/A

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

N/A

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

N/A

J. Discretionary disclosures

N/A

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by **GLENDON GEOFFREY NORRIS**

[full name of councillor or designated person]

as at 1/9/2023, in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date:

1/9/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
79 Cadell Street Wentworth NSW	Freehold

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Manager Human Resources	Wentworth Shire Council 26-28 Adelaide Street Wentworth NSW	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
N/A	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
N/A	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
N/A	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
N/A		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
N/A			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

N/A

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

N/A

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

N/A

DISCLOSURE OF INTEREST FORM

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NSW



Disclosure of pecuniary interests and other matters by

JARROD ROBERTS

[full name of councillor or designated person]

as at 1/9/23 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

Date:

1/9/23

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
16 The Cobb and Co Way Gol Gol NSW	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Manager Works	Wentworth Shire Council	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
**	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
N/A	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
N/A	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
N/A		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
N/A			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

Yes

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

N/A

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

N/A

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

N/A

J. Discretionary disclosures

N/A

DISCLOSURE OF INTEREST FORM

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NSW



Disclosure of pecuniary interests and other matters by

SCOTT BARNES

[full name of councillor or designated person]

as at 6/9/23 in respect of the period from 22/05/2023 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date:

6/9/23

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
10 Pevensey Grove Mildura VIC	Owner

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Manager Engineering Services	Wentworth Shire Council	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
Nil	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Nil	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
Nil	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
Nil		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Nil			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Engineers Australia	Member
Professionals Australia	Member

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

Nil

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

Nil

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

Nil

J. Discretionary disclosures

Nil

DISCLOSURE OF INTEREST FORM

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NSW



Disclosure of pecuniary interests and other matters by

Diane Joy SCHMIDT

[full name of councillor or designated person]

as at 18/08/2023 in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed

Date:

18/08/2023

[councillor's or designated person's signature]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
1435 Pooncarie Road WENTWORTH NSW 2640	
64 Cadell Street WENTWORTH NSW 2640	

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
General Manager Corporate Services	Sunraysia Institute of TAFE 453 Benetook Avenue MILDURA VIC 3500	
Committee Member, Audit Risk & Innovation Committee	Wentworth Shire Council 26-28 Adelaide Street, Wentworth NSW 2640	

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
NIL	

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
NIL	

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
NIL	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
NIL		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
NIL			

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

YES / NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
NIL	

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

NIL

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

NIL

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

NIL

DISCLOSURE OF INTEREST FORM

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NSW



Disclosure of pecuniary interests and other matters by

Rosanne Mary KAVA

[full name of councillor or designated person]

as at 25 August 2023 in respect of the period from 1/7/2023 to 30/6/2024
[insert return date]

Signed:

[councillor's or designated person's signature]

Date:

25/8/2023

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
194 Minerva Rd, NEWTOWN, VIC, 3220	Residence
49 Baker St, BRAY PARK, QLD, 4500	Investment Property

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Management Consultant	Kava Konsulting P/L PO Box 7218 GEELONG WEST VIC 3218	Sole Trader

2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
	RM Kava Superannuation Fund PO Box 140 FITZROY VIC 3065
Andrew John Millar GMG Accounting SWAN HILL VIC 3585	Rosanne Kava Family Trust Trustee: Rosanne Kava PO Box 7218 GEELONG WEST VIC 3218

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
Commonwealth Superannuation Scheme pension	\$45,000 pa
Investment Property, as listed above	\$550 per week

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
NIL	

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
NIL		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

No

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
Rotary District 9780	Director, Membership Development

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

NIL

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

NIL

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

NIL

J. Discretionary disclosures

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



Disclosure of pecuniary interests and other matters by

Caroline SMITH

[full name of councillor or designated person]

as at **7.9.2023**, in respect of the period from 1/7/2022 to 30/6/2023

[insert return date]

Signed:

[councillor's or designated person's signature]

Date: **7.9.2023**.

