



Greater
Hume
Council



Code of Meeting Practice 2022

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1 INTRODUCTION

This Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is prescribed under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2021* (the Regulation).

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

Councils must adopt a code of meeting practice that incorporates the mandatory provisions of the Model Meeting Code.

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

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

2 MEETING PRINCIPLES

2.1 Council and committee meetings should be:

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

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

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

Principled: Decisions are informed by the principles prescribed under Chapter 3 of the Act.

Trusted: The community has confidence that councillors and staff act ethically and make decisions in the interests of the whole community.

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

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

Orderly: Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

3 BEFORE THE MEETING

Timing of ordinary council meetings

3.1 Ordinary meetings of the council will be held on the following occasions:

Date: Third Wednesday of each month with the exception of January.

Time: Commence at 6pm with a public forum immediately preceding the Council meeting.

Venue: Holbrook Community Meeting Room or as otherwise resolved by Council.

3.2 DELETED

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

Extraordinary meetings

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

Note: Clause 3.3 reflects section 366 of the Act.

Notice to the public of council meetings

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

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

3.5 For the purposes of clause 3.4, notice of a meeting of the council and of a committee of council is to be published before the meeting takes place. The notice must be published on the council's website, and in such other manner that the council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.

3.6 For the purposes of clause 3.4, notice of more than one (1) meeting may be given in the same notice.

Notice to councillors of ordinary council meetings

3.7 The general manager must send to each councillor, at least three (3) days before each meeting of the council, a notice specifying the time, date and place

at which the meeting is to be held, and the business proposed to be considered at the meeting.

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

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

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

Notice to councillors of extraordinary meetings

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

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

Giving notice of business to be considered at council meetings

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

Questions with notice

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

Agenda and business papers for ordinary meetings

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

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

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

Statement of ethical obligations

- 3.23 Business papers for all ordinary and extraordinary meetings of the council and committees of the council must contain a statement reminding councillors of their oath or affirmation of office made under section 233A of the Act and their obligations under the council's code of conduct to disclose and appropriately manage conflicts of interest.

Availability of the agenda and business papers to the public

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

Note: Clause 3.24 reflects section 9(2) and (4) of the Act.

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

Note: Clause 3.25 reflects section 9(2A)(b) of the Act.

- 3.26 For the purposes of clause 3.24, copies of agendas and business papers must be published on the council's website and made available to the public at a time that is as close as possible to the time they are available to councillors.

Note: Clause 3.26 reflects section 9(3) of the Act.

- 3.27 A copy of an agenda, or of an associated business paper made available under clause 3.24, may in addition be given or made available in electronic form.

Note: Clause 3.27 reflects section 9(5) of the Act.Agenda and business papers for extraordinary meetings

- 3.28 The general manager must ensure that the agenda for an extraordinary meeting of the council deals only with the matters stated in the notice of the meeting.

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

4 PUBLIC FORUMS

- 4.1 The council may hold a public forum prior to each ordinary meeting of the council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to extraordinary council meetings and meetings of committees of the council.
- 4.2 Public forums may be held by audio-visual link.
- 4.3 Public forums are to be chaired by the mayor or their nominee.
- 4.4 To speak at a public forum, a person must first make an application to the council in the approved form. Applications to speak at the public forum must be received by 5pm on the Monday immediately preceeding the meeting date on which the public forum is to be held, and must identify the item of business on the agenda of the council meeting the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item.
- 4.5 A person may apply to speak on no more than two items of business on the agenda of the council meeting.
- 4.6 Legal representatives acting on behalf of others are not to be permitted to speak at a public forum unless they identify their status as a legal representative when applying to speak at the public forum.
- 4.7 The general manager or their delegate may refuse an application to speak at a public forum. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 4.8 No more than five speakers are to be permitted to speak 'for' or 'against' each item of business on the agenda for the council meeting.

- 4.9 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to address the council on the item of business. If the speakers are not able to agree on whom to nominate to address the council, the general manager or their delegate is to determine who will address the council at the public forum.
- 4.10 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may, in consultation with the mayor or the mayor's nominated chairperson, increase the number of speakers permitted to speak on an item of business, where they are satisfied that it is necessary to do so to allow the council to hear a fuller range of views on the relevant item of business.
- 4.11 Approved speakers at the public forum are to register with the council any written, visual or audio material to be presented in support of their address to the council at the public forum, and to identify any equipment needs no more than two days before the public forum. The general manager or their delegate may refuse to allow such material to be presented.
- 4.12 The general manager or their delegate is to determine the order of speakers at the public forum.
- 4.13 Each speaker will be allowed five minutes to address the council. This time is to be strictly enforced by the chairperson.
- 4.14 Speakers at public forums must not digress from the item on the agenda of the council meeting they have applied to address the council on. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.
- 4.15 A councillor (including the chairperson) may, through the chairperson, ask questions of a speaker following their address at a public forum. Questions put to a speaker must be direct, succinct and without argument.
- 4.16 Speakers are under no obligation to answer a question put under clause 4.15. Answers by the speaker, to each question are to be limited to one minutes.
- 4.17 Speakers at public forums cannot ask questions of the council, councillors, or council staff.
- 4.18 The general manager or their nominee may, with the concurrence of the chairperson, address the council for up to five minutes in response to an address to the council at a public forum after the address and any subsequent questions and answers have been finalised.
- 4.19 Where an address made at a public forum raises matters that require further consideration by council staff, the general manager may recommend that the council defer consideration of the matter pending the preparation of a further report on the matters.

- 4.20 When addressing the council, speakers at public forums must comply with this code and all other relevant council codes, policies, and procedures. Speakers must refrain from engaging in disorderly conduct, publicly alleging breaches of the council's code of conduct or making other potentially defamatory statements.
- 4.21 If the chairperson considers that a speaker at a public forum has engaged in conduct of the type referred to in clause 4.20, the chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate comments. Where the speaker fails to comply with the chairperson's request, the chairperson may immediately require the person to stop speaking.
- 4.22 Clause 4.21 does not limit the ability of the chairperson to deal with disorderly conduct by speakers at public forums in accordance with the provisions of Part 15 of this code.
- 4.23 Where a speaker engages in conduct of the type referred to in clause 4.20, the general manager or their delegate may refuse further applications from that person to speak at public forums for such a period as the general manager or their delegate considers appropriate.
- 4.24 Councillors (including the mayor) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of an address at a public forum, in the same way that they are required to do so at a council or committee meeting. The council is to maintain a written record of all conflict of interest declarations made at public forums and how the conflict of interest was managed by the councillor who made the declaration.

Note: Public forums should not be held as part of a council or committee meeting. Council or committee meetings should be reserved for decision-making by the council or committee of council. Where a public forum is held as part of a council or committee meeting, it must be conducted in accordance with the other requirements of this code relating to the conduct of council and committee meetings.

5 COMING TOGETHER

Attendance by councillors at meetings

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

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

- 5.2 A councillor cannot participate in a meeting of the council or of a committee of the council unless personally present at the meeting, unless permitted to attend the meeting by audio-visual link under this code.

- 5.3 DELETED
- 5.4 Where a councillor is unable to attend one or more ordinary meetings of the council, the councillor should request that the council grant them a leave of absence from those meetings. This clause does not prevent a councillor from making an apology if they are unable to attend a meeting. However, the acceptance of such an apology does not constitute the granting of a leave of absence for the purposes of this code and the Act.
- 5.5 A councillor's request for leave of absence from council meetings should, if practicable, identify (by date) the meetings from which the councillor intends to be absent and the grounds upon which the leave of absence is being sought.
- 5.6 The council must act reasonably when considering whether to grant a councillor's request for a leave of absence.
- 5.7 A councillor's civic office will become vacant if the councillor is absent from three (3) consecutive ordinary meetings of the council without prior leave of the council, or leave granted by the council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

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

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

The quorum for a meeting

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

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

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

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

- 5.11 A meeting of the council must be adjourned if a quorum is not present:
- (a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
 - (b) within half an hour after the time designated for the holding of the meeting, or
 - (c) at any time during the meeting.

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

Meetings held by audio-visual link

- 5.16 A meeting of the council or a committee of the council may be held by audio-visual link where the mayor determines that the meeting should be held by audio-visual link because of a natural disaster or a public health emergency. The mayor may only make a determination under this clause where they are satisfied that attendance at the meeting may put the health and safety of councillors and staff at risk. The mayor must make a determination under this clause in consultation with the general manager and, as far as is practicable, with each councillor.
- 5.17 Where the mayor determines under clause 5.16 that a meeting is to be held by audio-visual link, the general manager must:
- (a) give written notice to all councillors that the meeting is to be held by audio-visual link, and
 - (b) take all reasonable steps to ensure that all councillors can participate in the meeting by audio-visual link, and
 - (c) cause a notice to be published on the council's website and in such other manner the general manager is satisfied will bring it to the attention of as many people as possible, advising that the meeting is to be held by audio-visual link and providing information about where members of the public may view the meeting.
- 5.18 This code applies to a meeting held by audio-visual link under clause 5.16 in the same way it would if the meeting was held in person.

Note: Where a council holds a meeting by audio-visual link under clause 5.16, it is still required under section 10 of the Act to provide a physical venue for members of the public to attend in person and observe the meeting.

Attendance by councillors at meetings by audio-visual link

- 5.19 Councillors may attend and participate in meetings of the council and committees of the council by audio-visual link with the approval of the council or the relevant committee.
- 5.20 A request by a councillor for approval to attend a meeting by audio-visual link must be made in writing to the general manager prior to the meeting in question and must provide reasons why the councillor will be prevented from attending the meeting in person.
- 5.21 Councillors may request approval to attend more than one meeting by audio-visual link. Where a councillor requests approval to attend more than one meeting by audio-visual link, the request must specify the meetings the request relates to in addition to the information required under clause 5.20.
- 5.22 The council must comply with the Health Privacy Principles prescribed under the *Health Records and Information Privacy Act 2002* when collecting, holding, using and disclosing health information in connection with a request by a councillor to attend a meeting by audio-visual link.
- 5.23 A councillor who has requested approval to attend a meeting of the council or a committee of the council by audio-visual link may participate in the meeting by audio-visual link until the council or committee determines whether to approve their request and is to be taken as present at the meeting. The councillor may participate in a decision in relation to their request to attend the meeting by audio-visual link.
- 5.24 A decision whether to approve a request by a councillor to attend a meeting of the council or a committee of the council by audio-visual link must be made by a resolution of the council or the committee concerned. The resolution must state:
- (a) the meetings the resolution applies to, and
 - (b) the reason why the councillor is being permitted to attend the meetings by audio-visual link where it is on grounds other than illness, disability, or caring responsibilities.
- 5.25 If the council or committee refuses a councillor's request to attend a meeting by audio-visual link, their link to the meeting is to be terminated.
- 5.26 A decision whether to approve a councillor's request to attend a meeting by audio-visual link is at the council's or the relevant committee's discretion. The council and committees of the council must act reasonably when considering requests by councillors to attend meetings by audio-visual link. However, the council and committees of the council are under no obligation to approve a councillor's request to attend a meeting by audio-visual link where the technical

capacity does not exist to allow the councillor to attend the meeting by these means.

- 5.27 The council and committees of the council may refuse a councillor's request to attend a meeting by audio-visual link where the council or committee is satisfied that the councillor has failed to appropriately declare and manage conflicts of interest, observe confidentiality or to comply with this code on one or more previous occasions they have attended a meeting of the council or a committee of the council by audio-visual link.
- 5.28 This code applies to a councillor attending a meeting by audio-visual link in the same way it would if the councillor was attending the meeting in person. Where a councillor is permitted to attend a meeting by audio-visual link under this code, they are to be taken as attending the meeting in person for the purposes of the code and will have the same voting rights as if they were attending the meeting in person.
- 5.29 A councillor must give their full attention to the business and proceedings of the meeting when attending a meeting by audio-visual link. The councillor's camera must be on at all times during the meeting except as may be otherwise provided for under this code.
- 5.30 A councillor must be appropriately dressed when attending a meeting by audio-visual link and must ensure that no items are within sight of the meeting that are inconsistent with the maintenance of order at the meeting or that are likely to bring the council or the committee into disrepute.

Entitlement of the public to attend council meetings

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

Note: Clause 5.31 reflects section 10(1) of the Act.

- 5.32 Clause 5.31 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.

- 5.33 A person (whether a councillor or another person) is not entitled to be present at a meeting of the council or a committee of the council if expelled from the meeting:

- (a) by a resolution of the meeting, or
- (b) by the person presiding at the meeting if the council has, by resolution, authorised the person presiding to exercise the power of expulsion.

Note: Clause 5.33 reflects section 10(2) of the Act.

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

15.15 authorises chairpersons to expel persons other than councillors from a council or committee meeting.

Webcasting of meetings

- 5.34 Each meeting of the council or a committee of the council is to be recorded by means of an audio or audio-visual device.
- 5.35 At the start of each meeting of the council or a committee of the council, the chairperson must inform the persons attending the meeting that:
- (a) the meeting is being recorded and made publicly available on the council's website, and
 - (b) persons attending the meeting should refrain from making any defamatory statements.
- 5.36 The recording of a meeting is to be made publicly available on the council's website:
- (a) at the same time as the meeting is taking place, or
 - (b) as soon as practicable after the meeting.
- 5.37 The recording of a meeting is to be made publicly available on the council's website for at least 12 months after the meeting.
- 5.38 Clauses 5.36 and 5.37 do not apply to any part of a meeting that has been closed to the public in accordance with section 10A of the Act.
- Note: Clauses 5.34 – 5.38 reflect section 236 of the Regulation.**
- 5.39 Recordings of meetings may be disposed of in accordance with the *State Records Act 1998*.

Attendance of the general manager and other staff at meetings

- 5.40 The general manager is entitled to attend, but not to vote at, a meeting of the council or a meeting of a committee of the council of which all of the members are councillors.
- Note: Clause 5.40 reflects section 376(1) of the Act.**
- 5.41 The general manager is entitled to attend a meeting of any other committee of the council and may, if a member of the committee, exercise a vote.
- Note: Clause 5.41 reflects section 376(2) of the Act.**
- 5.42 The general manager may be excluded from a meeting of the council or a committee while the council or committee deals with a matter relating to the standard of performance of the general manager or the terms of employment of the general manager.
- Note: Clause 5.42 reflects section 376(3) of the Act.**

- 5.43 The attendance of other council staff at a meeting, (other than as members of the public) shall be with the approval of the general manager.
- 5.44 The general manager and other council staff may attend meetings of the council and committees of the council by audio-visual-link. Attendance by council staff at meetings by audio-visual link (other than as members of the public) shall be with the approval of the general manager.

6 THE CHAIRPERSON

The chairperson at meetings

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

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

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

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

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

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

- 6.4 The election of a chairperson must be conducted:

- (a) by the general manager or, in their absence, an employee of the council designated by the general manager to conduct the election, or
- (b) by the person who called the meeting or a person acting on their behalf if neither the general manager nor a designated employee is present at the meeting, or if there is no general manager or designated employee.

- 6.5 If, at an election of a chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the chairperson is to be the candidate whose name is chosen by lot.

- 6.6 For the purposes of clause 6.5, the person conducting the election must:

- (a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
- (b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.

- 6.7 The candidate whose name is on the drawn slip is the candidate who is to be the chairperson.

- 6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

Chairperson to have precedence

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

7 MODES OF ADDRESS

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

8 ORDER OF BUSINESS FOR ORDINARY COUNCIL MEETINGS

- 8.1 DELETED
- 8.2 The general order of business for an ordinary meeting of the council shall be: **[councils may adapt the following order of business to meet their needs]**
- 01 Opening meeting
 - 02 Prayer
 - 03 Acknowledgement of country
 - 04 Apologies and applications for a leave of absence or attendance by audio-visual link by councillors
 - 05 Confirmation of minutes
 - 06 Action report from the Minutes
 - 07 Disclosures of interests
 - 08 Mayoral minute(s)
 - 09 Notices of motions/Questions with notice
 - 10 Reports from Officers
 - 11 Matters of Urgency
 - 12 Confidential matters
 - 13 Conclusion of the meeting

Note: Councils must use either clause 8.1 or 8.2.

- 8.3 The order of business as fixed under clause 8.2 may be altered for a particular meeting of the council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.

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

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

9 CONSIDERATION OF BUSINESS AT COUNCIL MEETINGS

Business that can be dealt with at a council meeting

- 9.1 The council must not consider business at a meeting of the council:
- (a) unless a councillor has given notice of the business, as required by clause 3.10, and
 - (b) unless notice of the business has been sent to the councillors in accordance with clause 3.7 in the case of an ordinary meeting or clause 3.9 in the case of an extraordinary meeting called in an emergency.
- 9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:
- (a) is already before, or directly relates to, a matter that is already before the council, or
 - (b) is the election of a chairperson to preside at the meeting, or
 - (c) subject to clause 9.9, is a matter or topic put to the meeting by way of a mayoral minute, or
 - (d) is a motion for the adoption of recommendations of a committee, including, but not limited to, a committee of the council.
- 9.3 Despite clause 9.1, business may be considered at a meeting of the council even though due notice of the business has not been given to the councillors if:
- (a) a motion is passed to have the business considered at the meeting, and
 - (b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 9.4 A motion moved under clause 9.3(a) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 9.3(a) can speak to the motion before it is put.
- 9.5 A motion of dissent cannot be moved against a ruling by the chairperson under clause 9.3(b).

Mayoral minutes

- 9.6 Subject to clause 9.9, if the mayor is the chairperson at a meeting of the council, the mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that is within the jurisdiction of the council, or of which the council has official knowledge.
- 9.7 A mayoral minute, when put to a meeting, takes precedence over all business on the council's agenda for the meeting. The chairperson (but only if the

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

Staff reports

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

Reports of committees of council

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

Questions

- 9.14 A question must not be asked at a meeting of the council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.10 and 3.14.
- 9.15 A councillor may, through the chairperson, put a question to another councillor about a matter on the agenda.
- 9.16 A councillor may, through the general manager, put a question to a council employee about a matter on the agenda. Council employees are only obliged to answer a question put to them through the general manager at the direction of the general manager.
- 9.17 A councillor or council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to information. Where a councillor or council employee to whom a question is put is unable to respond

to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the council.

- 9.18 Councillors must put questions directly, succinctly, respectfully and without argument.
- 9.19 The chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a councillor or council employee.

10 RULES OF DEBATE

Motions to be seconded

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

Notices of motion

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

Chairperson's duties with respect to motions

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

Motions requiring the expenditure of funds

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

Amendments to motions

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

Foreshadowed motions

- 10.17 A councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the council, without a seconder during debate on the original motion. The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 10.18 Where an amendment has been moved and seconded, a councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with. There is no limit to the number of foreshadowed amendments that may be put before the council at

any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.

- 10.19 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.

Limitations on the number and duration of speeches

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

- 10.29 All councillors must be heard without interruption and all other councillors must, unless otherwise permitted under this code, remain silent while another councillor is speaking.
- 10.30 Once the debate on a matter has concluded and a matter has been dealt with, the chairperson must not allow further debate on the matter.

11 VOTING

Voting entitlements of councillors

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

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

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

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

- 11.3 Where the chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.

- 11.4 DELETED

Voting at council meetings

- 11.5 A councillor who is present at a meeting of the council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.

- 11.6 DELETED

- 11.7 DELETED

- 11.8 DELETED

- 11.9 DELETED

- 11.10 Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, the council may resolve that the voting in any election by councillors for mayor or deputy mayor is to be by secret ballot.

- 11.11 All voting at council meetings, (including meetings that are closed to the public), must be recorded in the minutes of meetings with the names of councillors who voted for and against each motion or amendment, (including the use of the casting vote), being recorded.

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

Voting on planning decisions

- 11.12 The general manager must keep a register containing, for each planning decision made at a meeting of the council or a council committee (including, but not limited to a committee of the council), the names of the councillors who supported the decision and the names of any councillors who opposed (or are taken to have opposed) the decision.
- 11.13 DELETED
- 11.14 Each decision recorded in the register is to be described in the register or identified in a manner that enables the description to be obtained from another publicly available document.
- 11.15 Clauses 11.12–11.14 apply also to meetings that are closed to the public.

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

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

12 COMMITTEE OF THE WHOLE

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

Note: Clause 12.1 reflects section 373 of the Act.

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

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

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

13 DEALING WITH ITEMS BY EXCEPTION

- 13.1 The council or a committee of council may, at any time, resolve to adopt multiple items of business on the agenda together by way of a single resolution.

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

14 CLOSURE OF COUNCIL MEETINGS TO THE PUBLIC

Grounds on which meetings can be closed to the public

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

- (i) alleged contraventions of the council's code of conduct.

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

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

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

Matters to be considered when closing meetings to the public

- 14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:

- (a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
- (b) if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

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

- 14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:

- (a) are substantial issues relating to a matter in which the council or committee is involved, and
- (b) are clearly identified in the advice, and
- (c) are fully discussed in that advice.

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

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

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

- 14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:

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

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

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

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

Notice of likelihood of closure not required in urgent cases

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

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

Representations by members of the public

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

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

- 14.10 A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 14.11 Where the matter has been identified in the agenda of the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to the council in the approved form. Applications must be received by 5pm on the Monday immediately preceding the meeting before the meeting at which the matter is to be considered.
- 14.12 The general manager (or their delegate) may refuse an application made under clause 14.11. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 14.13 No more than **five** speakers are to be permitted to make representations under clause 14.9.
- 14.14 If more than the permitted number of speakers apply to make representations under clause 14.9, the general manager or their delegate may request the

speakers to nominate from among themselves the persons who are to make representations to the council. If the speakers are not able to agree on whom to nominate to make representations under clause 14.9, the general manager or their delegate is to determine who will make representations to the council.

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

Expulsion of non-councillors from meetings closed to the public

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

Obligations of councillors attending meetings by audio-visual link

- 14.20 Councillors attending a meeting by audio-visual link must ensure that no other person is within sight or hearing of the meeting at any time that the meeting is closed to the public under section 10A of the Act.

Information to be disclosed in resolutions closing meetings to the public

- 14.21 The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:
- (a) the relevant provision of section 10A(2) of the Act,
 - (b) the matter that is to be discussed during the closed part of the meeting,
 - (c) the reasons why the part of the meeting is being closed, including (if the

matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

Note: Clause 14.21 reflects section 10D of the Act.

Resolutions passed at closed meetings to be made public

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

15 KEEPING ORDER AT MEETINGS

Points of order

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

Questions of order

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

Motions of dissent

- 15.8 A councillor can, without notice, move to dissent from a ruling of the chairperson on a point of order or a question of order. If that happens, the chairperson must suspend the business before the meeting until a decision is made on the motion of dissent.
- 15.9 If a motion of dissent is passed, the chairperson must proceed with the suspended business as though the ruling dissented from had not been given. If, as a result of the ruling, any motion or business has been rejected as out of order, the chairperson must restore the motion or business to the agenda and proceed with it in due course.
- 15.10 Despite any other provision of this code, only the mover of a motion of dissent and the chairperson can speak to the motion before it is put. The mover of the motion does not have a right of general reply.

Acts of disorder

- 15.11 A councillor commits an act of disorder if the councillor, at a meeting of the council or a committee of the council:
- (a) contravenes the Act, the Regulation or this code, or
 - (b) assaults or threatens to assault another councillor or person present at the meeting, or
 - (c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the council or the committee, or addresses or attempts to address the council or the committee on such a motion, amendment or matter, or
 - (d) insults, makes unfavourable personal remarks about, or imputes improper motives to any other council official, or alleges a breach of the council's code of conduct, or
 - (e) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the council or the committee into disrepute.

Note: Clause 15.11 reflects section 182 of the Regulation.

- 15.12 The chairperson may require a councillor:
- (a) to apologise without reservation for an act of disorder referred to in clauses 15.11(a), (b), or (e), or
 - (b) to withdraw a motion or an amendment referred to in clause 15.11(c) and, where appropriate, to apologise without reservation, or
 - (c) to retract and apologise without reservation for any statement that constitutes an act of disorder referred to in clauses 15.11(d) and (e).

Note: Clause 15.12 reflects section 233 of the Regulation.

How disorder at a meeting may be dealt with

- 15.13 If disorder occurs at a meeting of the council, the chairperson may adjourn the meeting for a period of not more than fifteen (15) minutes and leave the chair. The council, on reassembling, must, on a question put from the chairperson,

decide without debate whether the business is to be proceeded with or not. This clause applies to disorder arising from the conduct of members of the public as well as disorder arising from the conduct of councillors.

Expulsion from meetings

15.14 DELETED

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

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

15.16 Clause 15.15 does not limit the ability of the council or a committee of the council to resolve to expel a person, including a councillor, from a council or committee meeting, under section 10(2)(a) of the Act.

15.17 A councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for having failed to comply with a requirement under clause 15.12. The expulsion of a councillor from the meeting for that reason does not prevent any other action from being taken against the councillor for the act of disorder concerned.

Note: Clause 15.17 reflects section 233(2) of the Regulation.

15.18 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for engaging in or having engaged in disorderly conduct at the meeting.

15.19 Where a councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.

15.20 If a councillor or a member of the public fails to leave the place where a meeting of the council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the councillor or member of the public from that place and, if necessary, restrain the councillor or member of the public from re-entering that place for the remainder of the meeting.

How disorder by councillors attending meetings by audio-visual link may be dealt with

15.21 Where a councillor is attending a meeting by audio-visual link, the chairperson or a person authorised by the chairperson may mute the councillor's audio link to the meeting for the purposes of enforcing compliance with this code.

15.22 If a councillor attending a meeting by audio-visual link is expelled from a meeting for an act of disorder, the chairperson of the meeting or a person

authorised by the chairperson, may terminate the councillor's audio-visual link to the meeting.

Use of mobile phones and the unauthorised recording of meetings

- 15.23 Councillors, council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the council and committees of the council.
- 15.24 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of the council or a committee of the council without the prior authorisation of the council or the committee.
- 15.25 Without limiting clause 15.18, a contravention of clause 15.24 or an attempt to contravene that clause, constitutes disorderly conduct for the purposes of clause 15.18. Any person who contravenes or attempts to contravene clause 15.24, may be expelled from the meeting as provided for under section 10(2) of the Act.
- 15.26 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

16 CONFLICTS OF INTEREST

- 16.1 All councillors and, where applicable, all other persons, must declare and manage any conflicts of interest they may have in matters being considered at meetings of the council and committees of the council in accordance with the council's code of conduct. All declarations of conflicts of interest and how the conflict of interest was managed by the person who made the declaration must be recorded in the minutes of the meeting at which the declaration was made.
- 16.2 Councillors attending a meeting by audio-visual link must declare and manage any conflicts of interest they may have in matters being considered at the meeting in accordance with the council's code of conduct. Where a councillor has declared a pecuniary or significant non-pecuniary conflict of interest in a matter being discussed at the meeting, the councillor's audio-visual link to the meeting must be suspended or terminated and the councillor must not be in sight or hearing of the meeting at any time during which the matter is being considered or discussed by the council or committee, or at any time during which the council or committee is voting on the matter.

17 DECISIONS OF THE COUNCIL

Council decisions

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

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

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

Rescinding or altering council decisions

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

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

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

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

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

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

- 17.6 A notice of motion to alter or rescind a resolution, and a notice of motion which has the same effect as a motion which has been lost, must be signed by three (3) councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost.

