

Lawyers

Conveyancers

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10. 2021 - 213.1

"Helping Goals Become Reality"

Reply to:

ALBURY

Our Ref:

DGS:KB:372172

Your Ref:

3 February 2023

The General Manager Greater Hume Shire Council PO Box 99 HOLBROOK NSW 2644

Dear Sir/Madam

RE: Daryl Anthony Mark Lawson Property: Lot 9 of Section 10 on DP5523

We have been consulted by Mr Lawson who is the registered proprietor of the property known as 11 Victoria Street Culcairn.

On our instructions the owner of the property adjoining our client's property on its Eastern boundary, being the Lot abovementioned, has caused to be erected on Lot 9 a portable dwelling house. Prior to the placement of that dwelling house, Mr Lawson had been notified, and given his consent, to a Development Application proposing the placement of the portable dwelling house on the Southern portion of Lot 9. We are now instructed that the dwelling house has in fact been erected on the Northern portion of Lot 9 within close proximity to the common boundary fence between our client's property and Lot 9.

Our client strongly objects to the present placement of the dwelling house which is not only contrary to the Development Consent which we understand has been issued but adversely affects our client's enjoyment of his own property.

We ask that Council take the necessary steps to cause the portable dwelling house to be reallocated to the position and on the site originally approved.

Your confirmation in that connection would be very much appreciated.

Yours faithfully

SKINNER & ASSOCIATES

Per:

David & Skinner

d.skinner@skinner.com.au

3 FEB 2023

Culcairn Office 24 Balfour Street Culcairn NSW 2660 PO Box 16

DX 5805 Albury

Project Name	Holbrook Structure Plan - Stakeholder Engagement Plan
Project Team	Colin Kane, Director Environment & Planning
	Rebecca Marks, Team Leader Assets
	Marg Killalea (Engagement)
Engagement Plan	Director Environment & Planning - Colin Kane (DEP)
Authors	Economic Development Coordinator - Marg Killalea (EDC)
Date of Plan	6 March 2023
Project Number	SP 2023.1
Work Order	
Project Overview	Council will prepare a structure plan for the township of Holbrook which will determine a plan for the orderly growth of Holbrook for the next 20 years. The plan will investigate the need for various forms of residential development (standard residential allotments, larger lot residential allotments and rural residential allotments), capacity to provide additional industrial land and determine the optimal configuration for commercial land. A footprint (map) has been proposed for the study area.
Project Objectives	 The Holbrook Structure Plan will: Identify landowners within the defined footprint of the study who are willing to consider rezoning land. Note: The plan will also consider suitable land even if the current landowner has not requested their land to be considered Engage key stakeholders to consult with them and develop a framework to guide actions for future development Deliver a strategy document which will guide the orderly growth of Holbrook for next 20 years that identifies distinct zonings.
Stakeholder Engagement Objective	 Create awareness and community interest in the study Hear a range of stakeholder views and aspirations for future rezonings Use a range of engagement techniques to gather a range of ideas to inform the development of the strategy Seek feedback on the draft Holbrook Structure Plan.
Stakeholders	 Engagement will be designed to gather input from the following stakeholder groups: 1. Landowners, business owners and tenants 2. Government representatives – NSW Departments – Crown Lands, LLS, Planning, Greater Hume Councillors 3. Infrastructure – Riverina Water, Greater Hume Council (sewerage services), Essential Energy, APA (Natural Gas), NBN 4. Groups: Local indigenous groups, Holbrook District Business and Community Group, local real estate agents 5. Investors and property developers.

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Stages and expected timeline	1 – Background Research and Review	February/March 2023	
(engagement opportunity)	2 – Consultation Phase 1 Expressions of Interest close to submit land for consideration for the Holbrook Structure Plan	20 March – 5 May 2023	
(engagement opportunity)	3 - Issues and Opportunities Analysis	May – June 2023	
	4 - Preparation of Draft Strategy	July – August 2023	
	5 - Report to Council to present the draft plan to seek endorsement for exhibition	Prepared by 7 September 2023 September Council meeting	
(engagement opportunity)	6 - Consultation Phase 2 – Public Exhibition	25 September to 3 November 2023	
	7 – Report to Council following review of feedback from Consultation Phase 2 and final report presented to Council for adoption	Prepared by 8 December 2023 December Council meeting	
Level of Engagement (IAP2 Spectrum)	Stage 2 – consult Raise awareness of the project with community and specific stakeholder groups Inform internal customer service staff of the project and where to direct any enquiries Interested landowner parties submit land and agree for Council to specifically investigate the development potential of their landholding identified within the study footprint Stage 3 – Involve Impacted stakeholders (landholders and other key stakeholders) be given the opportunity to provide feedback. This stage will seek feedback and hear any concerns people may have about the proposed zoning.		
Stage 6 – Consult After feedback from Stage 2, a draft Holbrook Structure Plan will finalised, and Council will consult with the community through the Public Exhibition process. This process will check the Draft Holbrook Land Use Strategy ha accurately captured and reflected stakeholder views, and allow opportunity for further feedback and input.		with the community through the Holbrook Land Use Strategy has stakeholder views, and allow	
	Stage 4 – Inform If formally adopted by Council, the that the Holbrook Structure Plan h		