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
26 Carramar Drive GOL GOL NSW 2738	Ownership
34 Cooray Street COBRAM VIC 3644	Ownership
U 1468 Cascade Condos, Kuna LAGUNA QUAYS QLD 4800	Beneficiary

B. Sources of income

1. Sources of income I:

- reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
Garraway Group / Accounting	Garraway Group 367 Benetook Avenue MILDURA VIC 3500	N/A
PDS Plan Management / Accounting	26 Carramar Drive GOL GOL NSW 2738	N/A
Mallee District Aboriginal Services	120 Madden Avenue Mildura Vic 3502	N/A

DISCLOSURE OF INTEREST FORM

REQUIRED TO BE LODGED UNDER CLAUSE 4.21 OF THE
MODEL CODE OF CONDUCT FOR LOCAL COUNCILS IN
NSW



2. Sources of income I:

- reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
N/A	N/A

3. Sources of other income I

- reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June
- Sources of other income I received at any time since 30 June

Source	Amount
N/A	N/A

C. Gifts

Description of each gift I received at any time since 30 June	Name and address of donor
N/A	N/A

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
N/A		

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
Mallee Accommodation Support Program	Chair of Board	Chair of Board	Volunteer Position
PDS Automation	Beneficiary	NIL	N/A

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

YES / NO

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
N/A	N/A

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

N/A

I. Dispositions of property

1. Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

N/A

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

N/A

J. Discretionary disclosures

N/A

9.11 REVIEW OF MIDWAY CENTRE REGULAR AGREEMENTS

File Number: RPT/23/608

Responsible Officer: Simon Rule - Director Finance and Policy
 Responsible Division: Finance and Policy
 Reporting Officer: Annette Fraser - Team Leader Customer Service

Objective: 2.0 Wentworth Shire is a great place to live
 Strategy: 2.1 Continue to create opportunities for inclusion where all people feel welcome and participate in community life

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.

Summary

Midway Centre Regular User Agreements have been established with several users of the Midway Centre.

These agreements are an annual use agreement which were originally established to enable Council to set an individual hire rate for frequent users of the Midway Centre. The agreements also enable Council to periodically review the use by these groups and amounts being charged.

The current agreements are all due for renewal and Council input is now sought on each individual renewal.

Current Agreements ended 30 June 2023. We have calculated the rates with the aim of renewing the user agreements for a further two years, until the end of June 2025.

Recommendation

That Council resolves to approve the renewal of the Midway Regular User Agreements for period of two years as defined in each agreement reported.

Detailed Report

Purpose

The purpose of this report is to update Council on the need to renew agreements with regular users of the Midway Centre

Background

Regular User Agreements have been established with several users of the Midway Centre.

These agreements are an annual use agreement which were originally established to enable Council to set an individual hire rate for frequent users of the Midway Centre. The agreements also enable Council to periodically review the use by these groups and amounts being charged.

The current agreements are all due for renewal and Council input is now sought on each individual renewal

Report Detail

Alcheringa Basketball Club

Agreement expired 30 June 2023

The number of children playing basketball is increasing each year and due to an ever increasing local population, so too are the number of Alcheringa Basketball Members including kids from Pomona, Dareton, Wentworth, Buronga and Gol Gol.

The Club hope to be able to continue using the facility 29 hours per week going forward to maintain their commitment to a healthy and active community. They would also be happy to enter into a long-term lease arrangement, in the vicinity of 7 – 10 years, should Council agree.

29 hrs @ \$146.00 per hour x 104 weeks (2 years) = \$440,336.00, less 75% not for profit Community Group based in WSC discount = **\$110,084.00**

Council has previously provided an additional 85% discount based on the benefit to the community. If Council continues with this arrangement it will reduce the total to **\$16,512.60**

\$8,256.30 invoiced annually

Buronga Gol Gol Senior Citizens

Agreement expired 30 June 2023

The Senior Citizens currently use the Function Room for 3.5 hours per week @ \$122.00 per hour plus \$183.00 per use for the kitchen = \$610.00 per week x 104 weeks (2 years) = \$63,440.00, less 75% not for profit community group based in WSC discount = **\$15,860.00**

Traditionally, Council covers the cost of this hire through the Financial Assistance Program.

Gol Gol Football Netball Club

Adhoc contract expired 30 June 2023

Adhoc use during netball season (April – Sept), subject to approval from Alcheringa Basketball Club and Wentworth Football Netball Club

\$146.00 per hour less 75% not for profit community group based in WSC discount = \$36.50 per hour

Invoiced upon use

Wentworth & District Football Netball Club

Agreement expired 30 June 2023

Would like another contract to use the stadium 2 hours per week during netball season (April – September), 26 weeks per year, with access day and time to be negotiated between user and Alcheringa Basketball Club.