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

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

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

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

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

- 17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.11 with the consent of all signatories to the notice of motion.

- 17.10 DELETED

17.11 A motion to alter or rescind a resolution of the council may be moved on the report of a committee of the council and any such report must be recorded in the minutes of the meeting of the council.

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

17.12 Subject to clause 17.7, in cases of urgency, a motion to alter or rescind a resolution of the council may be moved at the same meeting at which the resolution was adopted, where:

- (a) a notice of motion signed by three councillors is submitted to the chairperson, and
- (b) a motion to have the motion considered at the meeting is passed, and
- (c) the chairperson rules the business that is the subject of the motion is of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.

17.13 A motion moved under clause 17.12(b) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.12(b) can speak to the motion before it is put.

17.14 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.12(c).

Recommitting resolutions to correct an error

17.15 Despite the provisions of this Part, a councillor may, with the leave of the chairperson, move to recommit a resolution adopted at the same meeting:

- (a) to correct any error, ambiguity or imprecision in the council's resolution, or
- (b) to confirm the voting on the resolution.

17.16 In seeking the leave of the chairperson to move to recommit a resolution for the purposes of clause 17.15(a), the councillor is to propose alternative wording for the resolution.

17.17 The chairperson must not grant leave to recommit a resolution for the purposes of clause 17.15(a), unless they are satisfied that the proposed alternative wording of the resolution would not alter the substance of the resolution previously adopted at the meeting.

17.18 A motion moved under clause 17.15 can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.15 can speak to the motion before it is put.

17.19 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.15.

17.20 A motion moved under clause 17.15 with the leave of the chairperson cannot be voted on unless or until it has been seconded.

18 TIME LIMITS ON COUNCIL MEETINGS

- 18.1 Meetings of the council and committees of the council are to conclude no later than 10pm.
- 18.2 If the business of the meeting is unfinished at 10pm, the council or the committee may, by resolution, extend the time of the meeting.
- 18.3 If the business of the meeting is unfinished at 10pm, and the council does not resolve to extend the meeting, the chairperson must either:
- (a) defer consideration of the remaining items of business on the agenda to the next ordinary meeting of the council, or
 - (b) adjourn the meeting to a time, date and place fixed by the chairperson.
- 18.4 Clause 18.3 does not limit the ability of the council or a committee of the council to resolve to adjourn a meeting at any time. The resolution adjourning the meeting must fix the time, date and place that the meeting is to be adjourned to.
- 18.5 Where a meeting is adjourned under clause 18.3 or 18.4, the general manager must:
- (a) individually notify each councillor of the time, date and place at which the meeting will reconvene, and
 - (b) publish the time, date and place at which the meeting will reconvene on the council's website and in such other manner that the general manager is satisfied is likely to bring notice of the time, date and place of the reconvened meeting to the attention of as many people as possible.

19 AFTER THE MEETING

Minutes of meetings

- 19.1 The council is to keep full and accurate minutes of the proceedings of meetings of the council.
- Note: Clause 19.1 reflects section 375(1) of the Act.**
- 19.2 At a minimum, the general manager must ensure that the following matters are recorded in the council's minutes:
- (a) the names of councillors attending a council meeting and whether they attended the meeting in person or by audio-visual link,
 - (b) details of each motion moved at a council meeting and of any amendments moved to it,
 - (c) the names of the mover and seconder of the motion or amendment,
 - (d) whether the motion or amendment was passed or lost, and
 - (e) such other matters specifically required under this code.
- 19.3 The minutes of a council meeting must be confirmed at a subsequent meeting of the council.

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

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

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

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

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

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

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

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

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

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

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

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

Implementation of decisions of the council

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

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

20 COUNCIL COMMITTEES

Application of this Part

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

Council committees whose members are all councillors

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

Functions of committees

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

Notice of committee meetings

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

Attendance at committee meetings

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

Non-members entitled to attend committee meetings

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

Chairperson and deputy chairperson of council committees

- 20.11 The chairperson of each committee of the council must be:
- (a) the mayor, or
 - (b) if the mayor does not wish to be the chairperson of a committee, a member of the committee elected by the council, or
 - (c) if the council does not elect such a member, a member of the committee elected by the committee.
- 20.12 The council may elect a member of a committee of the council as deputy chairperson of the committee. If the council does not elect a deputy chairperson of such a committee, the committee may elect a deputy chairperson.
- 20.13 If neither the chairperson nor the deputy chairperson of a committee of the council is able or willing to preside at a meeting of the committee, the committee must elect a member of the committee to be acting chairperson of the committee.
- 20.14 The chairperson is to preside at a meeting of a committee of the council. If the chairperson is unable or unwilling to preside, the deputy chairperson (if any) is to preside at the meeting, but if neither the chairperson nor the deputy chairperson is able or willing to preside, the acting chairperson is to preside at the meeting.

Procedure in committee meetings

- 20.15 Subject to any specific requirements of this code, each committee of the council may regulate its own procedure. The provisions of this code are to be taken to apply to all committees of the council unless the council or the committee determines otherwise in accordance with this clause.
- 20.16 Whenever the voting on a motion put to a meeting of the committee is equal, the chairperson of the committee is to have a casting vote as well as an original vote unless the council or the committee determines otherwise in accordance with clause 20.15.
- 20.17 A motion at a committee of a joint organisation is taken to be lost in the event of an equality of votes.

Note: Clause 20.17 reflects section 397E of the Regulation. Joint organisations must adopt clause 20.17 and omit clause 20.16. Councils

must not adopt clause 20.17.

- 20.18 Voting at a council committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

Closure of committee meetings to the public

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

Disorder in committee meetings

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

Minutes of council committee meetings

- 20.23 Each committee of the council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a committee must ensure that the following matters are recorded in the committee's minutes:
- (a) the names of councillors attending a meeting and whether they attended the meeting in person or by audio-visual link,
 - (b) details of each motion moved at a meeting and of any amendments moved to it,
 - (c) the names of the mover and seconder of the motion or amendment,
 - (d) whether the motion or amendment was passed or lost, and
 - (e) such other matters specifically required under this code.
- 20.24 DELETED
- 20.25 The minutes of meetings of each committee of the council must be confirmed at a subsequent meeting of the committee.
- 20.26 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.
- 20.27 When the minutes have been confirmed, they are to be signed by the person presiding at that subsequent meeting.

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

21 IRREGULARITIES

- 21.1 Proceedings at a meeting of a council or a council committee are not invalidated because of:
- (a) a vacancy in a civic office, or
 - (b) a failure to give notice of the meeting to any councillor or committee member, or
 - (c) any defect in the election or appointment of a councillor or committee member, or
 - (d) a failure of a councillor or a committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a council or committee meeting in accordance with the council's code of conduct, or
 - (e) a failure to comply with this code.

Note: Clause 21.1 reflects section 374 of the Act.

22 DEFINITIONS

the Act	means the <i>Local Government Act 1993</i>
act of disorder	means an act of disorder as defined in clause 15.11 of this code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
audio-visual link	means a facility that enables audio and visual communication between persons at different places
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
chairperson	in relation to a meeting of the council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 6.1 and 6.2 of this code, and in relation to a meeting of a committee – means the person presiding at the meeting as provided by clause 20.11 of this code
this code	means the council's adopted code of meeting practice
committee of the council	means a committee established by the council in accordance with clause 20.2 of this code (being a committee consisting only of councillors) or the council when it has resolved itself into committee of the whole under clause 12.1
council official	has the same meaning it has in the Model Code of Conduct for Local Councils in NSW
day	means calendar day
division	means a request by two councillors under clause 11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion
foreshadowed amendment	means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment
foreshadowed motion	means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means
planning decision	means a decision made in the exercise of a function of a council under the <i>Environmental Planning and Assessment Act 1979</i> including any decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but not including

	the making of an order under Division 9.3 of Part 9 of that Act
performance improvement order	means an order issued under section 438A of the Act
quorum	means the minimum number of councillors or committee members necessary to conduct a meeting
the Regulation	means the <i>Local Government (General) Regulation 2021</i>
webcast	a video or audio broadcast of a meeting transmitted across the internet either concurrently with the meeting or at a later time
year	means the period beginning 1 July and ending the following 30 June

Document Name	Document Version Number	Review Date
Payment of Expenses and Provision of Facilities to the Mayor and Councillors Policy	Insert Version Number Here	February 2022
Date Adopted	Minute Number	Status
Click Here to Enter Date	Insert Minute Number Here	Revised

Purpose

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align councillor expenses and facilities with community expectations. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2021* (the Regulation), and complies with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out the maximum amounts council will pay for specific expenses and facilities. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

The main expenses and facilities are summarised in the table below. All monetary amounts are inclusive of GST.

Expense or facility	Maximum amount	Frequency
General travel expenses	In accordance with annual budget allocation notionally allocated in the following manner: Mayor – 20% of allocation Deputy Mayor – 10% of allocation Other Councillors – 8% of allocation	Per year
Interstate, overseas and long distance intrastate travel expenses	To be determined by Council resolution on a case by case basis.	Per year
Accommodation	Capital City Regional City Regional area	\$350 per night \$250 pn \$200 pn
Meals and other out of pocket expenses (e.g. reasonable telephone, internet etc., newspapers, tolls and meals and refreshments) not included in conference registration fees.	\$100	Per day
Professional development	\$15,000 for all Councillors, notionally \$1,666 per councillor	Per year
Conferences and seminars	\$12,500 total for all councillors	Per year
ICT expenses	Each Councillor will be provided with a laptop or Ipad. Where an internet connection is required Council will pay 50% of the cost up to \$50 per month. The Mayor is provided with a mobile phone for Council use only.	Per term Per month

Expense or facility	Maximum amount	Frequency
Carer expenses (personal or child care)	\$100 per meeting for up to four hours	Per meeting
Private use of motor vehicle	In accordance with Local Government (State) Award 2020	

Additional costs incurred by a councillor in excess of these limits are considered a personal expense that is the responsibility of the councillor.

Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time may not be approved.

Detailed reports on the provision of expenses and facilities to councillors will be included in the Annual Report which is a publically available. These reports will include expenditure summarised by individual councillor and as a total for all councillors.

Definitions

Term	Definition
accompanying person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a councillor
appropriate refreshments	Means food and beverages, excluding alcohol, provided by council to support councillors undertaking official business
Act	Means the <i>Local Government Act 1993</i> (NSW)
clause	Unless stated otherwise, a reference to a clause is a reference to a clause of this policy
Code of Conduct	Means the Code of Conduct adopted by Council or the Model Code if none is adopted
Councillor	Means a person elected or appointed to civic office as a member of the governing body of council who is not suspended, including the mayor
General Manager	Means the general manager of Council and includes their delegate or authorised representative
incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in Appendix 1
NSW	New South Wales
official business	Means functions that the mayor or councillors are required or invited to attend to fulfil their legislated role and responsibilities for council or result in a direct benefit for council and/or for the local government area, and includes: <ul style="list-style-type: none"> • meetings of council and committees of the whole • meetings of committees facilitated by council • civic receptions hosted or sponsored by council • meetings, functions, workshops and other events to which attendance by a councillor has been requested or approved by council

professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a councillor or the mayor
Regulation	Means the Local Government (General) Regulation 2005 (NSW)
year	Means the financial year, that is the 12 month period commencing on 1 July each year

Policy Content

Part A – Introduction

1. Introduction

- 1.1. The provision of expenses and facilities enables councillors to fulfil their civic duties as the elected representatives of Greater Hume Council..
- 1.2. The community is entitled to know the extent of expenses paid to councillors, as well as the facilities provided.
- 1.3. The purpose of this policy is to clearly state the facilities and support that are available to councillors to assist them in fulfilling their civic duties.
- 1.4. Council staff are empowered to question or refuse a request for payment from a councillor when it does not accord with this policy.
- 1.5. Expenses and facilities provided by this policy are in addition to fees paid to councillors. The minimum and maximum fees a council may pay each councillor are set by the Local Government Remuneration Tribunal as per Section 241 of the Act and reviewed annually. Council must adopt its annual fees within this set range.

2. Policy objectives

- 2.1. The objectives of this policy are to:
 - enable the reasonable and appropriate reimbursement of expenses incurred by councillors while undertaking their civic duties
 - enable facilities of a reasonable and appropriate standard to be provided to councillors to support them in undertaking their civic duties
 - ensure accountability and transparency in reimbursement of expenses and provision of facilities to councillors
 - ensure facilities and expenses provided to councillors meet community expectations
 - support a diversity of representation
 - fulfil the council's statutory responsibilities.

3. Principles

- 3.1. Council commits to the following principles:
 - Proper conduct:** councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions
 - Reasonable expenses:** providing for councillors to be reimbursed for expenses reasonably incurred as part of their role as councillor
 - Participation and access:** enabling people from diverse backgrounds, underrepresented groups, those in carer roles and those with special needs to serve as a Councillor
 - Equity:** there must be equitable access to expenses and facilities for all councillors
 - Appropriate use of resources:** providing clear direction on the appropriate use of council resources in accordance with legal requirements and community expectations

Accountability and transparency: clearly stating and reporting on the expenses and facilities provided to councillors.

4. Private or political benefit

- 4.1. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.
- 4.2. Private use of council equipment and facilities by councillors may occur from time to time. For example, telephoning home to advise that a council meeting will run later than expected.
- 4.3. Such incidental private use does not require a compensatory payment back to council.
- 4.4. Councillors should avoid obtaining any greater private benefit from Council than an incidental benefit. Where there are unavoidable circumstances and more substantial private use of council facilities does occur, councillors must reimburse the council.
- 4.5. Campaigns for re-election are considered to be a political benefit. The following are examples of what is considered to be a political interest during a re-election campaign:
 - production of election material
 - use of council resources and equipment for campaigning
 - use of official council letterhead, publications, websites or services for political benefit
 - fundraising activities of political parties or individuals, including political fundraising events.

Part B – Expenses

5. General expenses

- 5.1. All expenses provided under this policy will be for a purpose specific to the functions of holding civic office. Allowances for general expenses are not permitted under this policy.
- 5.2. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

6. Specific expenses

General travel arrangements and expenses

- 6.1. All travel by councillors should be undertaken using the most direct route and the most practicable and economical mode of transport.
- 6.2. Each councillor, including the Mayor will be reimbursed for reasonable travel notionally in accordance with the limits outlined on Page 3. for travel expenses incurred while undertaking official business or professional development or attending approved conferences and seminars within NSW. This includes reimbursement:
 - for public transport fares
 - for the use of a private vehicle or hire car
 - for parking costs for Council and other meetings
 - for tolls
 - by Cabcharge card or equivalent
 - for documented ride-share programs, such as Uber, where tax invoices can be issued.
- 6.3. Allowances for the use of a private vehicle will be reimbursed by kilometre at the rate contained in the Local Government (State) Award.

Interstate, overseas and long distance intrastate travel expenses

Given Council's location near the Victorian border, travel to Victoria will be considered as general travel. Arrangements and expenses for this travel will be governed by Clauses 6.1-6.3.

- 6.4. In accordance with Section 4, Council will scrutinise the value and need for councillors to undertake interstate and overseas travel. Councils should avoid interstate, overseas and long distance intrastate trips unless direct and tangible benefits can be established for the council and the local community. This includes travel to sister and friendship cities.
- 6.5. Councillors seeking approval for any interstate and long distance intrastate travel must submit a case to, and obtain the approval of, the general manager prior to travel.
- 6.6. Councillors seeking approval for any overseas travel must submit a case to, and obtain the approval of, a full council meeting prior to travel.
- 6.7. The case should include:
 - objectives to be achieved in travel, including an explanation of how the travel aligns with current council priorities and business, the community benefits which will accrue as a result, and its relevance to the exercise of the councillor's civic duties
 - who is to take part in the travel
 - duration and itinerary of travel
 - a detailed budget including a statement of any amounts expected to be reimbursed by the participant/s.
- 6.8. For interstate and long distance intrastate journeys by air of less than three hours, the class of air travel is to be economy class.
- 6.9. For interstate journeys by air of more than three hours, the class of air travel may be premium economy.
- 6.10. For international travel, the class of air travel is to be premium economy if available. Otherwise, the class of travel is to be economy.
- 6.11. Bookings for approved air travel are to be made through the general manager's office.
- 6.12. For air travel that is reimbursed as council business, councillors will not accrue points from the airline's frequent flyer program. This is considered a private benefit.

Travel expenses not paid by Council

- 6.13. Council will not pay any traffic or parking fines or administrative charges for road toll accounts.

Accommodation and meals

- 6.14. In circumstances where it would introduce undue risk for a councillor to travel to or from official business in the late evening or early morning, reimbursement of costs for accommodation and meals on the night before or after the meeting may be approved by the general manager. This includes where a meeting finishes later than 9.00pm or starts earlier than 7.00am and the councillor lives more than 50 kilometres from the meeting location.
- 6.15. Council will reimburse costs for accommodation and meals while councillors are undertaking prior approved travel or professional development.
- 6.16. The daily limits for accommodation and meal expenses within Australia are to be consistent with those set out on page 3.
- 6.17. The daily limits for accommodation and meal expenses outside Australia are to be determined in advance by the general manager, being mindful of Clause 6.19.

Refreshments for council related meetings

- 6.18. Appropriate refreshments will be available for council meetings, council committee meetings, councillor briefings, approved meetings and engagements, and official council functions as approved by the general manager.

Professional development

- 6.19. Council will set aside \$15,000 per annum for Councillor Professional Development (notionally \$1,666 per councillor annually in its budget) to facilitate professional development of councillors through programs, training, education courses and membership of professional bodies.
- 6.20. In the first year of a new council term, Council will provide a comprehensive induction program for all councillors which considers any guidelines issued by the Office of Local Government (OLG). The cost of the induction program will be in addition to the ongoing professional development funding.
- 6.21. Approval for professional development activities is subject to a prior written request to the general manager outlining the:
- details of the proposed professional development
 - relevance to council priorities and business
 - relevance to the exercise of the councillor's civic duties.
- 6.22. In assessing a councillor request for a professional development activity, the general manager must consider the factors set out in Clause 6.27, as well as the cost of the professional development in relation to the councillor's remaining budget.

Conferences and seminars

- 6.23. Council is committed to ensuring its councillors are up to date with contemporary issues facing council and the community, and local government in NSW.
- 6.24. Council will set aside a total amount of \$12,500 (indexed) annually in its budget to facilitate councillor attendance at conferences and seminars. This allocation is for all councillors. The general manager will ensure that access to expenses relating to conferences and seminars is distributed equitably.
- 6.25. Approval to attend a conference or seminar is subject to a written request to the general manager or approval by Council resolution. In assessing a councillor request, the general manager must consider factors including the:
- relevance of the topics and presenters to current council priorities and business and the exercise of the councillor's civic duties
 - cost of the conference or seminar in relation to the total remaining budget.
- 6.26. Council will meet the reasonable cost of registration fees, transportation and accommodation associated with attendance at conferences approved by the general manager. Council will also meet the reasonable cost of meals when they are not included in the conference fees. Reimbursement for accommodation and meals not included in the conference fees will be subject to Clauses 6.18-6.21.

Information and communications technology (ICT) expenses

- 6.27. Council will provide with an a contribution to internet charges as set out on Page 3. This may include either a laptop or tablet device.
- 6.28. Reimbursements will be made only for communications devices and services used for councillors to undertake their civic duties, such as:
- receiving and reading council business papers
 - correspondence
 - diary and appointment management.

- 6.29. Councillors may seek reimbursement for applications on their mobile electronic communication device that are directly related to their duties as a councillor, within the maximum limit.

Special requirement and carer expenses

- 6.30. Council encourages wide participation and interest in civic office. It will seek to ensure council premises and associated facilities are accessible, including provision for sight or hearing impaired councillors and those with other disabilities.
- 6.31. Transportation provisions outlined in this policy will also assist councillors who may be unable to drive a vehicle.
- 6.32. In addition to the provisions above, the general manager may authorise the provision of reasonable additional facilities and expenses in order to allow a councillor with a disability to perform their civic duties.
- 6.33. Councillors who are the principal carer of a child or other elderly, disabled and/or sick immediate family member will be entitled to reimbursement of carer's expenses up to a maximum outlined on page 3 for attendance at official business, plus reasonable travel from the principal place of residence.
- 6.34. Child care expenses may be claimed for children up to and including the age of 16 years where the carer is not a relative.
- 6.35. In the event of caring for an adult person, councillors will need to provide suitable evidence to the general manager that reimbursement is applicable. This may take the form of advice from a medical practitioner.

Home office expenses

- 6.36. Each councillor may be reimbursed for reasonable costs associated with the maintenance of a home office, such as minor items of consumable stationery and printer ink cartridges.

7. Insurances

- 7.1. In accordance with Section 382 of the Local Government Act, Council is insured against public liability and professional indemnity claims. Councillors are included as a named insured on this Policy.
- 7.2. Insurance protection is only provided if a claim arises out of or in connection with the councillor's performance of his or her civic duties, or exercise of his or her functions as a councillor. All insurances are subject to any limitations or conditions set out in the policies of insurance.
- 7.3. Council shall pay the insurance policy excess in respect of any claim accepted by council's insurers, whether defended or not.
- 7.4. The following insurances are also held for Councillors:
- Councillors and Officers Liability Cover
 - Personal injury whilst on Council business (note that councillors are not covered by workers compensation payments or arrangements)
 - Travel insurance for approved travel on Council business
 - Cover loss or damage for Council property in the possession or control of Councillors.

At any time during the currency of this policy, additional insurance may be taken out to cover Councillors, if and when identified.

8. Legal assistance

- 8.1. Council may, if requested, indemnify or reimburse the reasonable legal expenses of:
- a councillor defending an action arising from the performance in good faith of a function under the Local Government Act provided that the outcome of the legal proceedings is favourable to the councillor
 - a councillor defending an action in defamation, provided the statements complained of were made in good faith in the course of exercising a function under the Act and the outcome of the legal proceedings is favourable to the councillor
 - a councillor for proceedings before an appropriate investigative or review body, provided the subject of the proceedings arises from the performance in good faith of a function under the Act and the matter has proceeded past any initial assessment phase to a formal investigation or review and the investigative or review body makes a finding substantially favourable to the councillor.
- 8.2. In the case of a code of conduct complaint made against a councillor, legal costs will only be made available where the matter has been referred by the general manager to a conduct reviewer and the conduct reviewer has commenced a formal investigation of the matter and makes a finding substantially favourable to the councillor.
- 8.3. Legal expenses incurred in relation to proceedings arising out of the performance by a councillor of his or her functions under the Act are distinguished from expenses incurred in relation to proceedings arising merely from something that a councillor has done during his or her term in office. For example, expenses arising from an investigation as to whether a councillor acted corruptly would not be covered by this section.
- 8.4. Council will not meet the legal costs:
- of legal proceedings initiated by a councillor under any circumstances
 - of a councillor seeking advice in respect of possible defamation, or in seeking a non-litigious remedy for possible defamation
 - for legal proceedings that do not involve a councillor performing their role as a councillor.
- 8.5. Reimbursement of expenses for reasonable legal expenses must have Council approval by way of a resolution at a council meeting prior to costs being incurred.

Part C – Facilities

9. General facilities for all councillors Facilities

- 9.1. Council will provide the following facilities to councillors to assist them to effectively discharge their civic duties:
- personal protective equipment for use during site visits
 - a name badge which may be worn at official functions, indicating that the wearer holds the office of a councillor and/or mayor or deputy mayor.
- 9.2. Councillors may book meeting rooms for official business in a specified council building at no cost. Rooms may be booked through a specified officer in the mayor's office or other specified staff member.
- 9.3. The provision of facilities will be of a standard deemed by the general manager as appropriate for the purpose.

Stationery

- 9.4. Council will provide the following stationery to councillors each year:
- letterhead, to be used only for correspondence associated with civic duties
 - business cards
- 9.5. As per Section 4, stamps shall only be used to support a councillor's civic duties. Councillor mail will only be posted using the stamps provided. Any stamps not used will not be carried over to the next year's allocation.

Administrative support

- 9.6. Council will provide administrative support to councillors to assist them with their civic duties only. Administrative support may be provided by staff in the mayor's office or by a member of council's administrative staff as arranged by the general manager or their delegate.
- 9.7. As per Section 4, council staff are expected to assist councillors with civic duties only, and not assist with matters of personal or political interest, including campaigning.

10. Additional facilities for the mayor

- 10.1. In performing his or her civic duties, the mayor will be assisted by the Executive Assistance – Governance and other staff as determined by the General Manager to provide administrative and secretarial support as required.
- 10.2. As per Section 4, staff are expected to work on official business only, and not for matters of personal or political interest of the Mayor, including campaigning.

Part D – Processes

11. Approval, payment and reimbursement arrangements

- 11.1. Expenses should only be incurred by councillors in accordance with the provisions of this policy.
- 11.2. Approval for incurring expenses, or for the reimbursement of such expenses, should be obtained before the expense is incurred.
- 11.3. Up to the maximum limits specified in this policy, approval for the following may be sought after the expense is incurred:
- local travel relating to the conduct of official business
 - carer costs
 - for ICT devices and services,.
- 11.4. Final approval for payments made under this policy will be granted by the general manager or their delegate.

Direct payment

- 11.5. Council may approve and directly pay expenses. Requests for direct payment must be submitted to the General Manager for assessment against this policy using the prescribed form, with sufficient information and time to allow for the claim to be assessed and processed.

Reimbursement

- 11.6. All claims for reimbursement of expenses incurred must be made on the prescribed form, supported by appropriate receipts and/or tax invoices and be submitted to the General Manager.

Advance payment

- 11.7. Council may pay a cash advance for councillors attending approved conferences, seminars or professional development.
- 11.8. The maximum value of a cash advance is \$100 per day of the conference, seminar or professional development to a maximum of \$300.

11.9. Requests for advance payment must be submitted to the General Manager for assessment against this policy using the prescribed form with sufficient information and time to allow for the claim to be assessed and processed.

11.10. Councillors must fully reconcile all expenses against the cost of the advance within one month of incurring the cost and/or returning home. This includes providing to council:
a full reconciliation of all expenses including appropriate receipts and/or tax invoices
reimbursement of any amount of the advance payment not spent in attending to official business or professional development.

Notification

11.11. If a claim is approved, council will make payment directly or reimburse the councillor through accounts payable.

11.12. If a claim is refused, council will inform the councillor in writing that the claim has been refused and the reason for the refusal.

Reimbursement to council

11.13. If council has incurred an expense on behalf of a councillor that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:

council will invoice the councillor for the expense

the councillor will reimburse council for that expense within 14 days of the invoice date.

11.14. If the councillor cannot reimburse council within 14 days of the invoice date, they are to submit a written explanation to the general manager. The general manager may elect to deduct the amount from the councillor's allowance.

Timeframe for reimbursement

11.15. Unless otherwise specified in this policy, councillors must provide all claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

12. Disputes

12.1. If a councillor disputes a determination under this policy, the councillor should discuss the matter with the general manager.

12.2. If the councillor and the general manager cannot resolve the dispute, the councillor may submit a notice of motion to a council meeting seeking to have the dispute resolved.

13. Return or retention of facilities

13.1. All unexpended facilities or equipment supplied under this policy are to be relinquished immediately upon a councillor or mayor ceasing to hold office or at the cessation of their civic duties.