Media Interest	Some media interest is anticipated.
	Council officers should: Proactively provide media releases promoting the project objectives
	Monitor and respond to requests for comments
	A project risk is low engagement and limited feedback.
Budget	Consultation costs such as venue hire, catering costs Newspaper advert
	Two-sided colour A4 flyer for insert to Holbrook Happenings March issue
	Postage, if email addresses are not available Creating physical maps and displays for public exhibition of the draft strategy (place in Holbrook Library and take to community consultation session(s))
	Desk top publishing to produce an informative and effective Holbrook Structure Plan document
Evaluation	Number of people registering interest in the project, Have Your Say submissions received
	Number of post-it-note informal responses Number of landowners submitting land parcels for investigation
	Number of media articles
	Number of formal submissions received
Approval	Number of participates in forums/drop in session Stakeholder Engagement Plan approved by:
Approval	Ctanonicaes Engagement Flam approved by:
	General Manager xx month year

Techniques and Deliverables	Estimated Dates for Delivery
Engagement NSW Planning – getting the lead about removing the RU5 blanket zoning across Holbrook and refinement potentially to targeted zones.	DEP – February 2023
Request a list of email addresses of ratepayers within the defined footprint in readiness for e-comms via email to landowners. This communication should reinforce that Council is looking for owners of land to put their land forward for investigation for potential rezone. Also a list of mailing addresses to be supplied for those ratepayers who have not provided email addresses within the footprint.	Finance staff to supply by 13 March 2023

Write an information report to Council,	DEP - Report to March Council meeting
outlining the project and including the Stakeholder Engagement Plan	
Article and info supplied/written for website Have Your Say portal developed and open on website	EDC - Prepared prior and page created by 16 March 2023
Website updated at milestone stages so content is current to the project stage	Website team - Ongoing during life of project
Media Release prepared, approved to support awareness of the study, suggest quote by General Manager, Director Planning to be included	DEP/EDC - Prepared and approved. Release 20 March 2023
Write correspondence email and written (mailed) correspondence to landholders in the study footprint	DEP/EDC - 15 March 2023
Email correspondence sent to email addresses within the footprint	EDC - Email Issued BLIND cc 20 March Hard copies posted 20 March
Social media posts prepared	16 March 2023
Flyer double sided colour A4 prepared and approved for March issue of Holbrook Happenings (distribution 1,000)	EDC - Creative prepared by 7 March 2023 Approved for printing 1,000 copies Inserted into newsletter (cost \$100)
Article written and supplied for GH Staff News	EDC - Deadline 9 March, released 17 March to all Cstaff
Meet with Holbrook Business group	DEP/EDC - Council officers to meet with Business Group to discuss long term commercial zones potentials for Holbrook, residential zones and industrial zones Meeting dates tba
Meet with local real estate agents	DEP - Council officers to meet with agents and other key stakeholders to discuss long term commercial zones potentials for Holbrook residential zones – industrial zones Meeting date: tba
Consultation with landholders who have put land forward for investigation	DEP - to respond to and liaise with with potential impacted landholder(s) date: tba
Displays for community consultation, may require large format maps to be produced	DEP - to coordinate
Drop In Sessions	DEP – plan date(s) – to view the draft Holbrook Structure Plan
Post It Notes Board at display / drop in session	DEP – EDC - Community can comment informally
Have Your Say Portal	Website - Community can comment, or make submission formally to Council
Graphic artist may be engaged to draft final Plan	TBA - High level, high standard document produced

MODUS PROPOSAL MA6278-A



VP341636 | Burrumbuttock Recreation Ground

YARRA-CUSTOM BUILDING



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	How we make it easy

How we make it easy

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THE MODUS DIFFERENCE

We make it easy for you to deliver great looking and functional public toilet buildings. Partnering with Modus ensures a hassle-free project from forward planning to cutting the ribbon.