2 hrs @ \$146.00 x 26 weeks x 2 years = \$15,184.00, less 75% not for profit community group based in WSC discount = **\$3,796.00.**

\$1,898.00 invoiced annually

Conclusion

The current user agreements for regular users of the Midway Centre expired on 30 June 2023. Discussions with the users have indicated that all are keen to continue utilising the facility

Attachments

Nil

9.12 WENTWORTH CARAVAN PARK UPGRADE - PROJECT UPDATE

File Number: RPT/23/664

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Scott Barnes - Manager Engineering Services

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.5 Infrastructure meets the needs of our growing Shire

Summary

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

Council are currently undertaking a major upgrade of the Wentworth Caravan Park. The works include the raising of the entire site above 1 in 20 year flood level, new utility services, new amenities and office buildings and provision for over 50 caravan sites.

Construction on the site was severely impacted by the Dec 2022 / Jan 2023 Flood which completely inundated and saturated the site. Full site works were only able to commence from mid-May 2023.

Funding for the Caravan Park Upgrade commenced in 2021/22, by both Crown Reserves Improvement Fund (\$1,000,000) and Council (\$2,000,000). Total expenditure prior to this current financial year was \$1,250,000.

The Caravan Park project is to be operational to accommodate visitors by the end of March 2024 for the important Easter period.

Recommendation

That Council notes the information contained in this report.

Detailed Report

Completed Works

To date the following works have been completed:

- Civil designs
- Civil, buildings and services contract awarded
- Electrical sub-contract awarded

Site works

- Fill placed and compacted to bring the park surface to the required levels
- Site establishment by the main contractor
- Installation of stormwater pits and pipes
- Installation of irrigation and fire service tanks
- Delivery of sewer pipes and fittings
- Delivery of fire water pipes and fittings
- Delivery of electrical conduits

- Delivery of poly pipeline materials for bores
- Installation of three directional bores through the existing levee bank (raw water, filtered water and sewer)
- Installation of 1/3 of the sewer pipes and fittings.

Off site works

- Continuation of fabrication of the amenities buildings
 - Roof and external claddings
- Retaining wall tender under negotiation with preferred tender

Works forward schedule

For the forthcoming month, the following works are scheduled:

- Expressions of interest sought for Park operators
- Retaining wall supply order to be issued
- Pavement materials and asphalt services out to tender

On-site works

- Installation of stormwater outlet headwall
- Complete the installation of sewer
 - Delivery of sewer pump station is scheduled for early October
- Commence installation of electrical conduits (Electrical sub-contractor)

Off-site works

- Fabrication of the amenities buildings to continue with internal cladding.

Expenditure

Total Funding	\$3,000,000
Expenditure to date	\$1,728,795
Remaining	\$1,271,205

Commentary

Recent momentum with installation of services has continued with good weather.

In late October, the site will have sewer, electrical and fire service installation all occurring concurrently. The civil contractor is on track to have all utilities completed prior to the end of December.

Discussions have the contractor focusing on having the Darling St “half” of the Caravan Park completed earlier to enable Wentworth Shire Council to undertake retaining wall and roadworks. This first half is proposed for late November.

Negotiations are continuing with the retaining wall tenderer to ensure that the retaining wall works, including installation by Wentworth Shire Council, remain within the retaining wall budget.

Wentworth Shire Council crews are undertaking planning activities for the future roadworks, retaining wall installation and the concrete caravan pads to be undertaken later in the year.

Attachments

Nil

9.13 PROJECT & WORKS UPDATE - OCTOBER 2023

File Number: RPT/23/629

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

Summary

This report provides a summary of the projects and major works undertaken by the Roads and Engineering Department which have been completed during the months of September 2023 and the planned activities for October 2023.

Recommendation

That Council receives and notes the major works undertaken in September 2023 and the scheduled works for the following month.

Detailed Report

Refer below for updates of the works completed in September 2023, and the planned activities for October 2023.