13.2. Should a councillor desire to keep any equipment allocated by council, then this policy enables the councillor to make application to the general manager to purchase any such equipment. The general manager will determine an agreed fair market price or written down value for the item of equipment.

13.3. The prices for all equipment purchased by councillors under Clause 13.2 will be recorded in Council's annual report.

14. Publication

14.1. This policy will be published on council's website.

15. Reporting

- 15.1. Council will report on the provision of expenses and facilities to councillors as required in the Act and Regulations.
- 15.2. Detailed reports on the provision of expenses and facilities to councillors will be publicly tabled at a council meeting every six months and published in full on council's website. These reports will include expenditure summarised by individual councillor and as a total for all councillors.

16. Auditing

- 16.1. The operation of this policy, including claims made under the policy, will be included in council's audit program and an audit undertaken at least every two years.

17. Breaches

- 17.1. Suspected breaches of this policy are to be reported to the general manager.
- 17.2. Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct, as detailed in the Code and in the Procedures for the Administration of the Code.

Responsibility

Greater Hume Council
General Manager

Document Author

General Manager

Relevant Legislation

The Local Government Act 1993

Associated Records

Nil



Mr Matt Anderson PSM
Director

24 MAR 2022

17 March 2022
COLS10018-000040
EXEC-27-9954

Ms Kerrie Wise
Greater Hume Shire Council
PO Box 99
HOLBROOK NSW 2644

Dear Ms Wise,

I am writing in regard to Greater Hume Shire Council's generous loan of Commander Norman Douglas Holbrook's Victoria Cross medal group to the Australian War Memorial. This Victoria Cross that heads a group of medals reflecting his service across two world wars makes a significant and unique contribution to our First World War gallery.

The current loan the Memorial has with you has now expired. I would like to request that you consider entering an extended loan agreement until 31 December 2027 to allow the continued display of the medal group.

I have enclosed two copies of the Memorial's loan agreement. If you would like to continue your loan with us, please sign and date the loan agreement on the last page and return it to the Australian War Memorial at loans@awm.gov.au or using the prepaid envelope. The second copy is for your records. If you have any questions or concerns about the loan renewal, please contact us at loans@awm.gov.au or on (02) 6243 4211.

Thank you again for your generous support of the Australian War Memorial.

Yours sincerely,



Matt Anderson

Inward Loan Agreement

Parties

Owner: Greater Hume Shire Council
PO Box 99
HOLBROOK NSW 2644

Contact: Kerrie Wise
Executive Assistant
(02) 6036 0186
kwise@greaterhume.nsw.gov.au

Lender: Australian War Memorial
GPO Box 345
CANBERRA ACT 2601

Contact: Robert Fisher

robert.fisher@awm.gov.au

Reference

Loan number: IN607-3

Purpose and period

Loan purpose: Exhibition

Loan period: 2020-10-19 - 2027-12-31

Material to be loaned

Lenders number:
Memorial number: OL00607.001
Title: Victoria Cross: Lieutenant Norman Douglas Holbrook, HM Submarine
B11, Royal Navy

Maker: Hancocks
Value: \$ 950,000.00
Credit:

Lenders number:
Memorial number: OL00607.002
Title: 1914-15 Star : Lieutenant Norman Douglas Holbrook, HM Submarine
B11, Royal Navy

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.003
Title: British War Medal 1914-20 : Lieutenant Commander Norman Douglas
Holbrook, Royal Navy

Inward Loan Agreement

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.004
Title: Victory Medal with MID : Lieutenant Commander Norman Douglas Holbrook, Royal Navy

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.005
Title: Defence Medal : Commander Norman Douglas Holbrook, Royal Navy

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.006
Title: British War Medal 1939-45 : Commander Norman Douglas Holbrook, Royal Navy

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.007
Title: George VI Coronation Medal : Norman Douglas Holbrook VC

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.008
Title: Elizabeth II Coronation Medal : Norman Douglas Holbrook VC

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.009
Title: French Legion d'Honneur (Chevalier) : Lieutenant Norman Douglas Holbrook, Royal Navy

Inward Loan Agreement

Maker: Unknown
Value:
Credit:

Lenders number:
Memorial number: OL00607.010
Title: Miniature medal group : Commander N D Holbrook, Royal Navy

Maker: Unknown
Value:
Credit:

Total number of items: 10
Total insurance valuation: \$950,000.00

Terms and conditions

1. Parties

- a. The owner of the material affirms that it is the sole legal owner and has the authority to loan material listed in this agreement.
- b. This Loan Agreement may be executed by electronic communications and in any number of counterparts (including copies, facsimile and scanned email copies), each of which is to be deemed to be an original, but all of which together will constitute one instrument. Unless the context specifically indicates the contrary, exchange is intended to be effected by way of electronic exchange of counterparts.

2. Loan purpose and period

- a. The Memorial will only use the loaned material for the purpose specified under the heading 'Loan purpose'.
- b. Unless otherwise stated or agreed, the loaned material will only be stored and displayed in the venue listed under the heading 'Loan purpose'.
- c. The owner reserves the right to recall the loaned material at any time upon reasonable notice (being not less than 30 days) to the Memorial.
- d. The Memorial may terminate the loan at any time upon reasonable notice (being not less than 30 days) to the owner.

3. Condition, damage and disaster

- a. The Memorial will take all due care to ensure that the loaned material remains in the condition in which it was dispatched from the owner excepting natural deterioration.
- b. If any damage occurs to the loaned material the Memorial will contact the owner as soon as possible.
- c. The Memorial will request written consent from the owner before any conservation treatment is undertaken.
- d. The Memorial will, in the event of an emergency situation, take reasonable action to ensure the safety and stabilisation of the loaned material.

4. Limitations, copyright and reproduction requests

- a. Photographs of the loaned material are permitted for the Memorial's record purposes, condition reports and for promotion of the exhibition.
- b. Photography of the loaned material is permitted by visitors to the Memorial's galleries.
- c. The Memorial may make working copies to prevent wear and tear on original Material; provide copies of the Material to the public for research purposes; and the Material may be reproduced for Memorial publications, brochures and publicity materials, including for exhibitions, catalogues, loans, education programs, on the Memorial's web publishing platforms and in the media.

Inward Loan Agreement

5. Transport, packing and courier

- a. Unless otherwise stated, the Memorial will make all transport arrangements. All costs associated with transport of the loan are to be borne by the Memorial.
- b. The Memorial will retain and store the original packing material and will repack the loaned material in the same manner as it was packed by the owner.
- c. In the event that the Memorial is importing the loaned material from overseas the Memorial will arrange and pay for customs clearances and permits.

6. Insurance and valuation

- a. The Memorial is responsible for any loss or damage that occurs to the loaned material while in its custody, which includes transit to and from the Memorial.
- b. Unless otherwise stated the Memorial will insure the loaned material against all damage and loss for the amount specified under the heading 'value'.
- c. The owner must provide the Memorial with an agreed value at the time of this agreement.

7. Owner acknowledgment

- a. The Memorial will acknowledge the owner in any public use of the loaned material and in exhibition labels and catalogues.

8. Disposal of abandoned material

- a. The Memorial may dispose of abandoned loan material in accordance with relevant legislation (*Uncollected Goods Act 1996*).

Special conditions

1) The initial period of the loan is for six (6) years, with the option to renew the Agreement on a five (5) year basis. Either party may terminate the Loan Agreement by providing one (1) years notice in writing. 2) The medals remain the property of the people of Holbrook, with the Greater Hume Shire Council as Trustee. 3) Should the medals be required to be returned to Holbrook for a specific purpose, notification in writing is required from Greater Hume Shire Council to the Australian War Memorial 30 working days prior to the specific purpose. The period of the return of the medals to Holbrook is to be for a defined period by written agreement between Greater Hume Shire Council and the Australian War Memorial.

Inward Loan Agreement

I have read and agree to the terms and conditions appearing above and certify that I have full authority to enter into this agreement.

Signed:

Name:

Position:

Date:

Approved by the Australian War Memorial:

Signed:

Name:

Position:

Date:

Matt Anderson

Director

2022-03-15

Reconnecting Regional NSW Community Events Program

Program Guidelines





Images supplied by Destination NSW.
Cover image: Flavours of Mudgee, Mudgee

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Message from the Deputy Premier



I am proud to see that Regional NSW is stronger than ever after facing many unpredictable challenges over the past few years. Our regions have endured drought, bushfires, floods and the COVID-19 pandemic, but we know they will come out the other side stronger and more resilient.

The NSW Government is committed to ensuring the recovery of Regional NSW remains on track. That is why, as part of the \$200 million Regional Recovery Package, \$25 million has been allocated to the Reconnecting Regional NSW – Community Events Program.

Regional NSW boasts a diverse range of events throughout the year, from markets to live music gigs, food festivals and field days. These events provide an important economic boost for local economies and an opportunity for communities to reconnect.

The Community Events Program will support local councils to deliver events, boost tourism and create jobs in the process. These events bring regional communities and families together and make a real difference for the regions.

I look forward to seeing regional communities celebrating and enjoying a wide range of events that reflect the charm and vibrancy of regional NSW.

The Hon. Paul Toole, MP

Deputy Premier
Minister for Regional NSW
Minister for Police

Program overview

The NSW Government announced the \$200 million recovery package for regional NSW that will create new jobs and support community events, shows and festivals to boost tourism and help young people reclaim the best years of their lives.

This package includes the \$25 million Reconnecting Regional NSW – Community Events Program. This Program will promote economic and social recovery across all 93 regional NSW Local Government Areas (LGAs), Lord Howe Island and the Unincorporated Far West. The program will assist communities and businesses to recover from the impacts of COVID-19 restrictions and border closures, and cumulative natural disasters.

The program will:

1. facilitate economic recovery in regional NSW by stimulating activity in the events, hospitality, and accommodation sectors, all of which have been heavily impacted by COVID-19 restrictions, providing opportunities for an immediate revenue boost
2. reconnect communities by facilitating the delivery of events that promote greater social cohesion, bringing people together to create improved social outcomes.

This will be achieved by supporting regional NSW councils, the Lord Howe Island Board and Regional Development Australia Far West to deliver community events and festivals that are open for the entire community to attend, providing immediate, positive economic and social outcomes for regional communities.

The Reconnecting Regional NSW – Community Events Program is administered by the Department of Regional NSW.



Program objectives

The Reconnecting Regional NSW – Community Events Program will promote the social and economic recovery of regional communities, by renewing social connections and providing a revenue boost to local businesses, following the extended COVID-19 restrictions across regional NSW and impacts of border closures.

Key dates

Applications open:

Thursday 7 April 2022

Applications close:

5pm AEST on Friday 24 June 2022

Assessment:

Assessment/approval will be within 20 working days of the application being submitted.

Funding agreements contracted:

Contracting will commence and payment released following project approval.

Projects completed:

By Friday 31 March 2023

Program evaluation:

To commence in April 2023

In extenuating circumstances, late applications may be accepted at the sole discretion of the Department of Regional NSW.



Program funding

A total of \$25 million is available under the Reconnecting Regional NSW – Community Events Program to be allocated to regional NSW LGAs, Lord Howe Island and Unincorporated Far West.

Each eligible applicant will be notified in writing of the funding available for their LGA.

Eligible applicants will receive an allocation based on their population. Eligible cross-border LGAs will receive an additional weighted allocation due to the impacts of COVID-19 border closures.

Funding is provided to eligible applicants to deliver eligible community events and festivals to be held by 31 March 2023.



Girrakool Blues Festival and BBQ, Kariong



Lost Lanes, Wagga Wagga

GRANT AMOUNTS

Eligible applicants will have the flexibility of allocating their funding to any number of events or festivals within their funding allocation. A single application is required to receive the grant amount.

Funding will be available from 7 April 2022 and be paid across two milestones. Assessment/approval will be within 20 working days of the completed application being submitted.

Contracting will commence following project approval. All required documentation needs to be complete and submitted before payment will be released. Completion reports will be required within 30 days of the final event being completed.

Costs will be eligible from the opening date of the fund. This will allow applicants to be able to appoint an event coordinator to start planning for their events.

Funding outlined in the funding agreement is exclusive of GST (where council is the applicant).

CO-CONTRIBUTIONS

Eligible applicants are strongly encouraged to make a financial co-contribution to their projects however this is not a mandatory eligibility requirement. Funding from this program cannot be used as co-contribution towards other grant funds already secured.

Project delivery or viability should not be dependent on co-contributions that have not been secured.

Eligibility criteria

Projects submitted under the Reconnecting Regional NSW – Community Events Program will need to meet the program eligibility and assessment criteria to receive funding. All applications will be assessed for eligibility and against the assessment criteria. Only eligible applications will be considered for funding.

ELIGIBLE APPLICANTS

Eligible applicants must be local councils located in regional NSW, excluding Metropolitan Sydney, Newcastle, Wollongong, Blue Mountains and Wollondilly (see Appendix A). Lord Howe Island Board and Regional Development Australia Far West are eligible applicants. Joint Organisations of Council are not eligible to apply.

Eligible applicants are encouraged to work with local community and business groups to identify priority events. Eligible applicants are encouraged to consider project partnerships, however, only eligible applicants can submit applications.

PROJECT LOCATION

Projects must deliver all events within their eligible regional NSW LGA (see Appendix A).

Events held on the border of NSW and other states or territories must be physically located in regional NSW.

Events must have the landowner's consent if required.

ELIGIBLE PROJECTS

Grants will be provided to eligible councils, the Lord Howe Island Board or Regional Development Australia Far West to deliver eligible community events or festivals that will provide immediate positive economic and social benefits to regional NSW.

Events must:

- ✓ be open to all members of the public
- ✓ free to attend or a very small fee to cover any extra costs
- ✓ have a primary purpose of reconnecting communities and improving social cohesion of the local community
- ✓ be planned and delivered using the COVID-19 NSW Public Health Orders current at that time and have a COVID-19 Safety Plan in place for all events (the development of these plans is an eligible expense)
- ✓ be held before 31 March 2023.

All events are encouraged to be accessible and inclusive, aligning to the applicant's Disability Inclusion Action Plan and Community Strategic Plan.

Examples of eligible events

Each applicant can apply for any number of events within the one application. Activities eligible for funding through the Reconnecting Regional NSW – Community Events Program include existing or new:

- community markets and bazaars
- festivals and fairs
- sporting events
- food and leisure events
- recovery events
- community classes and workshops
- agricultural field days (run by community organisations)
- regional racing carnivals (e.g. horse or greyhound racing) run by community organisations
- touring events and theatre programs
- community public holiday celebrations (e.g. Australia Day or Anzac Day).

For existing events, applicants are encouraged to use this funding to make the events larger or more accessible.

INELIGIBLE PROJECTS

Events must not:

- ✗ have a primary purpose of fundraising
- ✗ have a primary purpose of financial gain for an eligible applicant or a sole stakeholder (events may have commercial activities as a part of the program for example, stalls at a market, food trucks at a festival)
- ✗ promote or be for political purposes.

Examples of ineligible events

Ineligible events under the Reconnecting Regional NSW – Community Events Program include:

- events with the primary focus on fundraising and charity events
- running grant programs
- business events and conferences
- events where membership is required to attend (for example, club gatherings including RSLs, Rotary, pony and golf clubs)
- country and agriculture shows
- grassroots sporting games (for example, home/away games, local tournaments)
- events with religious or cultural ceremony or celebration as the principal focus (for example, Diwali, Easter, Eid or Christmas celebrations)
- events/festivals already funded by the NSW Government
- Australian or State/Territory government owned and/or operated events.

What are ineligible project costs?

Ineligible project costs include:

- costs related to buying or upgrading fixed infrastructure or equipment unless it is a small component of the event cost
- financing, including debt financing, or insurance
- rental/venue hire costs not directly associated with the proposed activities
- costs relating to depreciation of plant and equipment beyond the life of the project
- awards, gifts or prizes
- non-project related staff training and development costs
- marketing costs for the events exceeding \$10,000
- operational expenditure, including but not limited to regular repairs and maintenance, for both eligible applicant or any community organisations
- ongoing/recurrent funding that is required beyond the stated timeframe of the project
- funding for ongoing staff or operational costs beyond the scope and timeframe of the funded project
- retrospective costs to cover any event or component that is already complete before the opening date of the program
- accommodation and transport costs related to event management fees.

 Moree on a Plate Festival, Moree



Assessment criteria

All applications will be required to meet the eligibility criteria and the following assessment criteria to receive funding, including:


1. Positive social outcomes in local community

Applications must demonstrate that the proposed activities will rebuild local community cohesion and deliver positive social outcomes.

2. Local business support

Applications must demonstrate how the proposed activities will support local business. Applicants are strongly encouraged to engage external event coordinators and local businesses to run and deliver the events.

Applications will be assessed as a 'Yes/No' against the assessment criteria.

 Griffith Spring Fest, Griffith



How to apply

Eligible applicants can apply through SmartyGrants at <https://rgf.smartygrants.com.au/CEP>:

- only one application is allowed per eligible applicant. Applicants are to specify how their entire allocation will be spent in one application
- multiple events may be included in the one application
- applicants are asked to submit the online form as soon as possible
- applications close at 5pm, on Friday 24 June 2022
- costs will be eligible from the opening date of the program. This will allow applicants to be able to appoint an event coordinator to start planning their events
- funded events are to be completed by Friday 31 March 2023
- the application form is also the funding agreement.

What needs to be included in an application?

Information required in the application includes:

- basic organisation details including \$20 million Public Liability Insurance certificate for the event organiser
- proposed event(s) and project costs
- response to assessment criteria
- an invoice for 80 percent of the amount outlined in the funding allocation letter (excluding GST council applications).



📍 Moree on a Plate Festival, Moree



Assessment process

Applications will be reviewed by Department staff to ensure:

- the applicant is an eligible entity
- all required documentation is complete and submitted
- proposed projects align with the program objectives and assessment criteria.

The Department of Regional NSW at its sole discretion, can take other factors into account that may make an application ineligible for funding such as any person or event activity that could cause reputational or other risk to the NSW Government.

What happens if the application is successful?

Eligible applicants will need to enter into a simple legally binding funding agreement with the Department of Regional NSW to receive funding.

Important information applicants should note:

- there is no commitment to funding until both parties execute the funding agreement
- funding will be paid upon signing of a funding agreement by both parties
- costs will be eligible from the opening date of the program
- the applicant is responsible for any costs not met by the funding
- all funded events will acknowledge financial support for projects as per the NSW Government Funding Acknowledgement Guidelines available at nsw.gov.au/branding/sponsorship-and-funding-acknowledgment-guidelines/funding-acknowledgment-guidelines. Evidence of acknowledgement will be required in order for projects to be closed

- the applicant will comply with any requests from the Department for reporting on projects
- at the completion of the event(s), applicants will be asked to provide a summary of the activities that were funded, data relating to the outcomes achieved through the event(s), and evidence of expenditure and an invoice for the remainder of the grant, via the SmartyGrants portal within 30 days
- applicants will be required to participate in evaluation activities conducted by the Department and/or third-party evaluators contracted by the Department
- unspent funds will need to be repaid to the Department before the project can be closed.



AVAILABLE SUPPORT

For help preparing applications, information and resources are available from nsw.gov.au/CommunityEvents.

Staff from the Department will be available to work with applicants to identify projects that will benefit the community. The Department can assist applicants to develop strong applications. **Please contact regionalnsw.business@regional.nsw.gov.au or call 1300 679 673 for a referral.**

COMPLAINTS

Any concerns about the program or individual applications should be submitted in writing to regionalnsw.business@regional.nsw.gov.au.

If applicants do not agree with the way the Department of Regional NSW handled the issue, they may wish to contact the NSW Ombudsman via ombo.nsw.gov.au.

ETHICAL CONDUCT

Applicants must not participate in any anti-competitive conduct. It is a condition of the grant program application process that no gifts, benefits or hospitality are to be given to any Department of Regional NSW employee at any time. Any inducement in contravention of this condition may result in an applicant's proposal not being considered.

CONFLICTS OF INTEREST

A conflict-of-interest declaration must be submitted with each proposal or included in the application form. Where a conflict of interest detrimental to the assessment process has been identified, mitigation measures must be put in place, or a program person may be asked not to participate in the grant application, assessment or delivery component of the process.

CONFIDENTIALITY

Any information identified by the applicant as being confidential and agreed to be deemed as commercial in confidence will only be shared within Department of Regional NSW government employees and contractors, the Minister's office, and appropriate bodies for the purposes of assessment and funding agreement management, review

and endorsement or when responding to information requests required by law.

Upon entering into an agreement, details about the agreement may be made publicly available (subject to the redaction of information which Department of Regional NSW deems to be commercial in confidence).

The applicant agrees not to disclose any confidential information pertaining to the grant program application or funding agreement without prior written consent.

IMPORTANT TERMS AND CONDITIONS

Applicants should note:

- the NSW Government may choose to publicly announce funding for individual applications. It may also use information provided in the grant to develop case studies
- all awarded grants will be GST exclusive for councils. Grants are assessable income for taxation purposes, unless exempted by taxation law. It is recommended applicants seek independent professional advice about taxation obligations or seek assistance from the Australian Taxation Office. The NSW Government does not provide advice on individual taxation circumstances
- the Department of Regional NSW reserves the right to undertake an audit of grant funding within seven years.

GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT

Applicants should be aware that information submitted in applications and all related correspondence, attachments and other documents may be made publicly available under the Government Information (Public Access) Act 2009 (NSW). Information that is deemed to be commercially sensitive will be withheld.

The Government Information (Public Access) Act 2009 (NSW) makes government information accessible to the public by:


- requiring government agencies to make certain sorts of information freely available
- encouraging government agencies to release as much other information as possible
- giving the public an enforceable right to make access applications for government information
- restricting access to information only when there is an overriding public interest against disclosure.



Appendix A – Eligible Councils/entities

Albury City Council*	Goulburn Mulwaree Council*	Queanbeyan-Palerang Regional Council*
Armidale Regional Council	Greater Hume Shire Council*	Regional Development Australia Far West
Ballina Shire Council*	Griffith City Council	Richmond Valley Council*
Balranald Shire Council*	Gunnedah Shire Council	Shellharbour City Council
Bathurst Regional Council	Gwydir Shire Council*	Shoalhaven City Council
Bega Valley Shire Council*	Hay Shire Council	Singleton Council
Bellingen Shire Council	Hilltops Council	Snowy Monaro Regional Council*
Berrigan Shire Council*	Inverell Shire Council*	Snowy Valleys Council*
Bland Shire Council	Junee Shire Council	Tamworth Regional Council
Blayney Shire Council	Kempsey Shire Council	Temora Shire Council
Bogan Shire Council	Kiama Municipal Council	Tenterfield Shire Council*
Bourke Shire Council*	Kyogle Council*	Tweed Shire Council*
Brewarrina Shire Council*	Lachlan Shire Council	Upper Hunter Shire Council
Broken Hill City Council*	Lake Macquarie City Council	Upper Lachlan Shire Council
Byron Shire Council*	Leeton Shire Council	Uralla Shire Council
Cabonne Council	Lismore City Council*	Wagga Wagga City Council
Carrathool Shire Council	Lithgow Council, City of	Walcha Council
Central Coast Council	Liverpool Plains Shire Council	Walgett Shire Council*
Central Darling Shire Council	Lockhart Shire Council	Warren Shire Council
Cessnock City Council	Lord Howe Island Board	Warrumbungle Shire Council
Clarence Valley Council	Maitland City Council	Weddin Shire Council
Cobar Shire Council	Mid-Coast Council	Wentworth Shire Council*
Coffs Harbour City Council	Mid-Western Regional Council	Wingecarribee Shire Council
Coolamon Shire Council	Moree Plains Shire Council*	Yass Valley Council*
Coonamble Shire Council	Murray River Council*	
Cootamundra-Gundagai Regional Council	Murrumbidgee Council	
Cowra Shire Council	Muswellbrook Shire Council	
Dubbo Regional Council	Nambucca Valley Council	
Dungog Shire Council	Narrabri Shire Council	
Edward River Council*	Narrandera Shire Council	
Eurobodalla Shire Council	Narromine Shire Council	
Federation Council*	Oberon Council	
Forbes Shire Council	Orange City Council	
Gilgandra Shire Council	Parkes Shire Council	
Glen Innes Severn Council*	Port Macquarie-Hastings Council	
	Port Stephens Council	

*Cross-border communities are defined by the Office of the Cross-Border Commissioner.

 KISS Art Festivals, Kiama



Community Events Program

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Contact

P 1300 679 673

E regionalnsw.business@regional.nsw.gov.au

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DISPOSAL PLAN OF SUPERSEDED TOWN - ENTRANCE SIGNAGE

Sign A

Welcome to Greater Hume Shire

2.4m x 1.2 m

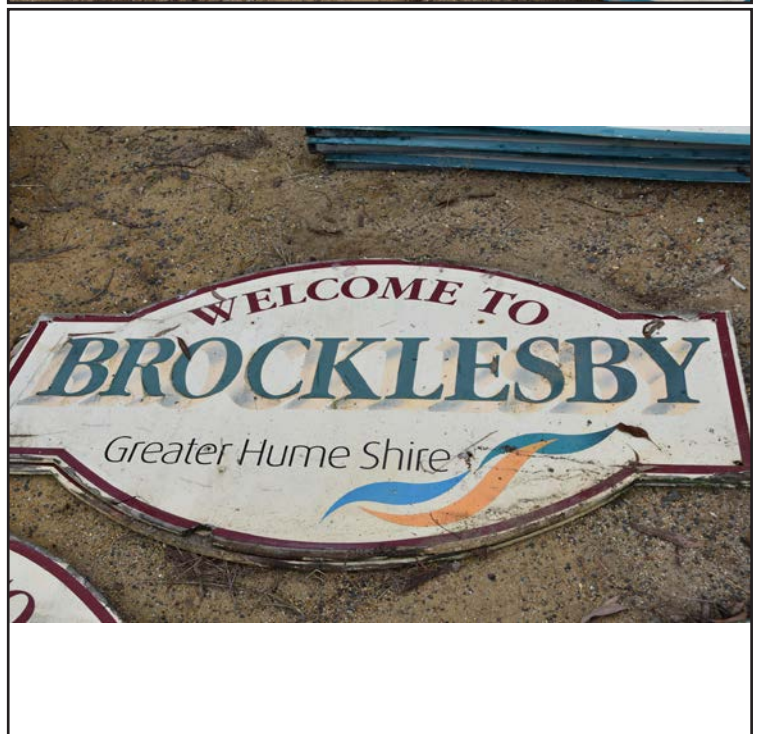
Number of signs - 5



Sign B

Brocklesby Main Sign

Number of signs - 2



Sign C

Brocklesby Minor Sign

Number of signs - 1



DISPOSAL PLAN OF SUPERSEDED TOWN - ENTRANCE SIGNAGE

Sign D

Burrumbuttock Main Sign

Number of signs - 5



Sign E

Burrumbuttock Minor Sign

Number of signs - 3



Sign F

Culcairn Minor Sign

Number of signs - 4



Sign G

Gerogery Minor Sign

Number of signs - 1



DISPOSAL PLAN OF SUPERSEDED TOWN - ENTRANCE SIGNAGE

Sign H

Gerogery West Main Sign

Number of signs - 3



Sign I

Henty Minor Sign

Number of signs - 2



Sign J

Holbrook Sign

Number of signs - 2



Sign K

Jindera Minor Sign

Number of signs - 2



DISPOSAL PLAN OF SUPERSEDED TOWN - ENTRANCE SIGNAGE

Sign L

Village of Morven Culcairn Shire

Number of signs - 2



Sign M

Walbundrie Minor Sign

Number of signs - 1



DISPOSAL PLAN OF SUPERSEDED TOWN - ENTRANCE SIGNAGE

Sign N

Walla Walla Main Sign

Number of signs - 2



Sign O

Walla Walla Minor Sign

Number of signs - 1



Sign P

Woomargama Main Sign

Number of signs - 2



DISPOSAL PLAN OF SUPERSEDED TOWN - ENTRANCE SIGNAGE

Sign Q

Buy Local in Greater Hume Shire

1.5 m x 1.5 m

Number of signs - 3



Your Details - please complete

Your Name _____

Address _____

Town _____ **PostCode** _____

Email _____

Phone: _____ **Mobile** _____

EOI – MAKE AN OFFER TO OBTAIN SUPERSEDED SIGN (AS PER ATTACHED LISTING)

	INDICATE WHICH SIGN YOU WISH TO ACQUIRE – MARK THE BOX WITH THE SIGN AS PER LISTING ‘A’ ‘B’ OR ‘C’ etc.
\$	PRICE per SIGN

	INDICATE WHICH SIGN YOU WISH TO ACQUIRE – MARK THE BOX WITH THE SIGN AS PER LISTING ‘A’ ‘B’ OR ‘C’ etc.
\$	PRICE per SIGN

NOTE: TERMS AND CONDITIONS

1. The period for the EOI to purchase a sign will commence on 1 June and conclude on 30 June 2022.
2. Council will reserve the right to accept or decline any offer received.
3. You must be a resident or ratepayer of Greater Hume Council LGA to be eligible to make an EOI offer to obtain a sign.
4. A maximum of two EOI offers to purchase will be received.
5. If the sign is over-subscribed, Council will accept the highest offer, on a first come basis.
6. All funds raised will be donated to *Border Trust Greater Hume ??* eligible project.
7. Once notified, payments to be in cash or credit card payment only within 7 days.
8. Successful and unsuccessful EOI will be notified.
9. Signs must be paid for and collected from Culcairn Depot by 30 July 2022.
10. Council will receive a follow up report to conclude the matter.
11. Work Order W..... applies.