Here's how we do it:



It's not always easy to know what you need from your toilet building.

From the number of cubicles required, to best floorplan layout and building style for the open space, or even just what will fit your budget – there's plenty of things to consider. Our project consultants are there to help when you're planning your toilet building project.

When it comes to construction, we also have experts on hand to provide technical support and documentation to make this easy too.



PRE-FAB MODULAR FOR FASTEST INSTALL

We do the hard work off-site so your toilet project happens faster, better and at a lower cost.

With our unique pre-fabricated modular design, your building comes delivered in flat-pack panels, which are pre-clad both sides and doors pre-hung. This means construction is fast, accurate and no specialist installation team is required – you can engage a local carpenter to put it up.

Be wary of other systems sold as 'pre-fabricated kit-form' that arrive on site more or less as a bundle of individual materials.



PRE-DESIGNED, ENGINEERED AND COMPLIANT

No need for an endless number of external consultants to design, engineer and ensure compliance of your toilet building.

Our buildings come in a wide range of pre-designed, engineered and access compliant floorplans, available in a range of attractive styles to suit any location.

We can also customise our buildings with different colours, finishes and design enhancements so you can customise it to match the aesthetic of your open space.

INTRODUCTION

Date: 1/3/2023

Attn: Greater Hume Council

Dear Greater Hume Council,

Thank you for your valued enquiry regarding our toilet and amenity solutions. Please see the below proposal for your consideration. We trust it meets with your satisfaction.

YARRA-CUSTOM TOILET BUILDING

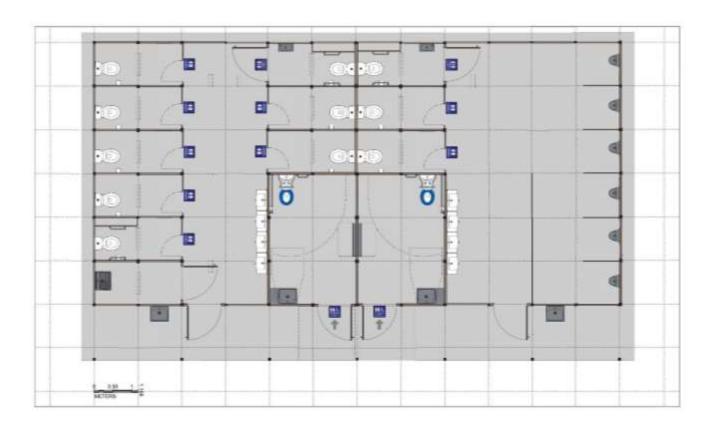
The Yarra Toilet Building distinguishes itself from a standard toilet building with a distinctive skillion style roof line, designed to integrate seamlessly into any environment whilst adding an architectural compliment to its surroundings.



Note 3D renders/photos may not reflect the exact building in this proposal, we can provide an accurate render upon confirmed order.

FLOOR PLAN

YARRA-CUSTOM TOILET BUILDING



Floor plan above may not contain all fixtures and modifications included in this proposal. For accuracy, refer to the Building Fixtures section. An accurate floor plan can be provided upon confirmed order.

SPECIFICATION

YARRA-CUSTOM TOILET BUILDING

ELEMENT	DETAILS
Wall Framing	Proprietary panel system, fully welded steel hot dip galvanized after fabrication
Proprietary Wall Panel System	Pre-clad panels (inside and out) Nutserts fitted to panel sides for bolt together construction on site
External Wall Cladding	Colorbond® Custom Orb sheeting Above Door: Powdercoated aluminium battens
Internal Wall Cladding	Mini-orb sheeting in Zincalume finish
Roof	Custom Orb Sheeting
Door	Solid Core with Colorbond metal skin
Door Hardware	Heavy duty marine grade stainless steel hinges, indicator bolts, door closers (dead locks additional), internal and external pull handles
Door Signage	Tactile Braille blue/white (compliant with AS 1428.1)
Fasteners	Class 3 in painted finish to match building colours
Structural Fixings	Stainless Steel
Structural Engineering Rating	As specified by client
Exposed Steel	Galvanised and powdercoated finish