Project and Works Update for September 2023	
Roads	<p><u>Pooncarie Menindee Road</u></p> <ul style="list-style-type: none"> Placing of all gravel on the 27 km road section is complete and works have commenced on the shaping and preparation of the road surface for bitumen sealing. Reinstatement of gravel pits has commenced. <p><u>Heavy Grading</u></p> <ul style="list-style-type: none"> Funded by the Regional and Local Roads Repair Program, heavy grading works were undertaken on the Rufus River Road and Cal Lal Road <p><u>Maintenance Grading</u></p> <ul style="list-style-type: none"> Completed Roads included Pine Camp, Springwood, Nulla and Tooperoopna Roads <p><u>Reseals</u></p> <ul style="list-style-type: none"> A total of 145,810m² Bitumen reseals were completed on roads in Wentworth, Curlwaa, Pomona, Dareton, Coomealla, Buronga and Gol Gol as part of Council sealing contract maintenance program.
Projects	<p><u>Gol Gol East Raw Water System Upgrade</u></p> <ul style="list-style-type: none"> Electrical and flow meter pits installed.

Junction Island Bridge

- Contractor delayed
- Proposed commencement date moved to 10th October, awaiting updated timelines.

Jockey Changerooms

- Painting of exterior to match Show Pavilion completed
- Access-for-All ramp completed connecting the Show Pavilion and Secretary's Office.
- Additional quote received for the Jockey Changeroom and awarded to Hards Homes, Mildura.

Pink Lake

- Council have assessed Public Works quote for the stormwater upgrade.

Wentworth Effluent Disposal System (EDS)

- Manufacture of the pontoon, gangway, fenders, and switchboard commenced.

Willow Bend Caravan Park

- Sewer works commenced on western half of caravan park.
- Boring for the raw water main bypass and sewer rising main completed.

Amenities Blocks

- Facia and gutter works commenced.
- Roofing works commenced.

Rose Street Stormwater – Stage 1

- Public Works quote for provision of contract documentation assessed and feedback provided to optimise their quote. Revised quote received.

Buronga Toilet Block

- Tender documents being compiled.

Wood Street Shared Path

- Path Works Complete.

Dareton Toilet Block

- RFQ documentation provided to contractors.

Wood Street Road Widening & Kerb

- Nature strip reinstated, works complete

Wood Street and Gol Gol North Road

- Continuous excavation boxing and concrete pours underway – 50% of the identified works complete.

	<p><u>Wentworth Rowing Club Building</u></p> <ul style="list-style-type: none"> • Further correspondence from the Rowing Club Executive who requested more time to consider the layout of the transportable building and Bar make-over. • Amended Development Application approval pending. <p><u>Gol Gol Water Treatment Plant</u></p> <ul style="list-style-type: none"> • Pond perimeter plinth kerbing complete • Pits and pipes installed • Perimeter footpath complete • Road base 90% complete <p><u>Dareton to Namatjira Sharedway</u></p> <ul style="list-style-type: none"> • Tender Documentation commenced. <p><u>George Gordon Sporting Complex Netball Court upgrade</u></p> <ul style="list-style-type: none"> • Tenders Received. <p><u>Wentworth Sewer Repairs</u></p> <ul style="list-style-type: none"> • Camera inspection confirmed failure of the existing sewer pipe connection at the Arthur St end due to poor ground conditions and fragile infrastructure. • Planning for re-excavation of the Arthur St end only. • Restoration commenced of the area of the oval that will not need re-excavation. <p><u>Pooncarie Racecourse Tower Repairs</u></p> <ul style="list-style-type: none"> • Works complete <p><u>Gol Gol Water Treatment Plant New Fencing & Auto Gates</u></p> <ul style="list-style-type: none"> • Works continuing. <p><u>Wentworth Showgrounds Stewards Building</u></p> <ul style="list-style-type: none"> • New wheel chair access ramp has been completed with tactile pads • Internal wall has been removed to open up area • Full exterior re-paint has been completed – now matches pavilion • 2 x new split system AC units will be installed week of - 9.10.2023 <p><u>P.S Ruby</u></p> <ul style="list-style-type: none"> • Has been cleaned after pigeon eradication.
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Projects and Works scheduled for October 2023