COMPLETE THE FORM AND SEND BACK TO GREATER HUME COUNCIL by 30 June 2022.

Email to mail@greaterhume.nsw.gov.au

Questions should be directed to Marg Killalea, Economic Development Coordinator, T: 6036 0100.



General Manager
Greater Hume Shire
40 Balfour St
Culcairn
NSW 2660

Thursday 17th February 2022

Dear General Manager

We would like to thank you and Annette Schilg for your time recently; when we presented our current position and future plans for Avondale Place, the Respite Centre, planned for Henty. We are more than happy to provide another workshop presentation for any remaining councillors who would like to be informed of our project and progress.

This would provide knowledge on the background of the project as well as an update on current position.

Following our discussions, we would like to formally request support for the project in a number of ways. Firstly, we would appreciate any promotion and publicity and ask that the Shire be an advocate, in any way possible.

In addition, we would like to respectfully request that the council to waive all Council levy, DA construction certification fees and any additionally section 7.12 fees associated with the development. This would help reduce our costs.

Finally, we would like to ask the Council to consider a financial contribution towards the project. We appreciate the demands on funds that the council may have. This project is for the benefit of the entire shire and that there are many residents, both carers and clients who would benefit from such a facility. We envisage a number of employment opportunities for local residents, in addition to the flow on effects of this business model existing within the shire.

Hoping our request will receive your due consideration and we thank you again for taking the time to listen and view the presentation.

Yours Sincerely

Mary D'Arcy-Liston

Board Member, Henty Respite Ltd.
10 Sweetwater Dr.
Henty, 2658.

Document Name	Document Version Number	Review Date
Terms of Reference	1.0.0	As Required
Date Adopted	Minute Number	Status
Click here to enter a date.		New

Committee Status

The Committee shall be established as a Committee of Council under Section 355 of the Local Government Act (1993) (the Act) and have authorised such functions under Section 377 Delegated Functions of the Act as detailed in the Committees' TERMS OF REFERENCE.

Name of the Committee

The name of the Committee shall be the:

Jindera Community Gardens Committee

Membership

Committee is to consist of community representatives appointed in accordance with Greater Hume Councils Management Committee Guidelines.

Council may appoint one Councillor and the General Manager or his/her delegate shall be an ex-officio member.

Term of Office

The Committee may be dissolved at any time by Council but normally holds office for a four year term, ceasing three months after each general election of Council.

Members are welcome to nominate for another term.

Office Bearers

The meetings will be chaired by the person elected to that position at the first meeting.

Any Chair of the committee holds that position for one calendar year from the date of his/her election/nomination. The Chair may be nominated/elected again for additional year/s appointment.

Meeting Frequency and Duration of Meetings

- Organisation of the meetings shall be the responsibility of the Chairperson of the Committee in consultation with the Secretary/Treasurer of the Committee.
- **A minimum of four (4) meetings shall be held annually.**
- Meetings shall be held at a time and venue determined by the Committee.
- Notices of Meetings shall be distributed to the Committee and invitees at least five working days prior to the Meetings.

Objectives and Scope

The purpose of this Committee is to:

- Interact with relevant Council staff to maintain the Jindera Community Garden in order that the facility is efficiently managed, operated and planned so as to meet the present and future needs of the community.
- Overview the operating procedures of the facility and make recommendations to Council with the aim of improving efficiencies and effectiveness.
- Monitor the community's perception of the facility and provide guidance and suggestions for improvements to its operation

Recommendations Made by the Committee

All recommendations made by the Committee shall be by those who are in attendance at the Meeting and voting.

All recommendations shall be carried by the voting majority.

Distribution of Minutes

Minutes of the Committee's deliberations and its recommendations shall be made available to Council at the earliest opportunity after any meeting of the Committee.

Minutes of all meetings shall be distributed to all Committee members.

Limitation of Functions

In accordance with Section 377 of the Local Government Act 1993, members of the committee may not undertake a range of activities including, but not limited to:

- Fix fees for the use or hire of any Council facility
- Borrowing of money with the exception of an Internal Loan as provided by Council
- Voting of money for expenditure on its works, services or operations
- Enter into legal action on behalf of Council
- Incur expenditure by Council other than in accordance with an express authority
- Accept tenders
- Enter into contracts binding Council
- Make any payment to Board members other than reimbursement of properly incurred expenditure
- Classify or reclassify public land
- Make application, or give notice, to the Governor or Minister.

Responsibility of Committee Members

- Committee members will be required to act in accordance with the Management Committee Guidelines, Council's Code of Conduct and Work Health and Safety legislation.
- To act at all times in accordance with Council Policy and Procedures, Section 355 of the Local Government Act - Committees of Council and Section 377 Delegated Functions of the Act.
- Attend meetings and be punctual.
- If unable to attend a meeting send an apology.
- Raise issues and concerns, report on initiatives and issues which may be relevant to or of interest to the community.
- Participate in discussions and decision making.
- Follow up recommendations and actions as recorded in the Minutes.
- To perform other duties which may be authorised from time to time by Council.
- Requests from the Committee will be forwarded to the General Manager for appropriate actions. Copies of minutes will not be deemed as correspondence.

Alteration of Terms of Reference and Operation Guidelines

The Terms of Reference may be altered or amended by the Committee at an ordinary meeting provided due notice is given and only with the endorsement and approval of Greater Hume Council.

Recommendations to Council to amend or change the Terms of Reference for the Committee, including the Committee Functions, will need to be endorsed by the majority of the Committee.

Termination of Membership

Membership of the Committee will be terminated automatically after a member's absence from three (3) consecutive meetings without apologies.

Members will be expected to attend a minimum of 50% of Ordinary Meetings during each calendar year.

Financial Accounts

Management Committees of Greater Hume Council are subject to the same standards of financial accountability as Council, and it is therefore important that Committees manage their finances well.

- All funds and assets held by the Committee remain the property of Council.
- Each Committee who handles public funds on behalf of Council, will open an account at a local financial institution and operate the daily transactions from it.
- The Committee should maintain and keep accurate financial reports including completion of Bank Reconciliations.
- Financial reports will be submitted to Council annually to ensure compliance with GST requirements.
- Committees are not able to commit or expend any monies greater than \$5,000, without the prior reference and approval from Council.
- If an expenditure item is over the amount of \$1,000 an Order Requisition must be obtained from Council.
- Quotations must be obtained for all purchases over \$1,000 in accordance with Councils Procurement Policy and Procedures.
- The Committee will have the discretion to pay tax invoices with minor amounts of GST and be reimbursed annually once Council is in receipt of the financial reports.

Funds

- All funds raised are the property of Council and shall be held for the purposes of improvement to the Jindera Community Garden.
- Funds may be invested in Council's Trust Fund to be returned on instructions as directed by the Committee with interest thereon, or in any investment authorised for the investment of funds of any Local Government Authority.

Voluntary Workers Insurance

Committee members and Volunteers will have the following cover –

Voluntary workers are covered while engaged on a journey (as defined) undertaken on the Insured's business, including any Incidental Private Travel. Cover under this Policy (Business Travel and Group Personal Accident insurance) shall be whilst engaged in or on any authorised voluntary work directly or indirectly connected with or on behalf of council.

It is extremely important however that where activities other than Committee meetings (eg; working bees) are undertaken proper risk management practices are put in place and details of all volunteers attending is recorded..

Condolence Policy

Document Name	Document Version Number	Review Date
Condolence Policy	Insert Version Number Here	Click Here to Enter Date
Date Adopted	Minute Number	Status
Click Here to Enter Date	Insert Minute Number Here	New Policy

Purpose

This policy provides a consistent approach to acknowledging the death of an employee, past or present Councillor, or immediate relative of current employees and Councillor.

Scope

This policy applies to Council Staff and Councillors.

Definitions

For the purpose of this policy

Policy Content

Council will recognise the death of Councillors, staff and their immediate relatives (as defined in the Local Government (State) Award).

Immediate family shall mean the following:

- a spouse or de facto partner of the employee;
- a child of the employee;
- a parent of the employee;
- a sibling of the employee;
- a grandchild of the employee;
- a child of the spouse or de facto partner of the employee;
- a parent of the spouse or de facto partner of the employee;
- a sibling of the spouse or de facto partner of the employee;
- a grandchild of the spouse or de facto partner of the employee;

Upon notification of the death, a gift of flowers or a donation to a charity as requested by the bereaved family, to the value of \$100.00, will be arranged by either People and Culture or the Executive Assistant (soon as practicable). If flowers are sent, they are to be addressed to the immediate family (i.e. spouse, parent or child over the age of 16). A condolence card is also to be arranged, and signed, with a message, by the General Manager or the Mayor, on behalf of staff and Councillors.

Links to Policy

Nil.

Links to Procedure

Nil.

Links to Forms

Nil.

References

Nil.

Responsibility

Executive Assistant
People & Culture

Document Author

Manager Corporate Services

Relevant Legislation

Local Government Act 1993

Associated Records

Nil.

Draft



Department of Planning and Environment

Funding Agreement for Financial Assistance under the 2020/21 National Flood Mitigation Infrastructure Program

Funding Details

Program:	National Flood Mitigation Infrastructure Program
Grant number:	2020-21-NFMIP-0005
Recipient:	Greater Hume Shire Council
Project:	Holbrook levee

***Note: The NSW Government Floodplain Management Program will not contribute any funding towards this project.**

Acceptance of conditions:

1. Electronic Execution

- (a) Subject to applicable Laws, the parties may execute this Agreement and any document entered into under it, electronically and in one or more counterparts. Notwithstanding the manner in which a document under this Agreement is submitted or accepted, the terms of this Agreement will apply and any click-wrap, "pop-up" or other like terms and conditions of the Recipient appearing in the course of such submittal or acceptance will have no force or effect.
- (b) Each party consents to this document and any variations of this document being signed by electronic signature. A signed copy of this Agreement transmitted by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this document for all purposes.

On behalf of Greater Hume Shire Council, I accept the following conditions of this Agreement.

Electronically** signed by [insert Recipient legal entity name] ABN [insert] by its authorised representative:

Authorised Representative

_____ (electronic** signature)
_____ (electronically signed by me ** name)
_____ (position)

Date: _____

This agreement must be signed by the General Manager or officer delegated with authority to bind the Recipient.

****strike through wording that precedes the “**” if not signing electronically**

Electronically** signed by the Crown in the right of the)
State of New South Wales acting through the)
Department of Planning and Environment by its)
authorised representative but not so as to incur personal)
liability:)



Authorised Representative:
Alexandra Gardiner, A/Manager, Contestable Grants -
Coast, Estuary and Flood

(Electronically signed by me Alexandra
Gardiner, signature)

Date: 31/03/2022

DETAILS		
Department	Name	The Crown in right of the State of New South Wales acting through the Department of Planning and Environment (ABN 20 770 707 468)
	Agency/Division	Environment and Heritage/Grants Branch
	Address	4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150
Department Authorised Officer <i>(refer to clauses 28.1-28.3 - Notices)</i>	Name	Alexandra Gardiner
	Position	A/Manager, Contestable Grants – Coast, Estuary and Flood
	Address	4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150
	Telephone	02 9895 6494
	Email	coastalestuary.floodgrants@environment.nsw.gov.au
Recipient	Name	<insert>
	Address	<insert>
	ABN	<insert>
Recipient's Authorised Officer	Name	<insert>
	Position	<insert>
	Address	<insert>
	Telephone	<insert>
	Email	<insert>
Funds	Title	Holbrook levee
	Maximum Funding Amount	\$4,580,000 (GST exclusive)
	Funding Ratio DPE:Council	2:0
	Partner contribution:	\$0
Commencement Date <i>(refer to clause 3)</i>	The date that this Agreement is validity executed by both parties.	
Expiry Date	30 April 2025	
Funding Term	The period between the Commencement Date and the Expiry Date.	
Commonwealth Grant	National Flood Mitigation Infrastructure Program	
Assets	A new levee will be constructed that runs parallel to MacInnes Street and Hay Street levee to protect the Holbrook southern floodplain from Ten Mile Creek flooding events, up to and including the one percent annual exceedance probability flood.	
Additional Insurances	Professional Indemnity: \$5 million per occurrence	

Conditions

1. Definitions and Interpretation

- 1.1 Defined terms and aids to interpretation of this Agreement are set out in the Dictionary at the end of this Agreement.
- 1.2 Unless the context requires otherwise, in this Agreement:
- (a) the terms set out in the left-hand column of the Details have the meaning ascribed to them in the right-hand column of the Details;
 - (b) where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
 - (c) a reference to a statute, code of practice (and associated guidelines), regulation, ordinance or by-law will be deemed to include a reference to all statutes, codes of practice (and associated guidelines), regulations, ordinances or by-laws amending, consolidating or replacing the same from time to time;
 - (d) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
 - (e) references to persons include bodies corporate, government agencies and vice versa;
 - (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
 - (g) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
 - (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

2. Background

- 2.1 Resilience NSW is a party to a Commonwealth Grant under which the Commonwealth provides funds through Resilience NSW to facilitate approved projects, including this Project.
- 2.2 DPE is administering the Funds for this Project on behalf of Resilience NSW under a Memorandum of Understanding.
- 2.3 In October 2010 a flood event resulted in flood waters covering the majority of the land to the south of the creek and flowed over Albury Street.
- The March 2012 event was the second largest Ten Mile Creek event in recent history and caused areas around Bardwell and MacInnes Streets to flood.
- A new levee will be constructed that runs parallel to MacInnes Street and Hay Street levee to protect the Holbrook southern floodplain from Ten Mile Creek flooding events, up to and including the one percent annual exceedance probability flood.

3. Term

- 3.1 This Agreement will commence on the Commencement Date.
- 3.2 Unless terminated earlier, this Agreement will end once:
- (a) the Recipient has completed the Project to DPE’s satisfaction and otherwise complied with its obligations under this Agreement; and

- (b) DPE has paid all Funds due in accordance with this Agreement.

4. DPE's obligations

- 4.1 Subject to and in accordance with the terms of this Agreement, DPE will pay the Recipient an amount up to the Maximum Funding Amount towards the Recipient's performance of the Project, payable at the times and amounts specified in the Work Plan.
- 4.2 DPE will not provide any funding or amounts to the Recipient for any activity, element or otherwise that is part of the Recipient's Core Activities.
- 4.3 Subject to clause 4.4, at either:
 - (a) the request of the Recipient with subsequent approval by DPE (in DPE's absolute discretion); or
 - (b) DPE's discretion at any time and which the Recipient must facilitate,

DPE may arrange the provision of Additional Services for the Recipient. Additional Services may include, but is not limited to DPE:

 - (c) providing additional support with the administration of financial assistance;
 - (d) participating in meetings of the Recipient's Floodplain Risk Management Committee;
 - (e) meeting with the Recipient's staff frequently, particularly at critical stages in the Project;
 - (f) providing assistance with the preparation of briefs and review of proposals for studies;
 - (g) providing technical review of plans, studies and designs for compliance with Government objectives and Project aims and requirements;
 - (h) providing assistance with the preparation and review of specifications for works;
 - (i) providing assistance with the review of tenders for works; and
 - (j) providing assistance with the management of consultants and contractors.
- 4.4 Any Additional Service provided by DPE:
 - (a) must be agreed in writing prior to the commencement of the Additional Services; and
 - (b) forms part of and is subject to this Agreement.

The Recipient releases DPE from all Claims and liabilities and holds DPE harmless for provision by DPE of the Additional Services under this Agreement.

5. Recipient's obligations

- 5.1 Subject to clause 5.2, as soon as practicable following the Commencement Date of this Agreement but prior to any tender for the subcontracting of any works relating to the Project (**Tender**), the Recipient must provide DPE with a copy of the proposed technical specification and related contract conditions that will form part of the Recipient's Tender for DPE's review and comments. The Recipient must respond to DPE in writing outlining the ways in which DPE's comments, if any, will be incorporated into the final documentation before the tender is released.
- 5.2 The review and comments of the proposed technical specification and associated documentation under clause 5.1 by DPE:
 - (a) must not be construed, and is not intended, as acceptance of the technical specification and related contracts; and

(b) does not constitute a waiver, express or implied, of any of rights or obligations of either party under this Agreement.

5.3 As soon as reasonably practicable following:

- (a) compliance with clause 5.1; and
- (b) analysis by the Recipient of the Tender applications,

the Recipient must submit a Work Plan to DPE for DPE's review and acceptance. The Work Plan must be based of the Tender application recommended by the Recipient for the Recipients acceptance.

5.4 DPE will as soon as practicable, review the Work Plan provided under clause 5.3 and provide any comments to the Recipient. The Recipient must not award the contract under the Tender until the Recipient has received written approval of the Work Plan from DPE. If DPE and the Recipient cannot agree on the Work Plan, then DPE may:

- (a) terminate this Agreement pursuant to clause 24.3(a); or
- (b) refer the matter to Dispute under clauses 28.7 to 28.12.

On the date written approval is provided by DPE for the Work Plan, the approved Work Plan is deemed incorporated into this Agreement as Annexure 1 without the need for any further action.

5.5 The Recipient will carry out the Project:

- (a) in accordance with the Work Plan;
- (b) all reasonable directions of DPE;
- (c) in compliance with all laws and the requirements of all applicable legislation, codes and authorities' requirements and all relevant Australian standards applicable to the Project; and
- (d) in accordance with any other policies, guidelines or documents as notified by DPE from time to time.

5.6 The Recipient will advise DPE:

- (a) of all funding sources and amounts provided or committed in relation to the Project; and
- (b) immediately if it has sought, is offered, or intends to accept funding from any other source(s) for this Project at any time during the Funding Term.

The Recipient's contribution to the Project must not include funds received from any other NSW or Commonwealth programs.

5.7 The Recipient must ensure that all activities undertaken under the Project are consistent with:

- (a) the objectives of the Floodplain Management Program;
- (b) the *NSW Flood Prone Land Policy*;
- (c) the *NSW Floodplain Development Manual (2005)*; and
- (d) the NSW State Emergency Service requirements from the *Floodplain Risk Management Process Guidelines*.

5.8 The Recipient must:

- (a) ensure that all funds provided by DPE under this Agreement are applied only to the Actual Cost of the Project;

- (b) undertake or oversee all technical, environmental, heritage and risk assessments, and obtain the necessary consents in relation to the Project in accordance with NSW legislative requirements and industry best practice;
 - (c) in conjunction with DPE, monitor and evaluate the Project against the agreed project outcomes as described Work Plan;
 - (d) keep DPE informed of the progress of the Project in relation to the Work Plan and highlight any Significant Project Issues; and
 - (e) report on or explain any aspect of the Project requested by DPE and give due consideration to all comments issued by DPE in relation to the Project.
- 5.9 The parties acknowledge and agree that:
- (a) property and other land use and access rights may need to be acquired in respect of the Project; and
 - (b) without limiting the Recipient's right to any Milestone Payments under the terms of this Agreement, the Recipient will be responsible for:
 - (i) securing and procuring; and
 - (ii) complying with the terms of,

any such rights (including the terms of any applicable landowner consent deed) at its cost and risk.
- 5.10 The Recipient's Representative is responsible for managing the Recipient's obligations under this Agreement. The recipient must notify DPE immediately of any change to the Recipient's Representative at any time during the funding term.
- 5.11 At the completion of the Project, the Recipient will provide to DPE copies of all project deliverables, including but not limited to final reports, model data files, damage calculation files and reports final works designs and specifications, manuals, and work as executed documentation. Project deliverables are to be uploaded electronically through the NSW flood data portal, unless otherwise advised. A hard copy of project deliverables is to be provided to DPE.

6. Record keeping

- 6.1 The Recipient must:
- (a) maintain records and books of account, financial receipts and expenditure details and other correspondence and materials related to the Project (**Records**);
 - (b) permit DPE, Resilience NSW or the Commonwealth Government to inspect and audit (and if necessary be supplied with copies of) all the Recipient's accounts and any other documents, including any application documents, relating to the Project at the Recipients cost; and
 - (c) provide all assistance and comply with all requests by DPE, Resilience NSW or the Commonwealth Government for other information and particulars concerning the Project within 14 days of such request.
- 6.2 The Records must be retained for a minimum of 7 years after expiry or termination of this Agreement.
- 6.3 The Recipient must provide financial statements of income and expenditure in respect of the Funds (**Statements**) to DPE:
- (a) in accordance with the Work Plan; and

- (b) within 60 days' after completion, expiry or termination of this Agreement, whichever is the earliest.
- 6.4 The Statements must include certification provided by an officer with proper authority to make representations on the Recipient's behalf that:
- (a) the financial information contained in the Statements is accurate and represents the complete account of financial transactions for the Project;
 - (b) the Statements have been prepared fairly, and are based on proper accounts and records which comply with Australian accounting standards; and
 - (c) the Funds were expended only for the Project and otherwise in accordance with this Agreement.
- 6.5 The Recipient must keep financial accounts and records relating to the Project so as to enable:
- (a) all receipts and payments related to the Project to be identified in the Recipient's accounts and reported in accordance with this Agreement;
 - (b) the generation of an income and expenditure statement for each financial year of the Project with the Project budget, including:
 - (i) a comparison of the income and expenditure in each financial year against the project budget detailed in the Work Plan; and
 - (ii) the audit of those records in accordance with Australian auditing standards.

7. Reports

- 7.1 The Recipient agrees to provide DPE with the Progress Reports in accordance with the Work Plan.
- 7.2 The Recipient must prepare and submit to DPE a:
- (a) Milestone Report and Expenditure Certificate for each Milestone achieved, and
 - (b) Final Report (including financial acquittal) for the Project within two months of the project completion date.
- 7.3 If a template is provided by DPE, each Report must be completed and provided in accordance with the relevant template at the times specified in:
- (a) the Work Plan;
 - (b) this Agreement; or
 - (c) any other such time as directed by DPE provided that DPE has given at least 5 Business Days' prior written notice before the Report is due.
- 7.4 The Recipient must also provide, on written demand, any other information DPE requires from time to time concerning the Project, including without limitation, any information requested by DPE as a result of a request for information by Resilience NSW or the Commonwealth Government.
- 7.5 If the Reports contain information confidential to the Recipient, the Recipient must mark the relevant parts of the Report accordingly.
- 7.6 Despite clause 7.5, the Recipient acknowledges that any Reports provided or collated under or in connection with this Agreement may be considered as supporting documentation for any Government Agency with respect to any government audit.

8. Claiming a payment

- 8.1 DPE will make Milestone Payments (calculated in accordance with clause 8.2) to the Recipient on behalf of Resilience NSW under this Agreement on the condition that:
- (a) DPE receives a Correctly Rendered Invoice on the date of Milestone completion from the Recipient that clearly identifies the Milestone Payment the Recipient is claiming;
 - (b) the Recipient has provided DPE with the evidence (in form and substance acceptable DPE) of compliance with clause 7 up to the date of completion of the applicable Milestone;
 - (c) the applicable Milestone has been performed to the satisfaction of DPE by the applicable Milestone Due Date;
 - (d) the total amount requested under the Correctly Rendered Invoice, together with all other Milestone Payments previously provided to the Recipient under this Agreement, does not exceed the total amount of the Maximum Funding Amount; and
 - (e) DPE is not aware or otherwise notified that the Recipient is in breach of this Agreement at the time of payment.
- 8.2 Subject to clause 8.4 ,the Milestone Payment for each Milestone payable by DPE on behalf of Resilience NSW will be DPE's proportion calculated in accordance with the Funding Ratio of the total cost of the Recipient's Actual Expenditure in delivering the Milestone, as detailed in the relevant Milestone Report and Expenditure Certificate.
- 8.3 The Recipient acknowledges that the Maximum Funding Amount is the maximum amount to be paid to the Recipient by DPE on behalf Resilience NSW for or in connection with this Project. The Recipient acknowledges and agrees that the Recipient:
- (a) has prepared or reviewed the scope of works and costs estimate for the Project before signing this Agreement and the cost estimate does not include:
 - (i) costs incurred by the Recipient prior to the Commencement Date with respect to the delivery of the Project;
 - (ii) costs incurred by the Recipient in the development of the Project application for funding submitted to DPE for the funding;
 - (iii) costs incurred by the Recipient prior to the Commencement Date in relation to the maintenance, improvement or construction of the Project; and
 - (iv) the cost of the acquisition of land or property;
 - (b) is responsible for any costs:
 - (i) listed in clauses 8.3(a)(i) to 8.3(a)(iv); and
 - (ii) that exceed the Maximum Funding Amount for the Project (whether or not the Recipient expected to incur such costs at any time) and that it must obtain any additional funding necessary to carry out the Project at its own cost and risk;
 - (c) must ensure that it has sufficient funds in addition to the Funds to complete the Project subject to the terms of this Agreement; and
 - (d) is responsible for all maintenance and costs arising from this Project.