BUILDING FIXTURES

YARRA-CUSTOM TOILET BUILDING

ITEM	QUANTITY
Porcelain Toilet Pans and Concealed Cistern	13
Large Stainless Steel Wash Hand Basin with Knee Operated Time Flow Tap	4
Porcelain White Vanity Unit on Bench	8
Set of Stainless Steel Grab Rails	5
Stainless Steel Single Toilet Roll Dispenser	13
Stainless Steel Shelf for Universal Cubicle	2
Distribution Enclosure with Main Switch and MCB/RCD	1
LED Batten Light with day/night switch	31
Cleaners Sink	1
Porcelain Individual Wall Mounted Urinals	6
Wall Mounted Baby Change Table (Horizontal)	2

COLOURS



Note: Pricing allows for the above colours from the standard Classic and Contemporary Colorbond® ranges only, additional materials and finishes available upon request

SCOPE OF WORKS

YARRA-CUSTOM TOILET BUILDING

ITEM	BY MODUS	BY OTHERS	N/A
DESIGN + ENGINEERING			
Engineering Drawings	•		
Concrete Specification Plan	•		
Plumbing Pre-Lay Plan	•		
Structural Engineer Sign Off	•		
TOILET BUILDING SUPPLY			
Fabrication, Coating and Pre-assembly of Components	•		
Freight of Kit-Form Building to Site	•		
OTHER ITEMS			
Local Building Permits, Approvals and Fees		•	
Sitework and Installation		•	

^{*}Customer to provide soil classification specific to site, standard engineering limited to following soil types; A, S, M, H1 and H2

INVESTMENT VALUE

YARRA-CUSTOM TOILET BUILDING

ITEM	QUANTITY	VALUE
YARRA-CUSTOM Toilet Building Including Scope and Fixtures as noted	1	\$ 180,674.00
Delivery to Burrumbuttock NSW 2642	1	\$ 16,154.00
Installation of above Yarra-Custom Toilet Building	1	\$ 155,896.00
	TOTAL	\$ 352,724.00 + GST

NOTES

• Delivery allows for items delivered on pallets, mechanical off-loading (forklift) to be provided by client unless specifically allowed for in above pricing

Please note this proposal is provided on a 'commercial in confidence' basis. Publishing in part or full of this proposal in tender documents or the like, without prior approval by Modus, will be considered a breach. If you would like to include specific parts of this in tender documents, please let us know and we will be more than happy to discuss and approve if warranted.

Thank you for the opportunity to provide a proposal on our solution for your needs, if you have any questions please get in touch with me on the details below. We look forward to assisting you further soon.

Best regards,

Sadek Sellami

Project Consultant

M 0416 689 344 P 1300 945 930

E sadek.s@modusaustralia.com.au

PREFERRED SUPPLIER TO LOCAL GOVERNMENT













OPTIONAL EXTRAS

ITEM	VALUE (+GST)
Baby Change Table (horizontal)	\$ 752.00
Deadlocks (per door, pre-fitted) We recommend deadlocks are retrofitted to building after install by your preferred locksmith, if ability to lock doors is required	\$ 325.00
Electronic Locking Programmable (per door, pre-fitted)	POA
Stainless Steel Hand Dryer	\$ 619.00
Stainless Steel 1.2L Vertical Soap Dispenser	\$ 152.00
Stainless Steel Hand Towel Dispenser	\$ 259.00
Stainless Steel Triple Toilet Roll Dispenser Not for use in Disabled Cubicle – non-compliant	\$ 252.00
Stainless Steel Jumbo Toilet Roll Dispenser	\$ 209.00
Stainless Steel Mirror; 600mm W x 1000mm H	\$ 633.00
Light Motion Sensor	\$ 102.00
Lighting Timer	\$ 214.00

EXCLUSIONS / NON-CONFORMANCES

SPECIFICATION REFERENCE	EXCLUSION / NON-CONFORMANCE

Please note general standard exclusions are noted in our terms and conditions.

PROJECTS













TERMS + CONDITIONS

These Trading Terms & Conditions ("Terms") are deemed to be a part of any subcontract or orders for the supply of Goods by Landmark Engineering & Design Pty Ltd (ACN 14 987 095) trading as Modus Australia ('LED') to a Customer from time to time. Acceptance of this proposal will deem acceptance of these conditions by the Customer. Any party who acts as an agent for another party such as the developer, builder or owner, must take all responsibility to accept the conditions of contract and payment of goods, and accept that they have full authority to liaise or negotiate with Modus regarding this agreement.