Roads	<p><u>Heavy Grading</u></p> <ul style="list-style-type: none"> • Funded by the Regional and Local Roads Repair Program, heavy grading works will continue on the Old Broken Hill Road and possibly the Roo Roo Road.
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	<p><u>Pooncarie Menindee Road</u></p> <ul style="list-style-type: none"> Shaping of road as per design will be carried out over the first three weeks of October ready for bitumen sealing estimated to commence late October. Request for quotes have been received for the linemarking and contract to be issued. Works will be completed late November. <p><u>Arumpo Road</u></p> <ul style="list-style-type: none"> Draft REF has been received and currently under review. No Cultural Heritage issues were identified. <p><u>Maintenance Grading</u></p> <ul style="list-style-type: none"> Works are due to commence on the Arumpo, Wamberra, and Gol Gol area roads.
<p>Projects</p>	<p><u>Gol Gol East Raw Water System Upgrade</u></p> <ul style="list-style-type: none"> Chlorine Dosing unit to be delivered to site for installation <p><u>Junction Island Bridge</u></p> <ul style="list-style-type: none"> On-site works scheduled to commence. <p><u>Pink Lake</u></p> <ul style="list-style-type: none"> Order to be issued to Public Works for the technical specification and detailed design. <p><u>Wentworth EDS</u></p> <ul style="list-style-type: none"> Manufacture of the pontoon, gangway, fenders, and switchboard to continue. <p><u>Willow Bend Caravan Park</u></p> <ul style="list-style-type: none"> Sewer works to continue along the western half of the park. Boring works to continue for the filtered water upgrade and rowing club fire service. Electrical works to commence early October. <p><u>Amenities Blocks</u></p> <ul style="list-style-type: none"> Rough-in works to commence. Internal cladding to commence. <p><u>Rose Street Stormwater – Stage 1</u></p> <ul style="list-style-type: none"> Order to be raised for technical specification and tender documentation. <p><u>Buronga Toilet Block</u></p> <ul style="list-style-type: none"> Complete tender documents and seek quotations for works. <p><u>Gol Gol Water Treatment Plant – Drainage Works</u></p> <ul style="list-style-type: none"> Works to be completed. <p><u>Dareton to Namatjira Sharedway</u></p> <ul style="list-style-type: none"> Tender to be advertised for expressions of interest.

	<p><u>George Gordon Sporting Complex Netball Court upgrade</u></p> <ul style="list-style-type: none"> • Tender evaluation undertaken awaiting Council approval <p><u>Wentworth Sewer Repairs</u></p> <ul style="list-style-type: none"> • Complete repair to the Arthur St end connection • Restoration works of the remaining oval area, including irrigation, to commence following reinstatement of excavation. <p><u>Wentworth Showgrounds Stewards Building</u></p> <ul style="list-style-type: none"> • 2 x new split system AC units will be installed week of – 9 October 2023 <p><u>Wood Street and Gol Gol North Road</u></p> <ul style="list-style-type: none"> • Works continuing, scheduled to be completed end October, weather permitting. <p><u>Buronga Shared Path</u></p> <ul style="list-style-type: none"> • Works to commence mid October. <p><u>Dareton Toilet Block</u></p> <ul style="list-style-type: none"> • Contract to be awarded and works to commence late October.
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Flood Recovery Works

Flood Recovery	<p><u>Junction Park</u></p> <ul style="list-style-type: none"> • 2 x Switchboard • No further progress. • Installation of the new playground is scheduled for late October <p><u>Wentworth Ski Reserve</u></p> <ul style="list-style-type: none"> • Boat ramp Works to be completed Mid-October • Solar light – Works Complete <p><u>Roads</u></p> <ul style="list-style-type: none"> • Repairs and sealing of bitumen surfaces will be carried out on washouts caused by the recent flooding including the Low Darling, two on Old Wentworth and three on the Pooncarie Road. • Reinstatement of road washouts caused from the Anabranche flooding. Contractors have relocated machinery to site and will fill in washouts to give access to neighbouring properties. Washout locations include Nitchie Lake Milkengay Creek, Nitchie Lake and Stoney Crossing Roo Roo Road, 183 Dam and Nialia Lake on the Old Broken Hill Road <p><u>Fotherby Park</u></p> <ul style="list-style-type: none"> • Removal of the existing playground to be completed with contractor engaged to carry out additional earthworks in preparation of the new installation.
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Attachments

1. Gol Gol Water Treatment Plant - Drainage Works [↓](#) 
2. Gol Gol Water Treatment Plant - Fencing & Conduit [↓](#) 
3. Wentworth Showgrounds Stewards Building [↓](#) 
4. Wentworth Primary Oval Repairs & Old Broken Hill Rd - 183 Dam [↓](#) 
5. Old Broken Hill Road Nialia Lake & Wentworth Ski Reserve Solar Light [↓](#) 

26/09/2023 14:00



26/09/2023 14:01











10 NOTICES OF MOTIONS / QUESTIONS WITH NOTICE

10.1 DEPARTMENT OF FISHERIES LOSS OF KEY STAFF AND WELLBEING BURDEN

File Number: RPT/23/676

Councillor MacAllister has indicated her intention to move the following motion:

Motion

That Council write to the Minister for Agriculture, Regional NSW and Western NSW the Honorable Tara Moriarty, expressing concern about the recent resignation of key staff in Fisheries, resulting in considerable loss of experience and knowledge about the rivers lakes and wetlands in Western NSW, and seeking urgent action in line with recommendations of the NSW Chief Scientist.