- 8.4 If a Milestone Payment determined under clause 8.2 means that the total amount DPE pays on behalf of Resilience NSW under this Agreement would exceed the Maximum Funding Amount, that Milestone Payment will be reduced by the amount by which the Maximum Funding Amount would be exceeded.
- 8.5 If the total amount of all the Milestone Payments DPE makes for the Project is less than the Maximum Funding Amount:
- (a) DPE on behalf of Resilience NSW will not be liable to make additional payments to the Recipient;
 - (b) the Recipient must notify DPE of any unspent Funds before the end of the Project;
 - (c) DPE may reduce any Milestone Payment to reflect the actual cost incurred to deliver the Project; and
 - (d) the Recipient must, at the DPE's election (to be made in its sole discretion), either:
 - (i) return to DPE all Funds money paid to the Recipient that exceeds the actual cost of carrying out the Project (including any interest earned on such funds) (**Excess Funds**) within 28 days after completion of the Project or termination of this Agreement (whichever is earlier); or
 - (ii) apply any such Excess Funds in accordance with DPE's written directions, including any written conditions DPE may impose in its sole discretion (which may include, without limitation, conditions passed through from Resilience NSW or the Commonwealth Government).
- 8.6 No payments will be made under this Agreement until such time the Recipient provides DPE with a valid Australian Business Number.

9. Holding the Funds

Each Milestone Payment must, from the date it is received, be held in a general bank account provided that sufficient accounting controls are in place to track the expenditure of the Funds.

10. Goods and Services Tax (GST)

- 10.1 Unless otherwise indicated, all consideration for any supply under this Agreement is exclusive of any GST imposed in relation to the supply.
- 10.2 In this clause, the expressions 'Australian law', 'consideration', 'GST' and 'input tax credit', have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 10.3 Funding made under this Agreement is a payment specifically covered by an appropriation under Australian law, which is not the provision of consideration for GST purposes.
- 10.4 DPE's financial assistance to the Recipient under this Agreement will be based upon a Project's actual costs, less any input tax credits the Recipient is entitled to.

11. Variation

- 11.1 The Recipient must obtain prior written approval from DPE for any variation to:
- (a) this Agreement (including the Funding Term);

- (b) the Work Plan;
- (c) the budget (including any changes to funding sources); or
- (d) any Annexure or Schedule to this Agreement.

11.2 Following the Recipient's request for a variation, DPE will consider whether to approve the Recipient's request in DPE's absolute discretion, which may be given with or without conditions. No variation is approved unless and until the DPE approves the variation in writing.

12. Warranties as to timing and competence

The Recipient warrants that:

- (a) to the best of its knowledge, there are no planning, construction, zoning or other impediments that exist which may impede its delivery of the Project on time; and
- (b) it has the necessary expertise (or can subcontract experienced and qualified personnel) to deliver the Project on time.

13. Obligation to notify

The Recipient must advise DPE immediately:

- (a) if it is unable to proceed with the Project;
- (b) if the Project has been inactive for a period of 20 Business Days' or more;
- (c) where the Recipient owns or leases the site on which the Project will be delivered (**Site**) if it proposes to sell or lease any part of the Site; or
- (d) where the Recipient does not own or lease the Site, if it is notified or becomes aware of a proposal to sell or lease any part of the Site.

14. Withholding, Suspension, Changes to Milestone Payments and Repayment

- 14.1 DPE may change the amount of Milestone Payment prior to payment by issuing the Recipient with a Notice setting out the details of the changes.
- 14.2 DPE may suspend or withhold any payments under this Agreement or part thereof until the Recipient has taken action to comply with a request under clause 24.1 or 24.2.
- 14.3 If DPE withholds or suspends a Milestone Payment, the Recipient must continue to perform its obligations under this Agreement.
- 14.4 The Recipient must repay within 28 days' of a demand being sent any:
 - (a) Milestone Payment or part thereof spent in breach of this Agreement;
 - (b) money that is unspent from the Milestone Payments; and
 - (c) overpayment.
- 14.5 DPE may set off the amount of any overpayment or claim for repayment against any future Milestone Payment due.
- 14.6 Any repayment DPE claims from the Recipient under this clause 14 is a debt due and owing by the Recipient to DPE.

15. Confidentiality and Privacy

- 15.1 Each party must maintain the confidentiality of all Confidential Information it receives from the other party, including the amount of the Funds, except:
- (a) in accordance with this clause 15, clauses 6, 7, 16.3, 17; or
 - (b) as otherwise required by the Commonwealth Government, any law or as otherwise agreed in writing.
- 15.2 The Recipient must:
- (a) use its best endeavours to mark its Confidential Information as confidential;
 - (b) ensure that Personal Information that is provided by DPE or collected by the Recipient under or in connection with this Agreement is used only for the purposes of this Agreement and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
 - (c) not disclose any Personal Information without the written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) DPE,unless otherwise required or authorised by law;
 - (d) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information as if the Recipient were an agency directly subject to that Act; and
 - (e) include equivalent requirements regarding Personal Information (including this clause 15.2) in any subcontract entered into for the provision of the Project under this Agreement.
- 15.3 DPE will not disclose any Personal Information that is contained in the reports, documents and materials that the Recipient has submitted without the Recipient's written consent, except in accordance with clauses 15.5 or 15.6. The Recipient must notify the person to which the Personal Information relates that the Personal Information may be used, without limitation, in accordance with this Agreement and in particular clauses 15.5 and 15.6.
- 15.4 DPE will not use any personal information for purposes other than the original purposes for which that personal information was supplied without your written consent, except in accordance with clauses 15.5 or 15.6.
- 15.5 DPE may disclose information contained in reports, documents and materials you have submitted to a third party for the purpose of evaluation of its grant programs. DPE will notify the third party that the information may contain Confidential Information or Personal Information and request that any third party agrees to keep all information acquired, material prepared or collected and any findings of the Project confidential.
- 15.6 Nothing in this Agreement prevents DPE from disclosing any Confidential Information or Personal Information to Resilience NSW or the Commonwealth Government under or in connection with the Commonwealth Grant.
- 15.7 This clause 15 is at all times subject to any legal obligation on DPE to disclose information.

16. Publicity

16.1 The Recipient must:

- (a) consult with and seek DPE's consent, which:
 - (i) at all times is subject to any Commonwealth Government conditions on media and announcements of which DPE has prior notice; and
 - (ii) may be given in DPE's absolute discretion with or without conditions, prior to any public announcement or the release of any promotional materials related to this Agreement or the Project;
- (b) acknowledge DPE's support of the Project, as directed by the DPE from time to time:
 - (i) in any public statements about the Project;
 - (ii) on the home page of any web site established in connection with the Project; and
 - (iii) on any equipment or other facility funded wholly or in part by the DPE; and
- (c) acknowledge DPE's support of the Project and comply with the applicable branding NSW Government Guidelines;
- (d) if directed, acknowledge Resilience NSW in the manner required by Resilience NSW as notified to the Recipient by DPE.

16.2 With respect to the Commonwealth Government, the Recipient must:

- (a) comply with any requirements imposed by the Commonwealth Government on the nature and content of any events, announcements, promotional material and publicity relating to the Project. This may include references to the State of New South Wales and the Commonwealth on signs; through the use of coats of arms or logos; on plaques affixed to new and refurbished buildings; and inviting Commonwealth and State Government representatives to opening ceremonies, product launches or similar events;
- (b) acknowledge the Commonwealth Governments' contribution under the National Flood Mitigation Infrastructure Program in any public statements or written material in relation to the Project by:
 - (i) including the wording "*funded by the Commonwealth under the National Flood Mitigation Infrastructure Program*" or such other wording as directed by DPE; and
 - (ii) following all directions of the Commonwealth Government, Resilience NSW or DPE;
- (c) use the current Commonwealth Government logos in any publicity provisions related to the Project (including brochures, signage, advertising, invitations etc.) and ensure compliance with any accompanying logo style guides and follow any directions of the Commonwealth Government in this regard;
- (d) extend an invitation to Commonwealth Government representatives to any launch or public event associated with the Project, and where the Commonwealth Government representatives are able to attend, acknowledge them as an official guest(s). Where practicable, the Recipient must also afford the government representative/s the courtesy of publicly addressing the event; and

- (e) provide the Commonwealth Government with equal access to products that the Recipient obtains for use in the development of promotional material, including but not limited to project data, footage and images.
- 16.3 DPE, Resilience NSW and the Commonwealth Government may publicise the awarding of the funding at any time after it is awarded, including the:
- (a) Recipient's name;
 - (b) amount of financial assistance;
 - (c) title and description of the Project; and
 - (d) outcomes of the Project.

17. Disclosure of Information

- 17.1 The Recipient acknowledges that, under the *Government Information (Public Access) Act 2009* (NSW), DPE may be required to publicly disclose information about this Agreement at <https://tenders.nsw.gov.au> (or any replacement or equivalent website). None of the disclosure obligations require the disclosure of:
- (a) the commercial-in-confidence provisions of a contract;
 - (b) any matter that could reasonably be expected to affect public safety or security; or
 - (c) information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009* (NSW).
- 17.2 The Recipient may nominate any items that it considers are confidential (and, if it nominates any items, must also provide reasons and why it considers those items to be confidential), to assist DPE in determining which items to disclose.
- 17.3 The Recipient agrees, on the request of DPE, to coordinate with DPE in connection with any request received by the DPE for the release of information under the *Government Information (Public Access) Act 2009* (NSW).

18. Reputation

The Recipient must not knowingly or intentionally, or with malice, do or omit to do anything which may:

- (a) damage, bring into disrepute or ridicule; or
- (b) attract public or media attention which may be prejudicial or otherwise detrimental to, DPE, the State, Resilience NSW or the Commonwealth Government or any of their Associate's names, messages or reputation.

19. Intellectual property

- 19.1 Intellectual Property in the Project Material vests in the Recipient. The Recipient must obtain all Intellectual Property and other protected rights necessary to undertake the Project.
- 19.2 The Recipient warrants that:
- (a) in carrying out the Project and granting the rights to DPE under this Agreement it will not infringe any Intellectual Property rights; and
 - (b) any report by the Recipient will not contain anything that, to its knowledge, is libellous or defamatory.

- 19.3 Subject to clause 19.5 the Recipient grants to the State, at no cost, a royalty free, perpetual, irrevocable, worldwide, non-exclusive licence which includes the rights to sub-licence, use, reproduce, modify, adapt, publish and communicate to the public, the Project Materials and Incorporated Existing Materials (to avoid doubt, including for the purpose of making the Project Materials freely available to the public or any section of it, whether in hard copy or on-line and including use and modification of any models and copying photographs) for any purpose.
- 19.4 If the Recipient engages a third party to create the Project Materials, the Recipient must ensure that the terms of its engagement provide that the third party:
- (a) transfers the Intellectual Property in such materials to the Recipient immediately on creation of materials; and
 - (b) warrants that it has the legal authority to comply with the obligation referred to in clause 19.4(a).
- 19.5 To the extent that the Recipient cannot take ownership of Intellectual Property in any Incorporated Existing Materials the Recipient must procure that relevant third parties grant to the State, at no cost, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence, including the right to sub-licence, to use, reproduce, modify, adapt, publish and communicate to the public, the Incorporated Existing Materials for any Non-Commercial Purpose (to avoid doubt, including for the purpose of making the Incorporated Existing Materials freely available to the public or to any section of it, whether in hard copy or on-line and including use and modification of any models and copying of photographs).
- 19.6 To the extent that the State owns Intellectual Property in the Project Materials or any Incorporated Existing Materials, the State grants to the Recipient, at no cost, a perpetual, irrevocable, worldwide, royalty-free non-exclusive licence to use the Project Materials for the purposes of this Agreement only.

20. Indemnity and release

- 20.1 The Project is at the Recipient's risk. The Recipient accepts full responsibility for the performance of the Project and for the consequences of implementing any of the Project's findings and recommendations.
- 20.2 The Recipient indemnifies and keeps indemnified the:
- (a) Secretary of the Department of Planning and Environment and the Department of Planning and Environments employees and agents;
 - (b) relevant NSW State Minister(s) with authority for the Project;
 - (c) Resilience NSW;
 - (d) the Crown in the right of the Commonwealth of Australia; and
 - (e) the Crown in right of the State of New South Wales,
- (together, '**Those Indemnified**'), from and against all loss (including legal costs and expenses on a solicitor/own client basis), liability, actions, claims, demands and other proceedings that may be made, incurred, suffered or recovered against any of Those Indemnified arising directly or indirectly as a result of or in connection with:
- (f) the Funds, the Project or the use of any outcomes from the Project;

- (g) the Recipients breach of this Agreement;
- (h) any loss or damage to real or personal property;
- (i) any illness, personal injury or death;
- (j) any unlawful or negligent act or omission; and
- (k) any act or omission, including without limitation a negligent act or omission, that is, or causes, an infringement of any Intellectual Property rights, privacy rights or confidentiality obligations of DPE or any third party,

by the Recipient, its employees, agents or subcontractors. DPE will inform the Recipient as soon as it becomes aware of any such action, Claim, demand or proceeding.

- 20.3 The Recipient will release Those Indemnified from and against all actions, claims, demands and other proceedings that the Recipient may make or recover against Those Indemnified in relation to, in connection with or arising from the Project.
- 20.4 The indemnity and release provided by the Recipient in clauses 20.2 and 20.3 will be reduced proportionately to the extent that any negligent or wilful unlawful act or omission by DPE, its officers, employees or agents contributed to the relevant loss or liability.

21. Insurance

- 21.1 The Recipient is responsible for effecting and maintaining all insurances required under workers' compensation legislation and for taking all other actions requisite as employer of person engaged to carry out all or any part of the Project. The Recipient is also responsible for ensuring volunteers carrying out any part of the Project are covered by volunteer personal accident insurance.
- 21.2 The Recipient must effect and maintain a broadform public liability insurance in relation to all premises and sites on which the Project is carried out for all works and activities undertaken for this Project. The broadform public liability insurance must be for an amount of at least \$20,000,000 per occurrence. The policies or a certificate of currency must be made available to DPE for inspection on request by DPE.
- 21.3 If specified as being required in the Details, a professional indemnity insurance policy must be maintained for a period commencing on the date of this Agreement and ending 7 years after the expiry or termination (whichever is earlier) of this Agreement.
- 21.4 The Recipient must not do, permit or suffer any act, matter or thing, or omission, whereby any of the policies referred to in this clause lapse or may be vitiated, rendered void or voidable.
- 21.5 On request by DPE, the Recipient must provide a copy of valid and current certificates of currency for each or any of the policies described above.
- 21.6 Without limitation to clause 21.1, 21.2 and 21.3 each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Agreement.

22. Work Health and Safety

- 22.1 The Recipient must prepare and maintain a live risk register and develop appropriate mitigation plans for unacceptable risks which will be used to manage and report against

those risks throughout the Project life cycle. The Recipient must provide DPE with access to such risk register, mitigation plans and reports on request.

22.2 The Recipient must:

- (a) comply with, and must ensure that all of its personnel (including contractors, employees, officers, agents and invitees) comply with all applicable laws and regulations, including the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulations 2017* (NSW) (**WHS Legislation**) when performing work under this Agreement; and
- (b) so far as is reasonably practicable, consult, co-operate and co-ordinate activities with DPE and any other person who, concurrently with the Recipient, has a work health and safety duty under the WHS Legislation in relation to the same matter.

22.3 The Recipient must ensure, so far as is reasonably practicable, any activity or other work performed in connection with this Agreement is without risk to the health and safety of persons who may in any way be affected by such activity or work.

22.4 If a Notifiable Incident (as defined in the WHS Legislation) occurs in connection with an activity or other work carried out under this Agreement, the Recipient must:

- (c) report the incident to DPE within 1 Business Day and confirm in writing within 3 Business Days thereafter; and
- (d) within 14 days of the Notifiable Incident, provide DPE with copies of any notices or other documentation provided to or issued by the relevant government regulator in relation to the Notifiable Incident, and provide DPE with such other information as may be required by DPE to facilitate the notification to or investigation of the Notifiable Incident in accordance with WHS Legislation.

22.5 The Recipient must also ensure that where required:

- (a) under the Australian Government Building and Construction WHS Accreditation Scheme, that any builder engaged for the Project is accredited under that Australian Government Building and Construction WHS Accreditation Scheme;
- (b) under the *Tendering and Performance of Building Work 2016* (**Building Code 2016**) compliance with that Building Code is made a condition of any tender for the Project and the performance of building work by the Recipient's contractors and their subcontractors; and
- (c) ensure that a condition of compliance for tender for contractors and subcontractors proposed to be engaged on the Project requires compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (to the extent applicable).

23. Covid-19

23.1 Both parties acknowledge the uncertainty arising from the current pandemic COVID-19, the measures taken by State and Commonwealth Governments in relation to the emergency, and the consequential effects on daily activities (**C-19 Emergency**).

23.2 If either party becomes aware that it is, will be, or has been materially affected in its ability to comply with any of its obligations on time under this Agreement because of the C-19

Emergency, it must, as soon as possible, give the other party a written Notice which sets out:

- (a) the nature and extent of the obligations affected by the C-19 Emergency;
- (b) the ways in which the C-19 Emergency will affect its ability to perform those obligations; and
- (c) a proposal that the parties either vary the Agreement to mitigate the effects of the C-19 Emergency (for example, to change timeframes and/or the scope of Project) or terminate by agreement.

23.3 When a party receives a Notice under clause 23.2, it must respond to the Notice as soon as practicable, and the parties will attempt in good faith to reach agreement promptly to vary or terminate the Agreement.

23.4 Despite any other provisions in this Agreement, if DPE considers that, as a result of the C-19 Emergency:

- (a) there is likely to be significant delay before the Recipient will be able to complete its obligations;
- (b) DPE will no longer require the Project to go ahead or be completed; or
- (c) the Project or this Agreement is no longer viable,

DPE may terminate the Agreement by Notice, with effect on the date stated in the notice.

23.5 The Recipient releases DPE from any claims in respect of termination under this clause.

24. Termination

24.1 If the Recipient is not undertaking or is unable to carry out the Project in accordance with the Work Plan, DPE may make a written request to the Recipient to resume carrying out the Project in accordance with the Work Plan within 10 days of receiving that Notice. If the Recipient cannot or does not resume carrying out the Project in accordance with the Work Plan to the satisfaction of DPE within 10 days of receiving the Notice under this clause, then DPE may terminate this Agreement by giving a further Notice.

24.2 Where the Recipient has breached this Agreement:

- (a) DPE may give a Notice to the Recipient requiring it to rectify that breach within 10 days' of receiving that Notice; and
- (b) if the Recipient fails to rectify that breach in time, the DPE may terminate this Agreement by giving a further Notice.

24.3 Without limiting clause 24.1 or 24.2, DPE may terminate this Agreement on Notice, with effect on the date stated in the Notice, if:

- (a) DPE and the Recipient do not reach agreement on the Work Plan prior to the award of the contract under the Tender;
- (b) DPE considers the Project no longer viable;
- (c) as set out in clause 23, DPE elects to terminate this Agreement;
- (d) there is likely to be significant delay (as determined by DPE) before the Recipient will be able to complete its obligations, including under clause 23;
- (e) DPE will no longer require the Project to go ahead or be completed; or

- (f) the Commonwealth has terminated the Commonwealth Grant or agreement with Resilience NSW under that Commonwealth Grant;
- (g) DPE considers that there has been a material change in circumstances in the Recipient's financial position, structure or identity; or
- (h) the Recipient becomes insolvent, is the subject of a debtors or creditors petition under the *Bankruptcy Act 1966* (Cth), resolves to go into administration or liquidation, or if a summons for its winding up is presented to a Court or it enters into any scheme of arrangement with its creditors.

24.4 If DPE terminates the Agreement:

- (a) subject to the satisfactory delivery of any requirements under clause 24.4(b), DPE on behalf of Resilience NSW will pay the Recipient for the Milestones completed or part thereof (that have not already been paid prior to the termination date) for which:
 - (i) the Recipient has satisfactorily delivered at the date of termination; and
 - (ii) Recipient has submitted or promptly submits within 5 Business Days' of termination, a Milestone Report and Expenditure Certificate; and
- (b) the Recipient must:
 - (i) repay to DPE any monies DPE paid to the Recipient under this Agreement that is in excess of DPE's liability at the date of termination. If the Recipient fails to repay any excess payments, DPE may recover them in any appropriate court as a debt due to the Crown; and
 - (ii) provide DPE with all required Reports and complete all other deliverables under this Agreement up to the date of termination.

24.5 The Recipient agrees that if the Commonwealth Grant is terminated for any reason:

- (a) DPE may immediately terminate this Agreement on Notice on and from the date specified in the Notice; and
- (b) DPE will not be liable for, and the Recipient will not make and releases DPE from, any Claim against DPE for or in respect of any Milestone Payments already due and payable but as of yet unpaid as at the date of termination, unless and until such Milestone Payments are paid to DPE by either Resilience NSW or the Commonwealth Government in accordance with the terms of the MOU between DPE and Resilience NSW or the Commonwealth Grant between the Commonwealth Government and Resilience NSW.

24.6 This clause 24 does not exclude or reduce the rights of either party arising by operation of the common law or statute or the other terms of this Agreement.

24.7 On termination or expiry of this Agreement:

- (a) accrued rights and obligations are not affected; and
- (b) DPE is released from, and has no liability for, any Claims or liabilities including from any third party claiming through the Recipient, arising from or in connection with DPE's termination under this clause 24.

25. Maintenance of Assets

- 25.1 During the Maintenance Period, the Recipient must not demolish, eradicate, remove, dispose of or otherwise interfere with the Assets.
- 25.2 The Recipient acknowledges that DPE has no maintenance obligations or any other liability with respect to the Assets. The Recipient is liable and must do all things necessary to maintain the Assets for the life of the Assets. This clause survives expiry or earlier termination of this Agreement.
- 25.3 DPE provides the Funds to benefit the local community. Conversion or disposal through sale or otherwise of the Assets (including the sale of any land on which the Assets are located) is not consistent with this purpose. If the Recipient intends to convert or dispose of the Assets (including by disposing of any land on which the Assets are located) during the Maintenance Period, the Recipient must notify DPE immediately with details of the intended conversion or disposal.
- 25.4 The Recipient must not convert or dispose of any Assets (including by disposing of any land on which the Assets are located) during the Maintenance Period without DPE's prior written consent.
- 25.5 Where DPE so requests, the Recipient must repay to DPE the Funds within 20 Business Days' of the disposal or conversion of the Assets that is in breach of clause 25.4.
- 25.6 If DPE notifies you that it requires repayment of any amount under clause 25.5, that amount will become a debt due and payable to DPE.

26. Survival of obligation

The following clauses survive termination or expiry of this Agreement: clause 1, 5.5, 5.6, 5.7, 5.8, 5.11, 6, 7, 8.3(b), 14.4, 14.6, 15, 16, 17, 18, 19, 20, 21.3, 25, 26, 28.1, 28.2, 28.3, 28.7, 28.8, 28.9, 28.10, 28.11, 28.12, 28.13, 28.17, 28.18, 28.19, 28.20, 28.21, 28.25, 28.26, 28.27 and clauses 9, 10, 11 and 12 of Schedule 1 any other clause which by its nature is intended to survive this Agreement.

27. Subcontractors

- 27.1 The Recipient must provide prompt Notice to DPE of any subcontractor it has, or will, engage.
- 27.2 The Recipient is solely responsible for all its subcontractors and is liable for their acts and omissions as if such acts and omissions were those of the Recipient.
- 27.3 The Recipient indemnifies Those Indemnified against all Claims, actions, loss or damage and all other liability arising out of any act or omission (including negligence) of any subcontractor.
- 27.4 The Recipient must include in each of its subcontracts:
- (a) the details of the Recipients obligations under this Agreement which are to be carried out by the subcontractor (including but not limited to any obligations for confidentiality, privacy, Modern Slavery, CI Act, disclosure of information, insurance, warranty and indemnity); and
 - (b) a termination clause that is consistent with clause 24.

28. Miscellaneous

Notices

- 28.1 Unless otherwise stated in this Agreement, all Notices given under this Agreement must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing.
- 28.2 The receiving party will be deemed to have received the Notice as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
 - (b) if sent by post:
 - (i) if posted within Australia using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
 - (ii) if posted within Australia using the regular post option, on the fifth Business Day after the day on which it is posted;
 - (iii) if posted to or from outside Australia, on the tenth Business Day after the day on which it is posted;
 - (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered;
 - (d) if sent by email after 5.00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.
- 28.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

Assignment, Novation and Transfer

- 28.4 The Recipient must not assign, novate or transfer its obligations or interests under this Agreement, without the prior written consent of DPE (in the absolute discretion of DPE and may be given with or without conditions).
- 28.5 A Change of Control of the Recipient is a deemed assignment of the Recipient's obligations or interests under this Agreement for the purposes of clause 28.4.
- 28.6 For the purposes of clause 28.5, a "Change of Control" occurs if the Recipient comes under the Control of a third party who did not Control the Recipient at the date of this Agreement.

Dispute Resolution

- 28.7 If a dispute arises in relation to this Agreement (**Dispute**), a party must comply with clauses 28.7 to 28.12 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.
- 28.8 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (**Dispute Notice**) in accordance with the requirements of clauses 28.1 to 28.3.
- 28.9 Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and

- (b) has authority to negotiate and settle the Dispute.
- 28.10 If the Dispute is not resolved within 10 Business Days', from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 28.8 must refer the Dispute for mediation by the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.
- 28.11 If the Dispute is not resolved within 40 Business Days' after referral to mediation either party may initiate proceedings in court.
- 28.12 Each party must pay its own costs of complying with this clause and split the costs of the mediator evenly.

No Fetter on Powers

- 28.13 Nothing in this Agreement in any way:
- (a) restricts or affects the unfettered discretion of DPE to exercise any of its powers, functions or responsibilities under any law;
 - (b) requires DPE to interfere with or influence the exercise by any person or Governmental Agency of any statutory function or responsibility;
 - (c) requires DPE to exercise any power, function or responsibility or otherwise act in a manner that it regards as not in the public interest; or
 - (d) requires DPE or any Associate to develop or implement policy, or take any steps to procure legislation, by reference only or predominantly to the interests, objectives or expected outcomes of this Agreement.

Conflict of Interest

- 28.14 The Recipient must not carry on or be involved in any capacity in an activity or business, which may conflict with or adversely affect, or may be perceived to conflict with or adversely affect, the Recipient's ability to carry out its obligations under this Agreement. The Recipient must immediately notify DPE in writing if such a conflict or risk of such a conflict arises. If such a breach does arise DPE may terminate this Agreement for breach in accordance with clause 24.2.

No employment, partnership or agency

- 28.15 This Agreement does not create a relationship of agency, partnership, and/or employment between the parties.
- 28.16 The Recipient must not represent itself as being an employee or agent of DPE or as otherwise able to bind or represent DPE.

Governing Law

- 28.17 The Agreement will be governed by and construed in accordance with the laws of NSW.
- 28.18 The parties agree to submit to the exclusive jurisdiction of the courts of NSW. Any court proceedings arising out of or relating to this Agreement must not be heard or started in any court other than a court in NSW.

Severability

- 28.19 The invalidity or unenforceability of any one or more of the conditions of the Agreement does not invalidate or render unenforceable the remaining conditions of the Agreement. Any invalid or unenforceable condition shall be severable and all other conditions shall remain in full force and effect.