1 Interpretation

In these terms unless the contrary intention appears:

- "LED" means Landmark Engineering & Design Pty Ltd, ACN 147 987 095, including its trading entity Modus Australia.
- "Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to LED arising out of the sale of the Goods.
- **"Proposal"** means any quotation or written advice of price from LED for its Goods.
- "Customer" means the person to or for whom the Goods are to be supplied by LED.
- "Goods" means the Goods sold to the Customer by LED and includes any services provided by LED to Customer.
- "Intellectual Property Right" means any patent, registered design, patent, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.
- "PPSA" means the Personal Property Securities Act 2009 (Cth).
- "Purchase Price" means the list price for the Goods as charged by LED at the date of delivery or such other price as may be agreed by LED and the Customer prior to delivery of the Goods. Quoted prices are to be treated as estimates only and are subject to withdrawal, correction or alteration at any time before acceptance of the order by LED.

2 Proposals

- 2.1 Proposals from LED for Goods remain valid for 30 days from date of
- 2.2 Unless otherwise stated, prices provided by LED are based on the following (as relevant and unless expressly stated otherwise in the proposal):
 - 2.2.1 Uninterrupted access to the site and location of product to be installed, by heavy vehicles including concrete trucks and Hiab crane trucks;
 - 2.2.2 Security monitoring of products to prevent damage, including concrete during curing period, to be provided by the Customer;
 - 2.2.3 Site fencing and personnel barriers to be provided by the Customer:
 - 2.2.4 Inductions and WHS compliance to be advised prior to attending site, by the Customer;
 - 2.2.5 Surveying of site and location of services to be conducted by the Customer and report provided to LED;
 - 2.2.6 Soil testing for engineering purposes to be conducted by the Customer and report provided to LED, standard engineering limited to following soil types; A, S, M, H1 and H2;

- 2.2.7 All risk for the Goods to transfer to the Customer upon delivery to site;
- 2.3 Unless otherwise stated, prices provided by LED do not include (as relevant and unless expressly stated otherwise in the proposal):
 - 2.3.1 Goods & Services Tax (GST);
 - 2.3.2 Delivery of Goods;
 - 2.3.3 Installation of Goods;
 - 2.3.4 Hard digging and rock breaking;
 - 2.3.5 Site or the Customer's specific induction or compliance requirements.

3 Order for Goods

- 3.1 An order given to LED is binding on LED and the Customer, if:
 - 3.1.1 a written acceptance is signed for or on behalf of LED; or
 - 3.1.2 the Goods are supplied by LED in accordance with the order.
- 3.2 An acceptance of the order by LED is then to be an acceptance of these Terms by LED and the Customer and these Terms will override any conditions contained in the Customer's order. LED reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on LED until accepted by it.
- 3.3 An order which has been accepted in whole or in part by LED cannot be cancelled by the Customer without obtaining the prior written approval of LED, which it may refuse in its absolute discretion.

4 Limitation of Liability

- 4.1 LED liability is limited to, to the extent permissible by law and at LED's option;
 - 4.1.1 in relation to the Goods:
 - 4.1.1.1 the replacement of the Goods or the supply of equivalent goods
 - 4.1.1.2 the repair of the Goods
 - 4.1.1.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - 4.1.1.4 The payment of the cost of having the Goods repaired
 - 4.1.2 Where the Goods are services:
 - 4.1.2.1 the supply of service again; or
 - 4.1.2.2 the payment of the cost of having the services supplied again.
- 4.2 Any claims to be made against LED for short delivery of Goods must be lodged with LED in writing within 7 days of the delivery date.
- 4.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and LED is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

- 4.3.1 any increased costs or expenses;
- 4.3.2 any loss of profit, revenue, business, contracts or anticipated savings;
- 4.3.3 any loss or expense resulting from a claim by a third party; or
- 4.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by LED's failure to complete or delay in completing the order to deliver the Goods.
- 4.3.5 defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by LED) or accident;
- 4.3.6 Any transport, installation, removal, labour or other costs;
- 4.4 The exemption, limitations, terms and conditions in these Terms apply whether the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