Background

Multiple native fish kills in the rivers of the Murray and Lower Darling-Baaka, including at Menindee, a result of mismanagement of water upstream, providing a noticeable decrease in inflows into the Menindee lakes, has created an unacceptable cumulative level of psycho-emotional burden impacting staff who work in local Fisheries.

Having previously lost Peter Heath and Clayton Sharpe, from key positions in and providing advice to Fisheries, the most recent loss of Iain Ellis represents significant 'brain drain' and bringing other staff in from other areas of NSW will not replace the level of knowledge, scientific advice and expertise and intimate knowledge of the creeks, rivers and wetlands of the Far West of NSW.

Council would urge the Minister to seek appropriate mental health responses early and often to provide psychological first aid and/or training to Fisheries staff who have been called in at the point of mass fish kills, or who can see the signs pointing to yet another such devastating event.

Not only do Fisheries staff have the unenviable job of dealing with biomass comprising dead fish and witnessing the death throes and struggles of our native river fauna, they are often left to deal with the very real and visceral pain experienced within communities, as they once again live with kilometres of dead fish floating along their beloved waterways.

In line with the recommendations from the NSW Chief Scientist, early warning and initial response processes must be integrated and include (but not limited to) the following:

Recommendation 1.5

In consultation with the MDBA, explore how the management of Menindee Lakes as a shared interjurisdictional resource can be better managed to mitigate water quality and fish deaths in Weir 32 weir pool (or Menindee weir pool).

Recommendation 1.7

Review the risk assessment and mitigation strategies for managing low dissolved oxygen included in the Murray and Lower Darling Water Quality Management Plan to reflect water quality issues and mass fish deaths observed in 2018-19 and 2022-23.

Recommendation 2.1

A NSW (state-wide) water quality and monitoring strategy, implemented within 12 months, which is

publicly available and updated regularly, including quarterly progress reports on its development. The strategy should encompass or be linked to:

- an early warning system drawing on improved monitoring and modelling and a plan to activate

strategies to mitigate fish death events

- an evaluation and adaptive learning program informed by improved real-time data, modelling and

assessment of the effectiveness of interventions to improve water quality and system health and

resilience.

Recommendation 2.2

Accelerate the work program for installing dissolved oxygen sensors in high-risk areas, particularly the Lower Darling-Baaka where several major fish death events have occurred in recent years.

While the majority of mass fish kill events have occurred in Menindee, the whole of the Darling-Baaka is impacted through to its confluence with the Murray (where, indeed blackwater events have also resulted in mass deaths of especially Murray cod in recent memory).

The risk is that significant knowledge gaps reduce resilience and responsiveness within the community and devalue years of hard work and advice provided. Mr Ellis has written many reports regarding fish kills and arguably knows better than anyone what is needed in our little corner of the world. His loss, along with Mr Heath and Mr Sharpe will be sorely missed by river communities who remain grateful for all the long hours and emotional burden they have individually and collectively shouldered for, with and on behalf of our communities.

Attachments

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 George Gordon Netball Court Refurbishment. (RPT/23/615)

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.

12.2 Aerodrome Usage - Circuit Training. (RPT/23/584)

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 OPEN COUNCIL - REPORT FROM CLOSED COUNCIL

12.1 GEORGE GORDON NETBALL COURT REFURBISHMENT

File Number: RPT/23/615

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Ryan Thomson - Project Engineer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

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.

12.2 AERODROME USAGE - CIRCUIT TRAINING

File Number: RPT/23/584

Responsible Officer: Ken Ross - General Manager

Responsible Division: Office of the General Manager

Reporting Officer: Ken Ross - General Manager

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

Strategy: 1.3 High quality connectivity across the region

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.

13 CONCLUSION OF THE MEETING

NEXT MEETING

15 November 2023