Waiver

- 28.20 If a party fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Agreement to their full force and effect.
- 28.21 Any waiver by a party of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

Modern Slavery

- 28.22 The Recipient acknowledges that it is not aware of any Modern Slavery in its supply chain.
- 28.23 Throughout the term of this Agreement, should the Recipient become aware of any:
- (a) Modern Slavery risks in its supply chain or operations, it must notify DPE of those risks and advise DPE of the steps it is taking to eliminate or minimise those risks; or
 - (b) Modern Slavery practices being carried out within its operations or supply chain, it must:
 - (i) in writing, immediately notify DPE of those practices and of the remediation action it proposes to take; and
 - (ii) at its cost, take any such additional remediation action required by the DPE (acting reasonably and after due consultation with the DPE).
- 28.24 If the Recipient is a 'reporting entity' for the purposes of any State or Commonwealth Modern Slavery legislation, it must:
- (c) comply with such legislation; and
 - (d) throughout the term of this Agreement provide DPE with a copy of any report it is required to prepare under that legislation at DPE's request.
- 28.25 Within 30 days of a request by DPE, the Recipient agrees to provide DPE any information and other assistance requested by DPE to enable DPE, Resilience NSW, Commonwealth Government or the NSW Government to meet any of their obligations under the:
- (a) Modern Slavery Laws;
 - (b) Commonwealth policies relating to Modern Slavery; and
 - (c) NSW Government policies relating to Modern Slavery.
- 28.26 The Recipient must cooperate and procure that any of its subcontractors cooperates in any Modern Slavery audit undertaken by:
- (a) DPE;
 - (b) Resilience NSW;
 - (c) the New South Wales Government; and
 - (d) the Commonwealth Government,
- (including by a third party on behalf of any of the above listed in (a)-(d)) and providing reasonable access to the auditors to the Recipient's premises interview any staff or personnel.

Security of Critical Infrastructure

- 28.27 The Recipient:
- (a) acknowledges that DPE or Resilience NSW may be subject to reporting and disclosure requirements under the CI Act; and

- (b) agrees that the DPE or Resilience NSW may make such disclosure and reporting in respect of any data, any security breach and this Agreement under the CI Act.

The Recipient must ensure that it does all things necessary to assist DPE or Resilience NSW to comply with the CI Act.

28.28 If the Recipient is subject to the CI Act:

- (a) it must comply with such legislation; and
- (b) notify DPE of any actions taken in compliance under the CI Act for the term of this Agreement.

Special Conditions

28.29 The Recipient must comply with all Special Conditions listed in Schedule 1 to this Agreement.

Schedule 1: Special conditions - Construction and specified maintenance projects

1. The Recipient will arrange for all construction work to be carried out by an external contractor selected through competitive tendering, unless DPE approves otherwise under clauses 8 or 9 to this Schedule 1.
2. The Recipient will arrange for full-time supervision of construction work to be undertaken by an external contractor selected by competitive tendering, unless DPE approves otherwise under clauses 8 or 9 to this Schedule 1.
3. The Recipient will seek comments from DPE on all proposals received in response to the call for tenders and consider DPE's comments before awarding the contract for the work.
4. The Recipient will seek and obtain DPE's comments in writing of the draft plans, designs, estimates and asset management plan or operations and maintenance manual for the works and consider DPE's comments before calling for tenders for the construction work.
5. The Recipient will submit a written report on tenders to DPE, seek comments on the recommended tender and consider all DPE comments before awarding the contract for the construction work.
6. The Recipient will ensure that the works are constructed strictly in accordance with the agreed plans and specifications. No variations are to be undertaken without DPE's prior written agreement.
7. The Recipient is to maintain the works constructed in good order and condition at the Recipient's expense by including the required funding for such maintenance in its asset management plan within its annual Plan of Management.
8. If the Recipient proposes to carry out day labour or other work or undertake supervision, the Recipient must provide to DPE sound economic or practical reasons and a detailed cost estimate and obtain written approval from DPE prior to commencing work.
9. If DPE gives approval to the Recipient to undertake day labour, or other work or supervision, then:
 - (a) in addition to any other requirement for professional indemnity insurance, the Recipient must effect and maintain professional indemnity insurance in relation to carrying out the works under this clause for an amount of at least \$20,000,000 per occurrence. The policies or a certificate of currency must be made available to DPIE for inspection on request; and
 - (b) for full-time supervision of contract works, the Recipient must provide full details of the key staff to be involved demonstrating that they have the expertise, skills, qualifications and experience to undertake the work and that it can and will commit these staff and the other resources required to the project to ensure that work is completed within the time period specified in the approved Work Plan. The Recipient must not change the nominated key staff without DPIE's approval
10. If the project captures or generates geospatial data, all data will be supplied by the Recipient at, or before, the completion of the project to DPE. Data must be compatible with the ESRI software, unless prior written approval is given by DPE.
11. The Recipient must provide digital metadata files for all geospatial data produced under this agreement. The digital metadata files must be provided to DPE along with each final product deliverable. The metadata file must meet ISO 19139 standards and all other NSW Information Security requirements and metadata portal requirements.
12. If the Project involves the collection of any geospatial data (including LiDAR, digital elevation or monitoring data) the Recipient must do all things necessary to ensure that the Whole-of-Government is granted a permanent, irrevocable royalty-free, non-exclusive

licence to make such Project Materials publicly available and to otherwise communicate, reproduce, adapt or publicise them on a non-profit basis.

13. Despite clause 4.2 of the Agreement Conditions, DPE will pay on behalf of Resilience NSW under the Agreement for the Recipient's costs as outlined in the cost estimate provided under clause 8.

Dictionary

Actual Expenditure means the actual monetary amount expended on the Project or Milestone (as relevant) and does not include in-kind contributions.

Additional Services means the provision of in-kind additional services by DPE to the Recipient which does not involve the transfer of monetary payment. Examples of Additional Services are listed in clause 4.3.

Agreement means this funding agreement and includes the Details, the Conditions, the Work Plan (as agreed to by both parties) and any Schedules, attachments or Appendices.

Applicants Contribution means the funding portion to be paid by the Recipient and cannot include funds received under any other NSW or Commonwealth programs unless agreed to prior to the Commencement Date.

Assets has the meaning given in the Details.

Associate means the State, Commonwealth, any NSW Governmental Agency or Commonwealth Governmental Agency, or any officer, employee, agent, contractor, consultant or adviser of or to the Department, Resilience NSW, the State, Commonwealth or a NSW Governmental Agency or Commonwealth Governmental Agency.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

CI Act means *Security Legislation Amendment (Critical Infrastructure) Act 2021* (Cth).

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Commonwealth Grant has the meaning given in the Details.

Commencement Date has the meaning given in the Details.

Completion Date has the meaning given in the Details.

Confidential Information means all trade secrets, financial information and any other commercially or scientifically valuable or sensitive information of whatever description and in whatever form (whether written or oral, visible or invisible) that:

- (a) is by its nature confidential (or which a party knows or ought to know, acting reasonably, is confidential);
- (b) is designated, or marked, or stipulated as confidential,
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above

but does not include information which:

- (e) is in the public domain other than by breach of this Agreement; or
- (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

Control has the meaning given to it under section 50AA of the *Corporations Act 2011* (Cth).

Correctly Rendered Invoice which satisfies the requirements for tax invoices under GST Law.

Details means the Funding Details on page 1 and Details section beginning on page 3 of this Agreement.

DPE's Representative means the person named in the Details as updated in accordance with the terms of this Agreement from time to time.

Dispute has the meaning given in clause 28.7.

Dispute Notice has the meaning given in clause 28.8.

Excess Funds has the meaning given in clause 8.5(d)(i).

Expenditure Certificate means the form that details actual project expenditure to date and is lodged with a Milestone Report to generate a Milestone Payment.

Final Report means the report outlining the achievements of the project, including project acquittal.

Funding Ratio means the ratio specified in the Details which is the agreed proportion of funding contributed by DPE on behalf of Resilience NSW under the National Flood Mitigation Infrastructure Program relative to the funds provided by Council (from its own revenue, not from other funding sources), to the overall cost of the Project. The funding contributed DPE on behalf of Resilience NSW under the National Flood Mitigation Infrastructure Program must not exceed the Maximum Funding Amount.

Funding Term means the duration of this Agreement as set out in the Details or until the date on which this Agreement is terminated, whichever comes first.

Governmental Agency means any governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or government-owned entity. It also includes a self-regulatory organisation established under statute or a stock exchange.

Grant Number has the meaning given in the Details.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Incorporated Existing Materials means any materials existing at the commencement of the Project which are incorporated into the Project Materials.

Intellectual Property includes:

- (a) all statutory, legal, equitable and other proprietary rights and interests in copyright, inventions, plant varieties, patents, registered and unregistered trademarks, registered designs, circuit layouts, trade secrets, semiconductor or circuit layout rights, trade, business or company names; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how and any rights to registration of such rights existing in Australia, whether created before or after this Agreement,

but does not include Moral Rights.

Maintenance Period means a period of 10 years commencing on the date of completion of the Project.

Maximum Funding Amount means the maximum amount of funding that DPE will provide under this Agreement, as set out in the Details.

Milestone Date means the date by which each Milestone must be completed as specified in the Work Plan.

Milestone Payment means a payment made on the successful delivery of a Milestone.

Milestone Report means the report, which provides details of the activities carried out to achieve a Milestone.

Milestone is a significant event in the Project that signals the commencement and/or completion of some part of that Project, or a stage at which agreed parts of the Project will be completed as specified in the Work Plan.

Modern Slavery has the meaning given in:

- (a) section 4 of the *Modern Slavery Act 2018* (Cth);
- (b) to the extent not covered in (a) above, as given in the *Modern Slavery Act 2018* (NSW); and
- (c) includes any form of slavery, servitude, debt bondage, deceptive recruitment practices, or forced labour to exploit children or other persons.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Non-Commercial Purpose means any purpose other than the purpose of generating a profit.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Progress Reports means the written progress reports detailing the status of the Project at the times and containing the information specified in the Work Plan; and

Project has the meaning given in the Details.

Project Materials means anything brought or required to be brought into existence as part of, or for the purpose of, carrying out, or in connection with, the Project, including all reports, documents, computer models, data, data files and field data.

Recipient has the meaning given in the Details.

Recipient's Core Activities means core activities undertaken by the Recipient, including preparation of study briefs, review of proposals and tenders, researching and copying the Recipient's records, attending meetings, contract administration, accounting costs, and liaising with the public and government agencies.

Recipient's Representative means the person named in the Details as updated in accordance with the terms of this Agreement from time to time.

Records has the meaning given in clause 6.1(a).

Reports means the:

- (a) Progress Reports;
- (b) Milestone Report;
- (c) Expenditure Certificate; and
- (d) Final Report.

Resilience NSW means the New South Wales government agency Resilience NSW (ABN 11 518 388 739).

Significant Project Issues means an issue relating to the project that is more than minor. Examples of Significant Project Issues may include but are not limited to:

- (a) issues that affect the timing for delivery;
- (b) data or technology breaches;
- (c) Work Health and Safety issues;
- (d) Poor delivery by any consultants or subcontractors; or
- (e) any issues that may lead to an increase in the Project Budget.

Signing Date means the date that this Agreement is validly executed by both parties.

Site has the meaning given in clause 13(c).

State means the Crown in right of the State of New South Wales and includes a Ministry, department or agency of the State of New South Wales and any state-owned authority or statutory corporation.

Statements has the meaning given in clause 6.3.

Tender has the meaning given in clause 5.1.

Those Indemnified has the meaning given in clause 20.2.

Work Plan means the plan annexed at Annexure 1, which:

- (a) was approved in writing by DPE prior to the award of the contract for Tender; and
- (b) outlines the Project's planned activities, program, budget, timeline, outputs and Milestones.

ANNEXURE 11

**ORDINARY MEETING OF GREATER HUME COUNCIL
TO BE HELD AT
COMMUNITY MEETING ROOM, LIBRARY COMPLEX, LIBRARY LANE, HOLBROOK
ON WEDNESDAY, 16 DECEMBER 2020**

4. PROVISION OF GENERAL PRACTITIONER SERVICES AND VISITING MEDICAL OFFICER SERVICES AT CULCAIRN

Report prepared by General Manager – Steven Pinnuck

REASON FOR REPORT

To advise Councillors of discussions that have taken place over the past month in relation to the provision General Practice services to the Culcairn community and Visiting Medical Officer Services to the Culcairn Health Service.

REFERENCE TO DELIVERY

Objective We create healthy, inclusive and resilient communities, acknowledge our volunteers and value our youth

Outcome 2.2 We have services to promote and deliver health and well-being for all ages.

DISCUSSION

A Matter of Urgency Report was submitted to the November Council meeting on the provision of General Practice services to the Culcairn community and Visiting Medical Officer (VMO) Services to the Culcairn Health Service. Recently the Author has had further discussions with both Cherie Puckett, Director Clinical Care West, Murrumbidgee Local Health District and Dr Niranjin, Principal of Sarkon Medical.

Dr Niranjin has confirmed that long time Culcairn General Practitioner, Dr Reddy will be retiring from Sarkon's Culcairn Practice on 31 December and that plans were being put in place for a continuation of GP services from January 2021. Discussions have also confirmed that MLHD and Sarkon Medical are investigating options to provide VMO services to the Culcairn Hospital which in the short term may involve the recruitment of a locum GP that could provide both GP and VMO services within the Culcairn community.

It would appear that there is good intent from both MLHD and Sarkon Medical to ensure the continuation of satisfactory medical services within the Culcairn community. It is very likely however, that Council will also have a role to play in the recruitment and retention of a suitable General Practitioner.

Dr Niranjin has enquired as to whether Council has any suitable residential accommodation for a medical practitioner. Whilst Council does not currently have suitable residential accommodation, this is an initiative that Council may consider (similar to Henty and Holbrook) provided any lease is on a commercial basis. Council may choose to provide some level of discount (suggest 25%) to the market rent given the current low rate of return on investments with financial institutions.

An example is provided below.

Purchase price	\$350,000
Discounted rental (25%) @ \$260.00 pw	\$ 13,520
Less rates, insurance, maintenance etc.	<u>\$ 3,000</u>
Nett Rental	\$ 10,520
Net rental return	3%

ANNEXURE 11

**ORDINARY MEETING OF GREATER HUME COUNCIL
TO BE HELD AT
COMMUNITY MEETING ROOM, LIBRARY COMPLEX, LIBRARY LANE, HOLBROOK
ON WEDNESDAY, 16 DECEMBER 2020**

PROVISION OF GENERAL PRACTITIONER SERVICES AND VISITING MEDICAL OFFICER SERVICES AT CULCAIRN [CONT'D]

It is recommended that the Mayor and General Manager be authorised to continue to liaise with Dr Niranjin of Sarkon Medical and MLHD with the view of Council purchasing a suitable rental property. It is also recommended that the purchase be funded from existing working capital.

BUDGET IMPLICATIONS

The purchase will have a negative impact on Council's cash flow however given the current low interest rate environment will be provide a positive opportunity cost for Council.

CONCLUSION

Whilst the provision of General Practice services is not a core activity of Council, GP services are an essential ingredient of vibrant rural communities. Local government is often called upon to assist in the provision of facilities and accommodation to ensure the continuation of an essential community service.

It is recommended that the Mayor and General Manager be authorised to continue to liaise with Dr Niranjin of Sarkon Medical and MLHD with the view of Council purchasing a suitable rental property. It is also recommended that the purchase be funded from existing working capital.

RECOMMENDATION

That:

1. the Mayor and General Manager be authorised to continue to liaise with Dr Niranjin of Sarkon Medical and MLHD with the view of Council purchasing a suitable rental property.
2. the purchase be funded from existing working capital.

Facilitator details

Name of LF	Deborah Atkins
Council contact/ supervisor	Marg Killalea
LGA/Shire Council	Greater Hume Shire
Date of report	24 March 2021

Consultation summary

A short summary of consultation activities conducted:

The GROW Consultation began with a wide-ranging mail-out to local businesses, community groups and key people in the community. In all close to 500 people across the shire were invited to participate in this consultation via direct email.

In addition to the direct email listing, articles of explanation and invitation were placed in all 8 local newsletters as well as on the Council webpage and in the Council Newsletter.

The GROW Survey and the link was promoted in the above material and was also promoted via a postcard size pamphlet that held a direct scannable link to the Multicultural NSW survey. This postcard was given to all interviewees, left at several businesses including local cafes, shops etc.

300 Survey pamphlets were printed and approximately 220 distributed.

After a period of promotion, follow up consultations with business leaders, community members, community group facilitators and people with real lived experience of migration were conducted. Some of these were done over the phone, a few via Skype and some via in- person interviews.

Overall, a total of 81 people were consulted across 13 local towns within the Greater Hume Shire. Of these, 18 were with local businesses, 4 with Community groups and 24 with residents including 8 with lived experience of migration in recent years

27 meetings were done in person: 14 via the telephone and 5 via computer.

43 Interview participants were male and 37 were female. Ages of participants weren't collected but a wide range of people from youth to older residents were involved. In one interview, three recently arrived migrant children participated in the discussion adding some valuable information and ideas.

Two people with identifiable disabilities participated in the interviews.

Link to public survey was distributed although many took the option of providing the survey answers and requesting the Facilitator complete the actual survey. (Many stated that they were unlikely to get back to the survey once the meeting was concluded)

Some took a pack of 10 surveys and agreed to distribute them. Most felt that the scannable link was a good idea.

Reflections or lessons from the consultation process:

Those who participated were very forthcoming with their views and offered many great suggestions for how this GROW project could work effectively.

Most people contacted for this project wanted to meet individually or in small groups of two or three. Few wanted to meet in a larger group due to COVID concerns and time constraints...people seemed to appreciate the Facilitator travelling to their location or conducting a phone/computer interview.

While the Survey was accepted as a good way to gather information, some expressed the view that it held minimal real value...was 'Too broad in scope'. Conversely, a few residents felt that they couldn't easily answer yes, or no questions...i.e.: 'they were too black and white'.

People didn't always want to give extra time to the survey once the interviews had been done...they felt that they had said enough.

Not as many young people were canvassed as would have been ideal, although a few did participate in the interviews. Might be good to visit high schools to talk to the students later if this is possible.

Interviewees, including representatives from some large agricultural businesses and those with 'lived experience', were relieved to know that their comments were anonymous and once this was stated, seemed to be more open with their feedback.

It was a challenge getting around the whole region in the allotted time.

Some interviews happened by chance, through café and shopping conversations which led to discussions and interviews outside the shops...good to have the questions on the phone and note paper handy!

Some interviews happened through the networks of the facilitator, (i.e., Creative Writing Group, ART group, driving club members, and their families).

This was a challenging time to conduct this consultation. People seemed tired of COVID and other natural disasters across the region, although once interviews started, participants were very forthcoming and generous with their feedback.

Several key business leaders were helpful in arranging larger group meetings with staff and community members, some of which occurred after hours. The Facilitator is grateful for this community wide assistance.

Domains of inquiry

1. Community preparedness and receptiveness

Most people and groups consulted for this project were encouraging **of the idea** of re-populating small villages through the relocation of migrant populations from city areas, but there were many caveats or conditions that people wanted to see to make the project a real success.

The possibility of new people moving to the region and small towns was seen as a positive **if it involved long term jobs, children attending local schools (that have dangerously low numbers at present), some support systems and transport.**

Most participants were very open to the idea of having people from different cultural backgrounds settle in their towns and recognised that this would create great opportunities for cultural learning and growth.

As one respondent stated:

- “It would be good to have some families from other cultures here...great for the town, our economy, our kids and hopefully our art and food scene.”

Others recognised the benefit of building up depleted areas generally:

- “Many of our small villages are dying cause kids need to move away for school and then work...we all want to see our places grow again and be vibrant and for this we must have more families come here. It doesn't matter where they come from really, just that they want to be here and ideally want to stay and become a part of the community.”

Despite this general acceptance of the concept and recognition of the need to grow small communities again, **most people interviewed were concerned that the basic infrastructure wasn't available to support the new people wanting to relocate** (see section 2).

Most respondents stated that an **awareness raising campaign** would be needed to promote the project before relocating individuals and families. As one business owner commented:

- “It would be a backward step if you just bus them in and expect the town to embrace them...people need to know what's going on and be given some guidance to make sure it all works well. The people coming here also must have lots of support...help and advice so that they know how to fit in best. If they want to stay, they have to work at it.”

A few ‘towns’ in the region appeared more receptive and more familiar with ‘welcoming strategies’ for newcomers, including refugees. Two of note are:

- **Walla Walla**, where a migrant project has already been implemented (‘Walla Walla Refugee Resettlement’). *
- **Henty** which although having limited experience with people from migrant backgrounds, have implemented many newcomers ‘welcoming’ strategies like fairs, welcoming packs for new residents, library information services etc.

Holbrook Rotary have also been involved in initiating programs for newcomers from different cultures including a cooking class.

A few (two) respondents stated that the community generally was ‘pretty closed’ and expressed the view that bringing in migrants wouldn't work:

- “We have a pretty closed community I feel ...the reality is that we are not that comfortable with foreigners.”
- “We haven't even accepted our own Indigenous people yet...how is this scheme going to work! “
- “Around here we have limited exposure to people that are different to us...although there are a few. We might need some help and some time to get to that point where they are accepted totally.”

COVID

Some stated that it 'isn't the right time for this initiative', especially without large scale wrap around support. Many cited COVID and said that the timing was "too close to the chaos."

"How can the Government be doing this right now...its crazy timing...we are only just getting through this COVID stuff and there may be more to come ...this is a stupid time for this."

"We need funding for better health care, especially now with this disease everywhere...not relocation projects!"

Some additional ideas proposed to assist the project include:

"Having a more widespread community Consultation before the arrival of the families so people are ready, and all is set up to support them."

"Establishing an Information Officer for newly settled families to assist with living skills, community groups and services, on-line computer skills, methods of payments for utilities etc".

Providing an: 'Information Officer' for newly settled families to assist with living skills, community groups and services, on-line computer skills".

"Employ a worker to assist families in general to settle into community...Children and schools; services and methods of payment; organisations to join i.e. Rotary, CWA, SES Lions".

2. Service accessibility and readiness

In many of the smaller towns, services are generally limited, and this was raised by all respondents.

The major issues were:

Transport:

In most areas the only public transport is a small, limited capacity community bus service called Regional Buses, and while all agreed that this service was exceptional and greatly appreciated, the general feeling was that more was required, especially if new settlers were going to be relocated to the towns.

Many respondents stated a concern for families who might end up 'trapped' in isolated housing with no ways to travel into town or regions for shopping, social interaction of health purposes. As one person mentioned:

- "Do these people all drive? Do the Women drive? Because they really must in order to get around. It would be terrible to just dump them somewhere."

Another comment about the **country roads**:

- "The new residents need to have some training on how to drive on our dirt roads...many of which are pretty rough. We've had instances of bad accidents with new workers who thought they were fine but ended up in trouble coming back on our roads at night...it's important that they are good drivers and understand what they are coming into."

The company that currently runs a small bus service in many of the towns across the region was interviewed (Regional Buses)) The Operator stated that the service is running generally at capacity and really needs support by Government to increase their fleet and offer more to the people whose only option is the bus service. A Proposal has been submitted and is awaiting ministerial approval.

The availability of **transport services** was considered critical by all people interviewed and is of major concern in terms of supporting new residents who have relocated from city areas, especially if they have no prior exposure to country conditions.

The issue of making sure that the families who wish to relocate are aware of the big change they are undertaking was mentioned often during consultations and the following ideas were proposed:

Make sure that all families/individuals are supported in coming to the area **for a short-term visit/trial period prior to full relocation**. Visit could entail a trial with the workplace, a meet a greet period within the community, visits to schools, sports clubs and driving skills training events.

Housing

Together with transport issues, the availability of housing was very high on the list of major concerns about supporting this project. **In all interviews, the limited or non-existent housing was mentioned as a key concern**. Some of the comments help explain:

- "We have no housing, even for our own families and workers...how can we support more people coming here."
- "Will the Government also bring some houses for the new people...because there's nothing here right now?"

Residents and businesses alike expressed frustration over the housing crisis and wondered how this project can work in this circumstance.

- "There's just nothing here. I'm trying to get staff but where do they live? The situation is bad right now and I can't see how bringing new people in is going to help."

Some ideas put forward included:

- The GROW Project bringing with it some tiny houses or cabins for families to live in...placing these on local farm properties "might be a good incentive for locals to commit to the project."

- Buying run-down small farm lets or leasing them on long term leases (from the farmers) so that migrant families can use them, ideally to settle into and possibly grow, gardens etc.
- Abandoned homes being fixed up across the region and offered for new housing.
- Local Council provided with extra funding to buy up land and build homes for new residents, including migrants relocating within this GROW project.
- Residential Housing classification/zoning to be changed so that large land holders can sub divide more easily and offer housing blocks for sale.

Some comments suggested that the issue of housing support needed to be done sensitively to make sure local families don't get annoyed/frustrated believing that they are being overlooked in favour of another 'outside group'.

- "You can't just build a nice lot of homes for new migrants and expect the locals to be okay with not having any homes for their kids or parents to move into."

Many participants showed concern that new migrants coming to the area might be left to live in run down, temporary housing:

- "Please don't plonk them into caravan parks and expect them to feel part of the community."
- "No container homes" (Although one respondent did suggest this as a reasonable option for new residents and workers.)
- "No shanties or closed communities."

In the town of **Henty** where a fair number of migrant workers have settled into jobs and community living. Some assistance with housing was provided through the community and this has made the relocation much easier. Seven recent migrant residents were interviewed in Henty, including three children and during the interviews all mentioned how welcoming the township has been and how the assistance of key people has made all the difference to their experience. All expressed the view that having affordable and secure housing will be vital to the success of this project.

Language support was another key issue raised during the consultation.

Some businesses who have employed people from migrant and non-English speaking backgrounds said that language barriers were often a cause of concern and served to isolate the new workers from the community. There are no language services in this region, the closest being in Albury.

Some of the comments include:

- "It would be preferable that new people coming here on this scheme have the basics of English or they would find it really hard to fit in... Would need translator services etc".
- "Unfair to place people here if they can't communicate with the people in this community...we will support them if we can but how do we do that if we can't talk to them?"
- "Migrant support services, like translators might be required in some workplaces and schools."
- "When folk can't communicate, they then shut themselves in...we don't want that."
- "Command of the English language is vital."

A positive perspective mentioned by several people was the opportunity of learning new languages and about new cultures from the people who might relocate. As one younger resident stated:

- "I'd love to learn all about Arabic history...maybe we can have some classes at the library where the new person teaches us."

Another thought that having access to a new language would be:

- "Great for the school and the people around here...it might open the place up a bit."

Access to good phone and internet services:

In some areas telecommunication was raised as a possible barrier with some stating that without access to good phone and computer reception:

- “Isolation can be a significant issue and can make it impossible for children, especially to fit in and get along with school demands.”
- “It can be very frustrating and lonely out here when you can’t get into the internet or Facebook, especially for people and kids coming from the city areas.”

Some business leaders also mentioned access to reliable telecommunications as a barrier to business growth and therefore employment opportunities.

Faith Groups

Some respondents mentioned the issue of culturally appropriate faith groups, or religious places as a possible barrier for new migrants and stated that in their small towns, different faith groups were ‘hard to find’.