5 Delivery

- 5.1 The times quoted for delivery are estimates only and LED accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of LED.
- 5.2 Where the Customer causes delay in delivery, LED may require, at its sole discretion, a storage fee after a period of 14 days. Should a storage fee be required, the Customer will be notified in writing. LED will not be liable for any loss or damage to stored Goods. Storage is at the risk of the Customer.
- 5.3 The Customer, unless by mutual alternate arrangement with LED, is to provide mechanical and/or physical assistance in unloading the Goods at point of delivery.
- 5.4 Risk in accepting the Goods passes on delivery to the Customer.
- 5.5 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 5.6 Return of Goods will not be accepted by LED except by prior agreement in writing with LED. Any Goods returned by written agreement with LED will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

6 Variations

Should there be any variation in details, specification, sizes and quantities, delivery instructions or any other item or matter on which the proposal or invoice is based, LED reserves the right to revise and amend the Purchase Price accordingly. LED requires advice of variation requests from the Customer in writing, which will only be accepted based on LED acceptance in writing. Where variation is accepted by LED, the Customer accepts the resulting change to the Purchase Price and delivery timing.

7 Price and Payment

- 7.1 The Customer must pay the Purchase Price and the Additional Charges to LED in full at the specified terms, whether standard terms or those imposed at the discretion of LED.
- 7.2 Due to made-to-order nature of products, standard terms are 20% deposit prior to commencement of any works/services or manufacture, additional 30% upon completion of manufacture prior to delivery, balance upon delivery or project completion. Progress claims will be made for site works completed during month period. LED may at its discretion, require the Customer to pay in full prior to delivery. Deposit and progress payments are required, even if the Customer has been approved for credit with LED.
- 7.3 Should the Customer cancel an order prior to fulfilment, LED will at its sole discretion determine the costs that are payable by the Customer.
- 7.4 If the Customer is in default, LED may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 7.5 Interest is charged at the rate of 2% per month from the expiry of that period until the date payment is received by LED.

- 7.6 LED does not accept retention monies being held by the Customer, but can provide a bank guarantee in lieu of such upon request
- 7.7 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

8 Intellectual Property

- 8.1 All branding and artwork provided by the Customer is the intellectual property of the Customer. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.
- 8.2 Customer warrants that the use by LED of any intellectual property provided by Customer to LED so that LED may provide the Goods and/or services under these Terms does not infringe any Intellectual Property Rights.
- 8.3 Customer must indemnify and keep indemnified LED against any and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Right of the third part due to LED's use in the production of the Goods of any branding, artwork or other intellectual property provided to LED by Customer.

9 Retention of Title

- 9.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with LED until payment in full for the Goods and all sums due and owing by the Customer to LED on any account has been made. Until the date of payment:
 - 9.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
 - 9.1.2 the Goods are always at the risk of the Customer.
- 9.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
 - 9.2.1 if any payment to LED is not made promptly before the due date for payment;
 - 9.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to LED is dishonoured:
- 9.3 In the event of a default by the Customer, then without prejudice to any other rights which LED may have at law or under this Agreement:
 - 9.3.1 LED or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
 - 9.3.2 LED may recover and resell the Goods;
 - 9.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, LED may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of LED and the Customer may be ascertained. LED must promptly return to the Customer any Goods the property of the Customer and LED is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.
 - 9.3.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for LED. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the LED at the time of the receipt of such proceeds. The Customer will pay LED such funds held in trust upon the demand of LED.
- 9.4 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the LED.

1 PPSA

- 1.1 Defined terms in this clause have the same meaning as given to them in
- 1.2 LED and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the LED to claim:
 - 1.2.1 a Purchase Money Security Interest ("PMSI") in favour of LED over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
 - 1.2.2 a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.
- 1.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.
- 1.4 The Proceeds of sale of the Collateral referred to in clause 1.2.1 falls within the PPSA classification of "Account".
- 1.5 LED and the Customer acknowledge that LED, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.
- 1.6 To the extent permissible at law, the Customer:
 - 1.6.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to LED.
 - 1.6.2 agrees to indemnify LED on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
 - 1.6.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of LED; and
 - 1.6.2.2 enforcement or attempted enforcement of any Security Interest granted to LED by the Customer;
 - 1.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;
 - 1.6.4 agrees to waive its right to do any of the following under the PPSA:
 - 1.6.4.1 receive notice of removal of an Accession under section 95;
 - 1.6.4.2 receive notice of an intention to seize Collateral under section 123;
 - 1.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;
 - 1.6.4.4 receive notice of disposal of Collateral under section 130;
 - 1.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);
 - 1.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
 - 1.6.4.7 receive notice of retention of Collateral under section 135;
 - 1.6.4.8 redeem the Collateral under section 142; and
 - 1.6.4.9 reinstate the Security Agreement under section 143.
 - 1.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

2 No Implied Service

The Customer acknowledges that except as provided by law this Agreement does not entitle the Customer to demand to receive from us any site inspection or service of the Goods supplied, delivered and/or installed, such work to be the subject of a separate agreement if applicable.