- “We don’t have a mosque close by and some people from refugee backgrounds have a serious faith and want to be part of the faith community...this might be a challenge around here, especially with no transport”.

On a positive note, one young person interviewed saw a real opportunity to learn about new faith ideas:

- “It would be good if a kid comes from a new country and can teach us about the Muslim way of life and all that’s about...it might help us to understand better.”

In some local areas, local church groups have been involved in supporting similar programs and people from migrant backgrounds (e.g. Walla Walla) and may be a good resource in the future for this project.

Food

Quite a few respondents talked about food and the absence of international options in the local supermarkets and takeaway outlets commenting:

- “I know that some people who did come here found it hard to deal with the lack of the type of food they were used to...they needed to travel into larger Cities to get what they wanted...I think it was hard on them.”
- “We travel into Wagga or Melbourne, occasionally to get the food we really want”

Some recent people from migrant backgrounds who have settled in country towns didn’t realise that they might be able to talk to the local shop keepers (usually IGA) to negotiate getting some of their food stuffs supplied. This might be an area easily addressed if new settlers are introduced to the local shopkeepers and informed about their options and choices. Food was raised as an important aspect of people’s lives that helps to keep people happy in their situations and part of the community.

Interestingly, quite a few people thought that attracting migrants to the towns and regions might bring with it some welcome diversity in food options:

- “It would be FANTASTIC if new people came that could start a Café or takeaway that served great Thai or Indian food...or anything different really!”
- “New people can teach us cooking classes ...that might be fun.”

In the town of Henty, a few local young Indian residents have begun providing some special food nights at the local club/pub. I was informed that this is a great success and obviously helps to gain widespread acceptance and appreciation of different cultures.

Schools, Childcare and Aged care

In most instances, residents and businesses interviewed felt that bringing in new residents from any backgrounds would be a positive for the local schools, some of whom are suffering from a decrease in population and therefore a danger of closing.

Access to available childcare was raised by some as a vital issue and one that would need addressing if new families were relocated. In one instance a new family, who migrated here for work stated that they struggled for many months trying to get the right childcare.

Elder care assistance was also raised:

- “Some cultures are used to looking after their elders but need a good support system to do this...in some of our towns we have little to offer.”

Sport

A significant number of people responding to this consultation brought up the issue of sport as something that would help any newcomer find a sense of belonging in the community.

- “Sport is a wonderful equaliser...if they appreciate footy... they will fit right in!”
- “If the new children can get involved in the local sports clubs like, football, cricket, swimming then they will make friends for life...if not it will be much harder.”
- “To really become part of the community one needs to go to sports things like football...nobody cares where you are from there...as long as you are keen to be involved.”
- “Hopefully, through the kids going to the local schools, the parents will take them to sports on the weekends...that’s really the way we all learn to get on over the years...great friendships are made this way.”

Again though, the issue of access to transport to get to sports events was raised as something needing attention:

- “Sometimes the footy events are a bit far away...some people help drive others through car sharing and such, but you really need to be able to drive.”
- “The kids will need help getting to the sports clubs and fields...how will that happen?”

Some noted the experience of newcomers from migrant backgrounds finding it hard to ‘fit in’ because they had no interest in sport.

- “It’s the Aussie way really...we will accept just about anyone who loves football and other sports...we are a sports loving nation after all.”

Some recent migrant community members in one small town felt that sport was critical to their overall acceptance and sense of belonging.

“Coming here felt a bit like home...playing cricket and having fun, the small shops, the locals saying hello...it reminded me of home”.

A possible way of introducing this project might be through holding a large community multi-cultural sports day in the region...it would be sure to attract positive attention.

A few people mentioned the need for migrant residents to **learn to swim** and discussed times when tragedy has struck because of not understanding the local waterways.

Other general ideas put forward:

Need to have a ‘**Cultural Centre**’ established somewhere in the region to support new migrants; this could be run by migrant staff/volunteers and provide classes for cultural exchange as well as support.

A **Trauma Centre** might be required somewhere in the region for migrants who need it.

Assist new migrants with **establishing small businesses** in the region such as market gardens, food vans, art, and craft shops etc.

Possibility of having a **4-week trial period** where the new families get a chance to experience the 'real life' of living in a rural town.

Need to make sure the '**matching process**' is done well.

Volunteering is another good way of getting involved in the community and being accepted.

Need to research the families' aspirations to move to the region...more than just a job. "**Do they really want to be here?**"

- "They need to want to come here for the long term and stay involved otherwise it will be another flop!"

Key services in the region, including Schools, Health and Council will require some on-going **cultural competency training** to fully support this scheme. Will also need more funding.

One participant in a small group interview suggested that a **Mentoring Program** be built into this initiative:

- "We can try to match people up with an existing family to provide support, help them negotiate their way through Government services like Medicare, RTA etc."

It was recognised that learning how to live in a new country and a new town can be very hard and that extra supports will be needed.

3. Employment opportunities and priorities

Following is a list of potential workplaces identified by those consulted in the community. Some of these businesses were interviewed and some not, so will need follow up if this project is to progress:

Ag n Vet Services Henty.

NA Auto Jindera

A Kotzur: Walla Walla

PJN Sheds Walla Walla

Jayfields Nursery Holbrook

Geelong Leather Culcairn

Woodburn Olives

Wiesner Farm Machinery Walla Walla

Holbrook Paddock Eggs

Wilksch Wines Culcairn

Boral Bricks Factory

In addition to the above larger scale businesses, several smaller business operators were interviewed and gave their input. These included owners of cafes, restaurants, newsagents, gardeners, food shop owners, mechanical design business owners, childcare operators, and business consultants.

The greatest demand for workers seemed to be in the farming and agricultural sector where those interviewed expressed some frustration in not being able to attract and keep skilled workers. Some of the comments included:

- “Farmers are screaming out for labourers, but workers don’t really want to live in remote locations.”
- “People come here to work for a while and then shoot off for better wages and housing.”
- “General farm hands are in demand, but we need good ones who will stick around longer.”
- “It is difficult finding good, reliable long-term staff...this is definitely a gap that needs filling.”

In several farming enterprises seasonal work was all that was offer so may not be suitable for new residents unless additional work was also available.

Respondents mentioned new projects being developed in the region including a large-scale solar farm which may require new workers. It would be helpful to undertake an audit of businesses that are growing or moving into the region and contact them as potential partners in this project.

In terms of using this GROW Project to bring workers to the region, those consulted had mixed reactions with some seeing the potential benefit and some very unsure if now is the right time.

- “It might work if the right supports are in place, but it would take a lot of goodwill and wrap around supports for the new people.”
- “Make sure the employees are skilled and enthusiastic to stay and become part of the town...that’s what will make this a success.”

Housing availability was the main concern raised in terms of attracting and retaining workers for small towns:

- “Where will they live? We have absolutely nothing here to rent or to buy. Maybe the Government can open some land and build some houses for us and then we can get people here to live and work.”

- “I can’t get staff because they can’t find a home here...there is nothing to be had for miles around. It makes building the business and taking on new employees almost impossible really.”

Several larger businesses have provided farm accommodation for new employees and say that this has worked well:

- “Providing our new workers with a home was a big benefit and has helped them feel settled and happy.”
- “We have a few houses on various parcels of land that we provide to new staff...it seems to work well but we could do with more.”

Options put forward to help the housing crisis and help house people, including migrant workers through this project included:

- GROW Project Buying land and putting small homes on them.
- Subsidising farmers and businesses to build accommodation on land that’s available.
- Long term leasing of properties that might be run down, fixing them up and renting them to new workers.

During this project, and while driving across the region, the local facilitator has identified a range of country properties that lie abandoned and with some attention, could be renovated to a good standard. These could then be offered to new workers.

In the township of **Walla Walla**, a **Refugee Resettlement Project** has been running for several years coordinated through the Community Development Committee (of which there are a number within the region). Andrew Kotzur is the current chair of this group.

The Resettlement Project involves key businesses in the town employing migrant workers and helping them to become established in town. The Committee helped to coordinate the project and alongside Multicultural NSW (Funding body).

One Syrian family took up the offer to relocate to Walla Walla from Western Sydney after attending a organised bus visit to the area along with other interested Sydney migrant residents.

Work was provided however this hasn’t been successful and the family have left the employment.

It will be worthwhile re-evaluating this project to look at the key learnings, as it is a similar one to what is being proposed with the GROW project.

During the consultation meetings with some of the key players in the Walla Walla project the following points were raised:

- Walla Walla is a town generally accepting of migrants and willing to participate in projects that help.
- The issue of English language proficiency has been a barrier to success in some cases
- Housing is still an issue.
- Some new workers will require licences and qualifications

Some comments include:

"It takes decades to change social attitudes and we need to bed down some stereotypes to gain acceptance.

- “Nothing forced works...needs to be driven by the people!”
- “Support, Support, Support...that is what is required to make a project like this a success!”
- “If people were prepared and fully understood what they were coming to...in terms of job and living conditions, it might work better.”

- “They need a skill or a desire to do a particular job...and to feel that they are moving for a better life as well as work.”
- “Both parties need to be very motivated for something like this to work well.”

Ideas put forward include:

- Having a rigorous matching process attached to this GROW project so that workers and employers can see each other’s requirements, qualifications, and aspirations...possibly on a data base in the first instance. That way people can be better matched to the job needs of the area.
- Build in a **trial period** for the new workers and employers to see if the fit is a good one in terms of work and living conditions, such as housing, schooling, community connections and other needs.
- Provide interpreter services or ensure a certain English language proficiency in new residents.
- Make sure the whole family is catered for and isn’t isolated.
- Have on-going supports provided, i.e. help with accessing child care, social security and other government services.
- Provide help with housing and transport.
- Possibly provide some incentives for employers and local groups so that they see an immediate gain for the community i.e., Support the local small bus company to expand.
- Access to cultural food and religion needs to be addressed.

Several local farmers across the region were interviewed and mentioned the following points in relation to employment:

- The new migrant workers need to be able to work with their hands.
- Farm workers and general labourers are urgently needed across the region.
- Do they really want to be here and genuinely want to work?
- How skilled are they and do they have any qualifications?
- Farmers can’t afford to be paying high wages to train people.
- Providing small cabins would be a good incentive for farmers to employ the right workers in this project.
- Generally, need a good work ethic.
- Need access to a car and awareness of country roads.

Local small businesses will need to learn more about the GROW project and will need some incentives.

Cultural awareness programs would be required to help people understand and appreciate differences.

- “Set up a two-week trial period to see if all are happy.”

Job opportunities mentioned included:

- Local large grain silos (employ up to 100 workers at times).
- Steel workers, welders, labourers, and general farm workers needed across the region.
- Re-open closed-down shops and pubs and train migrant workers to run them.
- Large new Solar Farm will need staff.
- Builders required to build new housing.

Those interviewed recognised the following benefits to having migrant workers move to their towns:

- Increase in school children would strengthen overall numbers and make schools more viable.
- Greater cultural awareness in the workforce and in society.
- Towns could become revitalised.
- Old homes could be renovated and used.
- Economy would be better off with more people, spending in towns.

Fears mentioned include:

- New migrants not fitting in to the community and creating silos of their own.
- Lack of immediate and on-going supports for the project.
- Lack of help with interpreters.
- Single people coming for a short time, getting trained and then moving back to the city.
- GROW not being fully implemented for the long-term success...funding running out.

4. Other areas

Other issues highlighted during consultation:

- Shortage of workforce due to Visa regulations being 'out of step with current needs.'
- Shortage of overseas students to undertake manual harvesting work.
- Overall lack of diversity within the Greater Hume Region, including within major employers such as Council, hospitals, and schools. This might need to be addressed before (or in conjunction with) any community building project.

IDEAS

Some small towns across the region have had a history of welcoming new migrants during the WW2 relocation and many of these have established families still in the area. Might be worthwhile to research Bonegilla stories of settlement where over 300, 000 displaced people were housed prior to being settled across the country. Bonegilla is on the Murray River near Wodonga.

Some towns have festivals and other events where the whole community comes together. These may offer opportunities to introduce the GROW project and the benefits of having a multicultural society. Food stalls, cultural dress and dance, cooking classes etc are all opportunities for local people to gain a better understanding of different groups from different backgrounds. The local Libraries were found to be a major player in organising these significant events and are trusted and used by the community.

Mental health support services that deal with torture and trauma might be required and will need funding.

Schools and school students are very welcoming and excited about the opportunities of learning about different cultures. This could be greater utilised by supporting local schools to run multicultural events such as art shows, cultural visits etc.

Summary

Across the region, with a few exceptions, all the people interviewed for this project supported the idea of having more people from multicultural backgrounds move to their towns and many opportunities and benefits were identified. However, there are a few major barriers that would need addressing before this project was implemented fully and successfully. **Housing and Jobs** are the two areas most mentioned and in that order.

The insights gained during this small-scale research indicates that the towns already familiar with migrant work programs such as Walla Walla and Henty, would be best placed to have a pilot project of GROW implemented and evaluated.

In addition to the above, the need for Government agencies to lead by example and demonstrate cultural diversity in their workplaces was mentioned by most participants with the hope that one day a project such as GROW will be able to be implemented successfully and for a long-term benefit of all in the region.

TOURISM AND PROMOTIONS REPORT - MARCH 2022 ANNEXURE 13

Prepared by: Kerrie Wise, Executive Assistant, Governance, Tourism and Promotions

Greater Hume Council Websites

Delivery Plan - 1.1.2.1

Objective - Engagement by Council to demonstrate Council leadership. (Continued implementation of the GHC Communication Plan.) (Maintain and manage the Greater Hume Council suite of websites which are compliant with accessibility standards. Seamless CMS(OpenCities) is the provider of Council's websites – Greater Hume Council, Visit Greater Hume, Greater Hume Children Services and Town and Village websites.)

Comments

		Greater Hume greaterhume.nsw.gov.au		GH Children Services ghchildren.com.au		Visit Greater Hume visitgreaterhume.com.au	
March 2022		22	21	22	21	22	21
Website Traffic	New	4596	4373	361	625	758	423
	Returning	1450	1348	168	206	100	38
Traffic Source	Organic	3856	3677	323	633	446	320
	Direct	1227	685	193	159	105	48
	Referral	217	556	4	9	237	62
	Social	173	212	9	30	2	4
Device Paths	Desktop	2765	2392	243	384	383	180
	Mobile	2461	2425	284	425	353	216
	Tablet	144	252	2	22	43	35
Bounce Rate	%	63.60	59.47	68.24	75.21	69.75	69.44

www.greaterhume.nsw.gov.au - top pages:

1. Your Greater Hume Council - Careers With Us
2. Contact Us
3. Living in Greater Hume – Waste Facilities Opening Times Charges and Accepted Waste
4. Your Greater Hume Council - Building and Development
5. Events Calendar - Morgan Country Car Club Swap Meet Show Shine, Jindera

www.ghchildren.com.au – top pages:

1. Family Day Care
2. Family Day Care – Enrol Your Child/Children
3. Contact Us
4. Featured Content – Enrol Your Child/Our Services
5. Holbrook Centre

www.visitgreaterhume.com.au – top pages:

1. Featured Content - Stay - Bed Breakfast or Farmstay
2. Culcairn - Explore Eat Stay/ Culcairn Caravan Park
3. Natural Wonders - Wymah Ferry
4. Holbrook
5. Featured Content - Natural Wonders

Social Media

Delivery Plan - 1.1.2.1

Objective - Engagement by Council to demonstrate Council leadership. (Continued implementation of the GHC Communication Plan.) Implement and enhance on line communication tools using technologies such as social networking mechanism.

Comments

- Instagram, #visitgreaterhume – 951 followers
- Individual facebook pages:
 - Greater Hume Council – 2900 followers
 - Visit Greater Hume – 583 followers
 - Holbrook Submarine Museum – 1143 followers
 - Greater Hume Children's Services – 911 followers
 - Greater Hume Youth Advisory Committee – 490 followers
 - Buy Local in Greater Hume – 567 followers

Delivery Plan - 1.2.1.1

Objective - Implement the planned community engagement processes using various communication strategies. (Develop four Council newsletters (Autumn, Winter, Spring and Summer) and a rates notice insert whilst ensuring effective and targeted content.)

Comments

The second Greater Hume Council Newsletter to be sent electronically was sent in early March to 1933 email addresses. Articles included Australia Day in Greater Hume, How Welcoming is Greater Hume?, Greater Hume Grant Finder is here!, Welcoming New Citizens to Greater Hume, Bushfire Recovery Exhibition, Engineering Works, QR Code for Burning Permit, New Local Landcare Coordinator, Getting Back to Nature and Community - Partnering to Support Communities, RECYCLE mate, Not for the Bins - Batteries, Gas Cannisters and Bottles, Essential Energy Storm Tracker, Companion Card, DrumMUSTER, Greater Hume Youth Services, Firewood Permits, Your Libraries, Mobile Library, Local family friendly things to do in Autumn, Whats On, Have you visited Wirraminna? and new Council information.

Grants and Funding

Delivery Plan - 3.2.1.2, 4.1.1.1

Objective - Continue to support and develop sporting facilities and other community infrastructure. Identify opportunities for external grant funding.

Comments

Greater Hume has now partnered with GrantGuru to provide is the most comprehensive grants database in Australia that includes grants and assistance across all levels of government and the private sector (philanthropic grants), each summarised into a one-page template for easy comparison. This grant portal is available to Council staff, local businesses, community and sporting groups throughout Greater Hume. The following grant applications have been recently submitted:

Name	About	Current
Austrade’s Regional Tourism Bushfire Recovery Grant – Stream One - \$30,000 – Greater Hume and Henty Machinery Field Days Promotional Production	This project will be developing and promoting the videos, photography, social media posts, advertising and Hume Highway signage in order to attract visitors both old and new to Greater Hume and Henty Machinery Field Days.	Austrade has granted an extension to this grant to end of 2022 to cover the Henty Machinery Field Days in Sept 2022. Additional filming is being planned in the Autumn months by Angry Ant Marketing, Wagga Wagga.
Create NSW - Regional Cultural Fund - Digitisation Round – \$332,745 - In partnership with Albury City (lead agency)) - Murray Region Digitisation Hub	The Project involves the engagement of a Digitisation Project Officer and development of a Digitisation Hub (Thurgoona Collection Store, 2 Hoffman Road, Thurgoona) to implement professional training programs for individual museums and facilitating the digitisation of at least 400 objects. AlburyCity is lead agent.	All six museums are busy organising their significant items digital information. There has also been one on one sessions and a two day training workshop in early April, with each of the museums on how to use scanners and cameras at the new Digitisation Hub.
Museums & Galleries NSW - \$13,000	Greater Hume has engaged Nomad Films to research, develop, film and edit a 6 episode web series on each of the community museums, Culcairn Station Masters House Museum, Headlie Taylor Header Museum, Holbrook Submarine Museum, Holbrook Woolpack Inn Museum, Jindera Pioneer Museum and Wymah Schoolhouse Museum.	Helen Newman and Alyson Evans from Nomad Films (http://www.nomadfilms.com.au/) have now completed the videos. Now we have received funding for marketing and promotion the release date of these videos will be early April and will also be featured on Visit Greater Hume website.
NSW Government - Bushfire Local Economy Recovery Fund - \$451,054 – Hanel’s Lookout	This project at Hanel’s Lookout (Woomargama National Park) will create viewing platforms, walk ways, sealed car park, sealed Hanel’s Road, toilet, picnic area and signage.	Tenders and environmental assessment has commenced with major works during 2022 with minor works completed by April 2023.
Stronger Country Communities Fund - Round 4	11 applications were submitted from various community groups and 9 GH Council applications. Totaling \$3,224,567.00	4 Successful applications - GHC Culcairn Recreation Ground new playground, Billabong Little Athletics at Henty, Holbrook Gym Club and Jindera Netball Club.
Crown Reserves Improvement Grant	4 applications from community groups were submitted. Two applications successful	Walbundrie Sportsground (\$192,129 new multipurpose shed) and Jindera Park (\$87,681 amenities block).

National Australia Day Council	The funding will cover a welcome ceremony, AD merchandise, photography exhibition, MC and coffee van.	Accquittal has been submitted and accepted by National Australia Day Council.
Culture, Heritage and Arts Regional Tourism (CHART) program	Purchase of essential conservation materials for six community run museums to assist them to appropriately care for their collections.	Awaiting Outcome - \$12,727.98
Riverina Water	Painting and lighting for AE2 exhibition space.	Awaiting Outcome - \$20,000
Cultural Tourism Accelerator Grant	Marketing of films developed in Let's Get Digital grant, see above.	Successful - \$10,000 - Engaged Frank & Ernest to develop a 30sec television commercial and 90sec social media video presentation. Engaged Prime Television to run advertising.

Greater Hume Tourism and Promotions

Delivery Plan - 3.3.1.1

Objective - Implement the Greater Hume Visitor Experience Plan which was endorsed March 2014 by Greater Hume Council.

Comments

- Monthly newsletters are being sent to all Greater Hume Tourism Operators, providing latest information on COVID 19, tourism opportunities, marketing, social media and promotional campaigns as well as relevant contacts and statistics.
- Currently managing 160 Greater Hume ATDW Listings. The Australian Tourism Data Warehouse (ATDW) is Australia's national platform for digital tourism marketing in Australia. Established in 2001, the ATDW is jointly owned and managed by all Australian state and territory government tourism bodies. ATDW distributes this information to over 60 partners' websites to support local tourism businesses in expanding their on line exposure, bookings and marketing.
- Scheduled another social media Welcome to Greater Hume campaign, providing reels, tours and ideas of what people can do in Greater Hume during 2022. There will be a particular emphasis on producing reels with our themes of history and heritage and natural environment. The average reach on our posts is currently 1500.
- Submitted visitor and What's On advertising in Out and About Autumn 2022 Edition in Border Mail. The print run is 24,000, 14,000 are inserted into The Border Mail and the additional 10,000 distributed. Distribution is to all Visitor Information Centres through NE Victoria and South West NSW/Riverina plus Canberra and Melbourne. Other business (inc motels) and advertisers.
- Emailed (over 600) 'What's On in March to Visitor Information Centres in NSW and VIC, coach/bus/tour companies, tourism operators within shire and regional, media, visitor information points and to interested residents in shire.
- Wagga Wagga City Council (WWCC) partnership for an upcoming autumn marketing cooperative involving Lockhart, Narrandera, Coolamon, Junee, Cootamundra/Gundagai and the unique and authentic experiences we have here through day trip itineraries. Filming and photography shoot was held Wednesday 17 November at several locations throughout Greater Hume. The campaign will be launched early April.
- Austrade's Regional Tourism Bushfire Recovery Grant – Stream One - \$30,000 – Greater Hume and Henty Machinery Field Days Promotional Production - Austrade has given an extension to this grant to end of 2022 to cover the Henty Machinery Field Days in Sept 2022. Additional filming is being planned in the Autumn months by Angry Ant Marketing, Wagga Wagga.
- COVID Recovery Funding - Developing a Greater Hume promotional campaign in partnership with Murray Regional Tourism and Destination NSW. Campaign will be developed early 2022 and rolled out Autumn and Winter 2022.

Visitor Information Centre and Submarine Museum

Delivery Plan - 3.3.1.1.06, 3.3.1.1.05

Objective - Offering visitors to Greater Hume information and advice on accommodation, places to eat, attractions, maps, tours, road conditions, events and other general information. Reception and admission to Submarine Museum.

Comments

Visitor Information Centre Statistics:

Mar 2022 - Walk In – 1295, Phone Calls - 27, Emails – 0.

Mar 2020 - Walk In – 241, Phone Calls - 25, Emails – 13.

Submarine Museum Statistics:

Mar 2022 - Adult - 171, Child - 32, Concession - 192, Family - 46, Group - 15, Total - 456.

Mar 2020 - Adult - 40, Child - 7, Concession - 56, Family - 7, Group - 0, Total - 110.

Events

Delivery Plan - 3.3.1.1, 2.1.1.1

Objective - To assist with the promotion of Greater Hume's many and varied events. Encourage more residents to be involved in Greater Hume and events.

Comments

- Supporting the following events - Jindera Pioneer Museum, Jindera Community Garage Sale, G -Rodge Markets, Morgan Country Car Club Swap Meet & Show & Shine - Jindera, Holbrook Sheep and Wool Fair and ANZAC Day events.
- Currently revising the Greater Hume Events Guide.

Australia Day

Delivery Plan - 1.1.2.7 and 2.1.1.1

Objective - Recognise community leaders and their efforts and encourage others in the community to take up leadership roles.

Comments

Currently advertising to community an Expression of Interest to host Australia Day in 2023, applications are due 28 May 2022.

Signage

Delivery Plan - 3.3.1.1

Objective - Implement the Greater Hume Visitor Experience Plan which was endorsed March 2014 by Greater Hume Council.

Comments

Currently organising visit Greater Hume signage on Hume Highway and Coronation Sign, Culcairn Sportsground.

Murray Regional Tourism (MRT)

Delivery Plan - 3.3.1.1

Objective - Implement the Greater Hume Visitor Experience Plan which was endorsed March 2014 by Greater Hume Council. (MRT is a joint venture between Albury, Balranald, Berrigan, Campaspe, Corowa, Deniliquin, Gannawarra, Greater Hume, Mildura, Moira, Murray, Swan Hill, Wakool, Wodonga, as well as Tourism Vic and Destination NSW.)

Comments

- Currently attending monthly zoom meetings with MRT and the VIC network group.
- Planning to extend the Love The Murray campaign and cooperative marketing initiatives.
- Continuous advocacy during the COVID 19 crisis.
- Tripadvisor Campaign - Murray Regional Tourism - The campaign will build the profile of the Murray River region and destinations through targeted ads and content creation with Tripadvisor. This campaign has 680,425 impressions across the Murray region. The Greater Hume sponsored page received 561 (out of 5214 across the Murray region) impressions with an engagement rate of 5% (the KPI for this campaign was 1% engagement rate).
- Attending the Good Food and Wine Show in June 2022 in Melbourne, three operators are attending, Flyfaire Wines, Wymah Organics and Lupins for Life.

Museums and Heritage

Delivery Plan - 3.3.1.1

Objective - Implement the Greater Hume Visitor Experience Plan which was endorsed March 2014 by Greater Hume Council. (GHC currently has 11 public or private museums and three historical societies. Museum Advisor (Vanessa Keenan) – In partnership with Albury City Council and Museums and Galleries NSW.)

Comment

The Museum Advisor has been reaching out to museums mostly relating to the two successful grants we have obtained (Let's Get Digital and Digitisation of Museums), see Grants and Funding for more information. All six museums are busy organising their significant items digital information. There has also been one on one sessions and a two day workshop planned for early April, with each of the museums on how to use scanners and cameras at the new Digitisation Hub. Developing TV advertisements to air on Prime Television showcasing the new videos which have been developed for each of the six museums.

Murray Arts

Delivery Plan - 3.3.1.1

Objective - Implement the Greater Hume Visitor Experience Plan which was endorsed March 2014 by Greater Hume Council. (Murray Arts aim is to actively assist the ongoing development of, and participation in, arts and culture throughout the Border region.)

Comment

Have been appointed to the Murray Arts Strategic Advisory Council (MASAC), which meets twice a year and sits alongside the Murray Arts Board to guide the direction of the organisation towards achieving its goals.

Areas/Projects	Objectives	Progress and Comments
<p>Unemployment</p> <p>Jobs/ No of Businesses/Businesses Database</p> <p>Median House Price</p> <p>Median Rent</p>		<p>Unemployment Dec Qtr 2021 Greater Hume 3.5%, Unemployment Australia 4.4% Dec Qtr 2021 Source: REMPLAN Greater Hume</p> <p>Home to 11,020 people, Greater Hume Shire supports 3,414 jobs and has an annual economic output of \$1.244 billion Source: REMPLAN Greater Hume</p> <p>Number of businesses 1357 Actively trading (2021 Year)</p> <ul style="list-style-type: none"> 706 Agriculture, Forestry and Fishing Sector 149 Construction 82 Rental, Hiring & Real Estate 75 Transport 50 Other Services 46 Retail 42 Professional, Scientific and Technical 37 Accommodation & Food Service 35 Wholesale Trade 34 Manufacturing 25 Health Care and Social Assistance 24 Administrative and Support Services 20 Financial and Insurance Services 15 Education and Training 10 Arts and Recreation Services <p>A refresh of the database via the Australian Business Registry (invite to opt-in to the business database) will occur in the next quarter</p> <p>As at September 2021 Qtr, Median House Price is \$288,000 (LGA). As at December 2021 Qtr, Median Rent is \$310 per week. Source: https://www.facs.nsw.gov.au/resources/statistics/rent-and-sales/dashboard</p> <p>No of rental bonds in Greater Hume LGA – 375</p>
<p>Business Alerts</p>	<p>Officer utilises the business database to inform businesses across Greater Hume on projects/training/important business news/grants, as well as to seek timely engagement back from the business community regarding feedback e.g. NBN upgrade at Jindera, current staff recruitment, NSW Growing Regions of Welcome Pilot – Research project.</p>	<p>Jan - Greater Hume Council has been working with NBN Co to support an important grant application to the AU\$300 million nbn Regional Co-Investment Fund , with applications for grant funding closing soon. To support the grant application, we are now seeking letters of support from the business community, residents and other stakeholders.</p> <p>Feb - Introducing the NSW Growing Regions of Welcome Pilot Program – Research Project</p>

<p>Business Newsletter</p> <p>Business Advice and Training</p>	<p>To produce a business newsletter for distribution electronically to businesses listed in the Greater Hume Business Directory database</p> <p>Consult with existing home based and small businesses to identify specific business management training & development needs and facilitate development of a program of training courses, seminars and workshops.</p>	<p>Feb - ICN - Maragle Switching Station - Supplier Briefing Session Invitation March - Business After Hours (and Learn New Skills) Events Wednesday, 30 March at Jindera Museum 6:00pm to 8:00pm or Thursday, 31 March at The Ten Mile Holbrook 6:00pm to 8:00pm. March - Sam McPaul Memorial Official Opening Sat 12 March 2022 at Jingellic March - Are you currently recruiting for staff? Positions filled or unfilled?</p> <p>March - Industrial land - update on Stage 4 proposed at Jindera Industrial Estate - please read and act now if still interested. March - NSW GROW Murray Regional launch - opportunity for you to attend the launch</p> <p>Autumn newsletter currently being compiled and will be released 26 April 2022.</p> <p>Small Business Month 2022 held March 2022. \$2,500 successful grant utilised to hold event and attract high quality guest speaker, digital expert Emily Doig. Collaborated with Business Connect (BEC) team to deliver. Business After Hours held on 30 and 31 March 2022 at Jindera Museum and The Ten Mile, Holbrook. Attendance Jindera – 18 registrations Attendance Holbrook – 30 registrations (fully booked)</p>
<p>Business Database</p>	<p>Promote the shire internally and externally</p>	<ul style="list-style-type: none"> • Business database 591 listings (95% data integrity) used to email e – newsletter, business training courses, important Council news. • The database forms the basis of the Buy Local Business Directory.
<p>Industrial Land developments in Greater Hume</p>	<p>To offer industrial land ‘development ready’</p>	<p>Jindera Industrial Estate – all 7 allotments Stage 3 under offer. Awaiting title registrations. Holbrook Industrial Estate – all 4 allotments Stage 3 under offer. Awaiting title registrations.</p> <p>Jindera Industrial Estate – Stage 4 project. Council has made application for grant funding of \$1.8M under Building Better Regions funding (awaiting) to progress the next 26 lot subdivision. Detailed design completed.</p>
<p>Residential Land Jacob Wenke Dr Subdivision - Walla Walla</p>	<p>To offer residential land ‘development ready’</p>	<p>Seven lot subdivision on Jacob Wenke Dr, Walla Walla – all lots sold. Planning for next stage is progressing. Enquiries for residential land at Walla Walla being received on a regular basis, list being maintained.</p>

Culcairn Residential Estate project		Council has purchased 15ha englobo for future residential development at Culcairn. Council made application for low interest funding under the NSW Department of Planning, Industry and Environment Low Cost Loans Initiative Round 3 and was successful. Potential yield will be 80 to 90 lots.
Henty New Residential Estate		Council has recently approved 43 lot subdivision at Yankee Crossing Road, Henty. Project to be staged, allotments approximately 1,000 SQM.
Camden Forest Holbrook Proposed New Residential Estate		Officer has managed the EOI appointment of real estate agency to market Camden Forest land parcel on eastern boundary of Holbrook township, some of the 51,815 SQM is subject to flooding, but 3 HA is developable land. At March 2022 meeting, Council has accepted an offer to subdivide and develop a housing estate on the land.
Disposal of other surplus property		Officer has also managed the EOI appointment of real estate agency to market several properties. Former Brocklesby Hotel property Residential property at 65 Peel St, Holbrook Vacant residential allotment at 48 Wilson St Holbrook
Ensure access to reliable high speed telecommunication services	Reliable internet and mobile phone coverage essential for businesses to establish and grow	NBN Co Limited (nbn) investigating a Jindera Fibre to Premises Conversion – to prepare a build quote in readiness for potential grant submission to the nbn Regional Co-Investment grant fund to accelerate network investment in that location. Build quote supplied. Officer involved in researching and providing supporting evidence for grant application.
Buy Local in Greater Hume initiative	Develop a public campaign which highlights Council working for the shire as a whole	Buy Local in Greater Hume Facebook Page has 525 followers.
Resident Attraction Initiatives		Residents Guide – updated December 2021 #movetogreaterhume hashtag invented, and placed on 23 town/entrance signs New skin placed on outdoor supersite sign highlighting the median house price of Greater Hume region and the new hashtag. Installed 28 September Update webpage copy for #movetogreaterhume on 2 October 2021. Council has identified over 340 parcels of vacant residential land in the shire, and has written to these landowners highlighting the current property market trends across the LGA. Council awareness campaign to encourage owners of vacant residential land to develop or place the allotment on the market for sale.
Refugee Resettlement Pilot Program	The NSW Government's Growing Regions of Welcome (NSW GROW) is a three-year program that works with local communities to attract migrants and refugees to resettle in regional NSW regions of Murray and Riverina.	Officer is a member of the NSW Growing Regions of Welcome Murray Taskforce. Multicultural NSW will launch the 3-year NSW GROW pilot program in June 2022 at Kotzur Walla Walla. The Western Sydney hub for enquiries has opened.

Welcoming Cities Research Project	As part of NSW GROW, Welcoming Australia is coordinating a research project in Greater Hume that will support our communities to better understand how ready they are to welcome people from migrant and refugee backgrounds.	Council received \$10,000 funding to undertake the research project. Local Facilitator commenced mid-January, research completed in March. <i>Read the full report in this agenda.</i>
Country Change (RDA Riverina)	Initiative to encourage city dwellers to consider moving to the Riverina region of NSW	Greater Hume feature month January 2022. Five new 'Welcome To town tours' were produced and ran during the promotion. https://www.youtube.com/channel/UCgkskFs0wJkQQdL4fGKOUug/videos
RDA Riverina Jobs Riverina		Jobs Riverina portal is an initiative of RDA Riverina. Council is active in posting all positions vacant to this free portal and encouraging businesses in the shire to post any job vacancies to the portal through the Business Newsletter and email alerts.
(RivJO Critical Events Co-ordination Committee)	Economic Development Coordinator is a member of this group	Last zoom meeting held August 2021, meeting in recent quarter postponed.
Bush Fire Recovery	Sam McPaul Memorial Rest Stop Project	Officer working with working group during the quarter to complete the project and organise the official opening. The official opening of the rest stop was held on 12 March 2022 on site at River Rd, near Jingellic.
Major Infrastructure Projects - Industry Capability Network	Inland Rail Transgrid Victoria NSW Interconnector Project Jindera Solar Farm – consent issued Walla Walla Solar Farm – consent issued. Culcairn Solar Farm – consent issued	Large infrastructure projects will create demand for trained workforce and project managers. Need is to educate trade skilled workforce of the opportunities and the training needs which needs to be occurring in the next 2 to 3 year window. Economic flow on from construction phase of major projects.
National Economic Development Conference Day 1 (virtual attendance) Murray Riverina Economic Development Group	<p>National Economic Development Conference Thurs 14 October 2021</p> <p>ED Coordinator attended Day 1 (virtual) at AlburyCity. The Economic Development team at Albury City Council invited economic development officers from the region to join together and watch the virtual conference and was attended by officers from Federation, Wagga Wagga, Wodonga, Greater Hume, Lockhart and AlburyCity Councils.</p> <p>The topic of the conference Day 1 focused on the circular economy including the role of the circular bioeconomy in regional transformation and diversification, creating the next economy, and circular metrics.</p> <p>Other presentations included how councils engage communities about the circular economy, and the need to normalize the topic and councils to step towards an aspirational commitment.</p> <p>One important suggestion was that local government could consider circular economy in their procurement policies, which would drive the local circular economy marketplace.</p> <p>Economic development officers benefited from the face to face connection on the day, discussions during lunch and breaks in relation to their own Council projects and challenges.</p> <p>Following Jo Hewitt, Team Leader Economic Development AlburyCity has put forward a suggestion that ED officers have shared interests and has suggested that officers form a Murray Riverina Economic Development Group which could meet twice a year. The format proposed is an ongoing</p>	

	meeting schedule of two half days (with an overnight stay in between) on a biannual basis – e.g. April and October, venue to be rotated between the member councils.
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GREATER HUME SHIRE COUNCIL

Schedule of the Director Corporate Community Services' Schedule of Information to Council Meeting -
Wednesday 20th April, 2022


COMBINED BANK ACCOUNT FOR THE MONTH ENDED 31st March, 2022**CASHBOOK RECONCILIATION**

	General Fund	Trust Fund
General Ledger Cashbook Balance as at 1st March, 2022	-231,117.76	41,452.74
Cashbook Movement as at 31st March, 2022	191,087.75	665.00
Less: Term Deposits included in Cashbook Balance (Trust only)	0.00	0.00
General Ledger Cashbook Balance as at 31st March, 2022	<u>-40,030.01</u>	<u>42,117.74</u>

BANK STATEMENT RECONCILIATION

Bank Statement Balance as at 31st March, 2022	NAB	\$0.00	42,117.74
	Hume	\$8,323.48	
	Bendigo	\$164.75	
	WAW	\$0.00	
	Total	<u>8,488.23</u>	<u>42,117.74</u>
(LESS) Unpresented Cheques as at 31st March, 2022		-62,100.67	0.00
(LESS) Unpresented EFT Payments as at 31st March, 2022			0.00
PLUS Outstanding Deposits as at 31st March, 2022		13,582.43	0.00
PLUS / (LESS) Unmatched Cashbook Transactions 31st March, 2022			0.00
Cashbook Balance as at 31st March, 2022		<u>-40,030.01</u>	<u>42,117.74</u>

I certify that all of Council's surplus funds have been invested in accordance with the Act, the regulations and Council's investment policies and that all cheques drawn have been checked and are fully supported by vouchers and invoices and have been certified for payment.


 Responsible Accounting Officer
 1 April 2022

This is page no.1 of Schedule No.1 of the Director Corporate & Community Services' Schedule of Information to Ordinary Council Meeting held on 20th April, 2022

GENERAL MANAGER

MAYOR



Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
DA/2021/231	Applicant: M Galvin 6 Durakar CL JINDERA Lot: 1 DP: 1203870	New Shed	\$35,000	2/11/2021	Approved	127	0	127
DA/2021/232	Applicant: C E Cronin 1 Stirbeck ST HOLBROOK Lot: 13 Sec: J DP: 4843	New Shed	\$15,000	3/11/2021	Approved	26	122	26
DA/2021/258	Applicant: AGnVET Services 10 Bond ST HOLBROOK Lot: 114 DP: 753340	Alterations & Additions to Commercial Building	\$106,700	16/12/2021	Approved	84	0	84
DA/2021/259	Applicant: Critos Construction & Rigging 19 Balfour ST CULCAIRN Lot: 3 DP: 341592	New Shed	\$30,957	17/12/2021	Approved	34	43	34
DA/2021/266	Applicant: Henty Machinery Field Day 22 Lubkes RD HENTY Lot: 178 DP: 822909 Lot: 179 DP: 823342	Mod to DA 39/1996 - Increase numbers at event & Temporary Camping site	\$0	24/12/2021	Approved	83	0	83
DA/2022/10	Applicant: Habitat Planning 2-4 Hopetoun ST CULCAIRN Lot: 11 Sec: 24 DP: 9695 Lot: 1 Sec: 24 DP: 6027	2 Lot Resubdivision	\$0	17/01/2022	Approved	64	0	64
DA/2022/12	Applicant: Critos Construction & Rigging 54 Coogera CCT JINDERA Lot: 715 DP: 1202940	New Shed	\$36,860	19/01/2022	Approved	15	51	15

Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
DA/2022/16	Applicant: KDC Pty Ltd 35-37 Balfour ST CULCAIRN Lot: 2 DP: 809905	Replacement Signage	\$55,000	25/01/2022	Approved	51	0	51
DA/2022/20	Applicant: J W Stewart 80 Goulburn ST JINDERA Lot: 2612 DP: 708334	New Dwelling - Dual Occupancy and Shed	\$242,000	28/01/2022	Approved – Councillors	14	34	14
DA/2022/21	Applicant: Eslers Land Consulting Blight Road East JINDERA Lot: 1 DP: 753342 Lot: 2 DP: 753342	Boundary Adjustment	\$0	1/02/2022	Approved	49	0	49
DA/2022/22	Applicant: Habitat Planning 186 Urana ST JINDERA Lot: 286 DP: 753345	8 New Dwellings Demolition Dwelling & Shed & Community Title Subdivision	\$2,398,000	24/01/2022	Approved	44	16	44
DA/2022/23	Applicant: Eslers Land Consulting 8 Bruce ST HOLBROOK Lot: 2 DP: 1272560	2 Lot Subdivision	\$0	2/02/2022	Approved – Councillors	43	0	43
DA/2022/25	Applicant: J J Heaphy 12 Kirndeen ST CULCAIRN Lot: 12 Sec: 9 DP: 5886	New Swimming Pool	\$20,000	7/02/2022	Approved	23	0	23
DA/2022/26	Applicant: A J Atherton 27 Webb ST HOLBROOK Lot: 1 DP: 301855	New Shed	\$35,000	7/02/2022	Approved	33	5	33
DA/2022/27	Applicant: Gilchrist Property Group Pty Ltd 25 Stockwell DR JINDERA Lot: 28 DP: 1063377	New Warehouses	\$550,000	7/02/2022	Approved	23	0	23



Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
DA/2022/28	Applicant: Shed Boss 156 Huon ST GEROGERY WEST Lot: 19 DP: 1130624	New Shed & Skillion	\$100,299	9/02/2022	Approved	22	0	22
DA/2022/29	Applicant: Ten Mile Engineering 51 Malabar RD HOLBROOK Lot: 108 DP: 791516	New Shed & Skillion	\$75,000	10/02/2022	Approved	22	0	22
DA/2022/30	Applicant: Macjac Sheds 128 Pioneer DR JINDERA Lot: 35 DP: 250336	New Shed and Fence	\$16,115	11/02/2022	Approved	33	0	33
DA/2022/31	Applicant: M J Willis 9 Graham ST HENTY Lot: 12 DP: 12486	Dwelling Alterations & Additions	\$44,136	15/02/2022	Approved – Councillors	30	0	30
DA/2022/32	Applicant: Edm Group 25-27 Thorpe ST HOLBROOK Lot: 20 DP: 4045 Lot: 15 DP: 4045	Boundary Adjustment	\$0	15/02/2022	Approved	35	0	35
DA/2022/33	Applicant: Macjac Sheds 58 Peel ST HOLBROOK Lot: 4 Sec: 35 DP: 758522	New Shed	\$26,073	21/02/2022	Approved	24	0	24
DA/2022/34	Applicant: Shed Boss 109 Huon ST JINDERA Lot: 25 DP: 1118420	New Shed & Patio	\$53,801	23/02/2022	Approved	22	0	22
DA/2022/35	Applicant: S L Chalker	New Shed & Skillion	\$19,800	23/02/2022	Approved	22	0	22



Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
	23 Third ST HENTY Lot: 159 DP: 12560							
DA/2022/37	Applicant: A S McDonald Hume HWY TABLE TOP Lot: 2 DP: 1273828	Building Demolition	\$15,000	24/02/2022	Approved	13	0	13
DA/2022/38	Applicant: J G McDonald 15 Ribery CT JINDERA Lot: 708 DP: 1202940	New Shed	\$46,170	25/02/2022	Approved	22	0	22
DA/2022/39	Applicant: R Bhasin 14 Bardwell ST HOLBROOK Lot: 3 Sec: B DP: 4512	New Dwelling and Garage	\$350,000	28/02/2022	Approved	29	0	29
DA/2022/41	Applicant: RiverPark Constructions 92 Racecourse RD HOLBROOK Lot: 109 DP: 753340	New Amenities Building	\$35,000	4/03/2022	Approved	27	0	27
CDC/2021/72	Applicant: L R Heanes 35 Lyne ST HENTY Lot: 2 Sec: 5 DP: 758514	New Swimming Pool	\$44,075	14/12/2021	Approved	9	71	9
CDC/2021/73	Applicant: R F Lennon 63 Coppabella RD YARARA Lot: 1495 DP: 1129147	New Swimming Pool	\$51,440	14/12/2021	Approved	93	0	93
CDC/2022/11	Applicant: M R White 15 Edward ST WOOMARGAMA Lot: 7 Sec: 16 DP: 759118	New Shed	\$15,000	18/02/2022	Approved			
CDC/2022/13	Applicant: Shed Boss	New Shed	\$37,490	2/03/2022	Approved	21	0	21

Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
81 Hawthorn RD JINDERA Lot: 1 DP: 1164647								
CDC/2022/14	Applicant: Hadar Homes 12 Carroll AVE JINDERA Lot: 97 DP: 1266634	New Dwelling and Garage	\$299,558	25/03/2022	Approved – Private Certifier	1	0	1
CDC/2022/15								
	Applicant: Farrugia Building 3109 Riverina HWY BUNGOWANNAH Lot: 3 DP: 595161	New Swimming Pool	\$46,994	24/03/2022	Approved – Private Certifier	1	0	1
CDC/2022/16								
	Applicant: G J Gardner Homes Rankin ST HOLBROOK Lot: 13 DP: 1116414	New Dwelling and Garage	\$416,479	28/03/2022	Approved – Private Certifier	1	0	1
CDC/2022/17								
	Applicant: G J Howe 116 Drumwood RD JINDERA Lot: 104 DP: 1225240	New Swimming Pool	\$37,850	29/03/2022	Approved – Private Certifier	1	0	1

Report Totals & Averages

Total Number of Applications : 35
Total Estimated Cost : 5,254,797.00

Average Elapsed Calendar Days: 43.62
Average Calendar Stop Days: 10.06
Average Adjusted Calendar Days: 33.56

Total Elapsed Calendar Days: 1483.00
Total Calendar Stop Days: 342.00
Total Adjusted Calendar Days: 1141.00

Director Environment & Planning
Greater Hume Shire Council

Business Meeting 10/01/2022

Present: Bob Ellwood, Vicki Schuur, Rita Bowler, Marilyn & Graham Perritt.

Apologies: Stephen Lum, John Simpson, Phone Bull, Sam Pincott.

Business Discussed:

Christmas Markets: Very successful, including food outlets.
Letter of thanks, Santa
Thankyou to John Simpson and Sara King for organising publicity.
Need to be mindful of not missing any businesses, although a longer lead
up will help.
Written in next Holbrook Happenings.

Red Bows: Vicki and Co. helped Rotary put these up. Christmas lights in main street
looked great.

Fiona Slade: Willing to help with Masterplan.

Next meeting will include Lea Parker and Margaret Killalea.

Culcairn-Holbrook Rail trail: Graham to investigate ownership of track.

Summary of local events: 10th Dec -Battle of the Border: carriage driving
28-29th April - Nat. Limousine Show and Sale at Sporting complex
20-22nd May - Holbrook Working Dog trail and auction
-Triathlon

Next Meeting 7th Feb. Meeting finished 6.55pm

Business & Community Forum

Meeting on the 7th March at 6.15pm at The Riverina Hotel.

Attendance: Kayleen Laffen, Marilyn & Graham Verritt, Vicki Schuur, Gail Chenoweth, Elizabeth McLean, Rita Bowler.

Apologies: Stephen Lum, Bob Ellwood.

Previous Minutes: Read. Graham/Marilyn.

Business Arising: Letter of thanks written to Santa and his Helper, together with some scratches.

Vicki reported on the presentation from Fiona Sale. Excellent & concise. Vicki, Rita, Marilyn, Phoebe Bull, Marg Killalea, Lea Parker & Greg Black attended. Phoebe to write letter immediately to council requesting an allocation of funding in the Council's 2022/23 Budget. This funding being to produce a Masterplan for the main street. Phoebe was also to request time to speak during the open form at this meeting.

General discussion re: developments happening around town.

Kaylene spoke about the street appearance of Pambula. They had sponsorship to produce decorative flags and logo bags for the business to display and sell. Vicki and Kaylene to approach Bendigo Bank.

Display to be organised by Vicki and students from St pats to decorate horse shoes.

Festival of Small Halls.

'Chef & Chandelier' Long lunch.

Pinot & Picasso on the 29th April. At Hello Maude

Stickers.

Holbrook Halfway Dance. Dancing at the Shire Hall Friday 24th June to Sunday 26th June.

Planner for dates.

Meeting ended 7.25pm.

HENTY COMMUNITY DEVELOPMENT COMMITTEE ANNEXURE 17 MEETING AGENDA 31/01/2022

Meeting Opened: 6.30PM

Present: Yvonne Booth, Daphnie Hannam, Neil Meyer, Steph Bedggood, Tayla Roulston, Graham Klemke , Dennis Kane, Kellie Penfold (Guest)

Apologies: Annette Schilg, Garry Small
Moved: Steph Bedggood Seconded: Yvonne Booth

Minutes of the last Meeting: 29-11-2021

Moved: Steph Bedggood Seconded: Tayla Roulston

Business Arising: Carried to GB

Treasurers Report: Steph Bedggood

Attached Report. Closing Balance: \$263.93

Bills to pay: Yvonne Booth \$160.

HCDC Letter to GHS re- more funding \$250.00

Moved: Steph Bedggood, Seconded: Graham Klemke

Correspondence:

IN: Emails have been continually forwarded during the month

- Greater Hume Council Minutes distributed as received
- "Whats On" distributed as received.
- Kellie Penfold- Wetlands Project.
- Response GHS re- Service Centre Application (Summary- Council has requested further information from applicant and matter to be heard at February council meeting.
- Promotional Opportunity-Kerrie Wise email. 17/01/2022

OUT:

- Letter GHS re – Funds 30/11/2021.
- Letter Greg Blackie Re- June Bahr Letter. 30/11/2021
- Letter to June Bahr with copy of letter – council response.

Greater Hume Shire Council Report:

Text from Annette Schilg read.

1/ Off the Leash area Smith Street: **No Changes.**

2/ Facebook' page... an ongoing project. Community Opportunity Log

Update: 1200 posts, 60 visits, 296 likes.

Xmas decoration contest. Discussion: Group needs to work on better marketing next year. Possible Bus to take residents around to view lights and then vote.

3/ Sign Railway Parade

4/ PROJECT: Cleanup Railway yard beside Dales Funeral Service and South side of Sladen Street

UPDATE:

BIG IDEAS

5/ *Welcome Packs* – Discussion re content- Approach retailers/businesses to provide vouchers etc., Information packs

UPDATE; Yvonne Booth

3 Packs Distributed.

6/ Greater Hume Shire Australia day Citizen of the Year 2022.

Event of the year: Book Launch “Yvonne Booth”

Nominated; Neil Meyer, Seconded: Steph Bedggood

Citizen of the Year: Russ Davies

Nominated; Yvonne Booth, Seconded: Daphnie Hannam

Junior Citizen of the Year: Jessica Toogood

Nominated; Dennis Kane Seconded: Steph Bedggood

REPORT:

Yvonne's book launch won.

Jessica Toogood joint winner.

Russel Davies thanked HCDC for Nomination.

Naomi Toogood also thanked HCDC for nomination.

Discussion: 2023 Possible more formal interview process by HCDC.

Prepare nominations earlier and invite nominee's to HCDC meeting.

Prepare application with nominee to ensure nothing is missed off their resume.

7/ ANZAC Day ceremony 2022 Discussion re possibly HCDC involvement

Approached Louisa Heycox. Henty to likely to join The Rock chapter.

Discussed HCDC assisting with BBQ on ANZAC day in the park.

BB have indicated they will consider sponsoring BBQ

8/Henty Museum Project –

- *Next meeting 1st Feb 2022.,*

9/ Doodle Cooma Swamp Wetlands Project Presentation – Kellie Penfold. Kellie presented Swamp Wetlands project initiated by Landcare. 2 stages: Firstly, put up signage for the swamp etc.

Secondly to build a walking raised platform.

4km in length

Display indigenous history

Possible location along Sandbank Road.

Use can be Walking and bike track

Over 100 species of birds

Funding with Govt Grants-Environmental – Input from Justin Clancy

HCDC indicated to Kellie they were 100% behind the project and would assist in any way possible.

10/ Promotional Opportunity “There’s Plenty in Henty” Discussion- HCDC not considering.

11/ “Hello Henty” Henty Machinery Field Days Event. In mid-December DK & John Ellis (Bendigo Bank Chair) attended a meeting with Belinda Anderson (Field days CEO) and gave support to event and then a Market Day in Bi-Centennial Park on the day following the field day event. (Sunday morning). Field day were excited re HCDC interest, and an agreement was reached to work together. Unfortunately, during Covid restrictions the Hello Henty event had to be cancelled in mid-January. Belinda sent an email to HCDC indicating sadly event has to be cancelled. DK sent reply which indicated the HCDC was fully supportive of anything the Field days decided to hold in the future and would like to be involved in any future projects.

12/ Discussion on Greater Hume Bins for Sladen Street.

HCDC recommended bins to be the same Green colour of the light posts in the main street. If cut outs on sign need to be coloured use cream colour as cream pavers.

FROM THE FLOOR: Discussion Supportive of Avondale Place project.

Late Xmas Party: Party at DK February

Next Meeting: Friday 25th February 2022 Meeting 6.00pm, BBQ 7.00pm

Members to bring a salad or sweet.

Meeting Closed: _____