3 Regulatory and Government Approvals

Unless specifically stated otherwise, LED is not responsible for building or development application or fees to Council or relevant approvals for installation and use of Goods as may be required by Council or Government Codes. Responsibility to obtain such approvals rests solely with the Customer.

4 On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- 4.1 inform any third party involved of these Terms;
- 4.2 inform any third party of LED's product warranties if any; and
- 4.3 not make any misrepresentations to third parties about the Goods.

5 Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to LED or not), Customer warrants to LED that:

- 5.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- 5.2 Customer has the right to be indemnified out of trust assets;
- 5.3 Customer has the power under the trust deed to enter into this Agreement; and
- 5.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the LED.

6 Clerical Errors

Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance offer, invoice, delivery docket, credit note, specifications of LED shall be subject to correction.

7 Indemnity

To the full extent permitted by law, Customer will indemnify LED and keep LED indemnified from and against any liability and any loss or damage LED may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

8 General

- 8.1 These Terms are to be construed in accordance with the laws from time to time in the State of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- 8.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 8.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 8.4 LED may, at its sole discretion, subcontract or assign its rights and obligations hereunder.
- 8.5 The Customer may not assign its rights and obligations hereunder without the express written permission of LED.

No waiver of any of these Terms or failure to exercise a right or remedy by LED will be considered to imply or constitute a further waiver by LED of the same or any other term, condition, right or remedy.

ACCEPTANCE

Let's do this. Review all details, sign below and send to us so we can get this happening for you.

SU	M	MA	RY

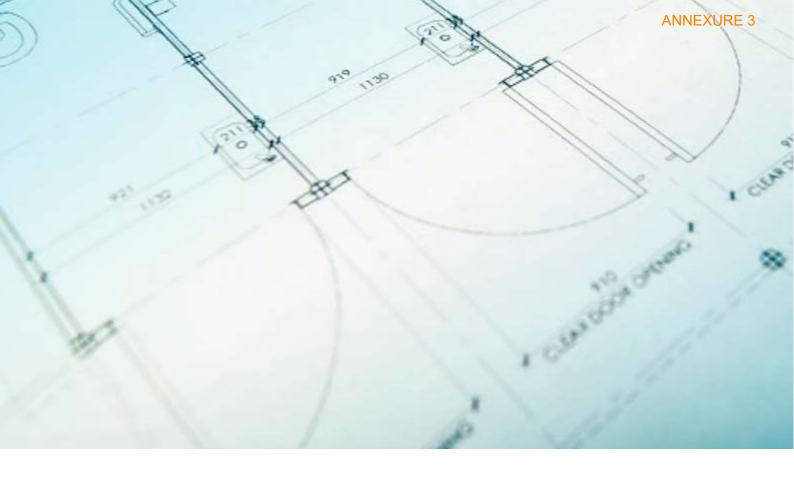
Proposal No.	MA6278-A
Contract Total	\$ 352,724.00 + GST
Scope	As detailed in this proposal

Please note acceptance of this proposal confirms your acceptance of our terms and conditions.

Once we've received your acceptance, we will be in touch to confirm your order and advise any further information required for us to commence your order.

I wish to proceed with this proposal:

Your Name and Title
Company Name
Authorised Signature
Purchase Order / Contract No. (if required)
Date



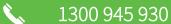
TOILET AMENITY BUILDING PROJECTS MADE EASY

- Design Consultation and project planning assistance
- Documentation Package, including certified engineering drawings, plumbing pre-lay and concrete spec plans
- Prefabricated Modular Building Kit
- Technical Support Team



GOT QUESTIONS?

Get in touch



info@modusaustralia.com.au

modusaustralia.com.au

GREATER HUME SHIRE COUNCIL

Schedule of the Director Corporate Community Services' Schedule of Information to Council Meeting - Wednesday 15th March, 2023.

COMBINED BANK ACCOUNT FOR THE MONTH ENDED 28th February, 2023

CASHBOOK RECONCILIATION

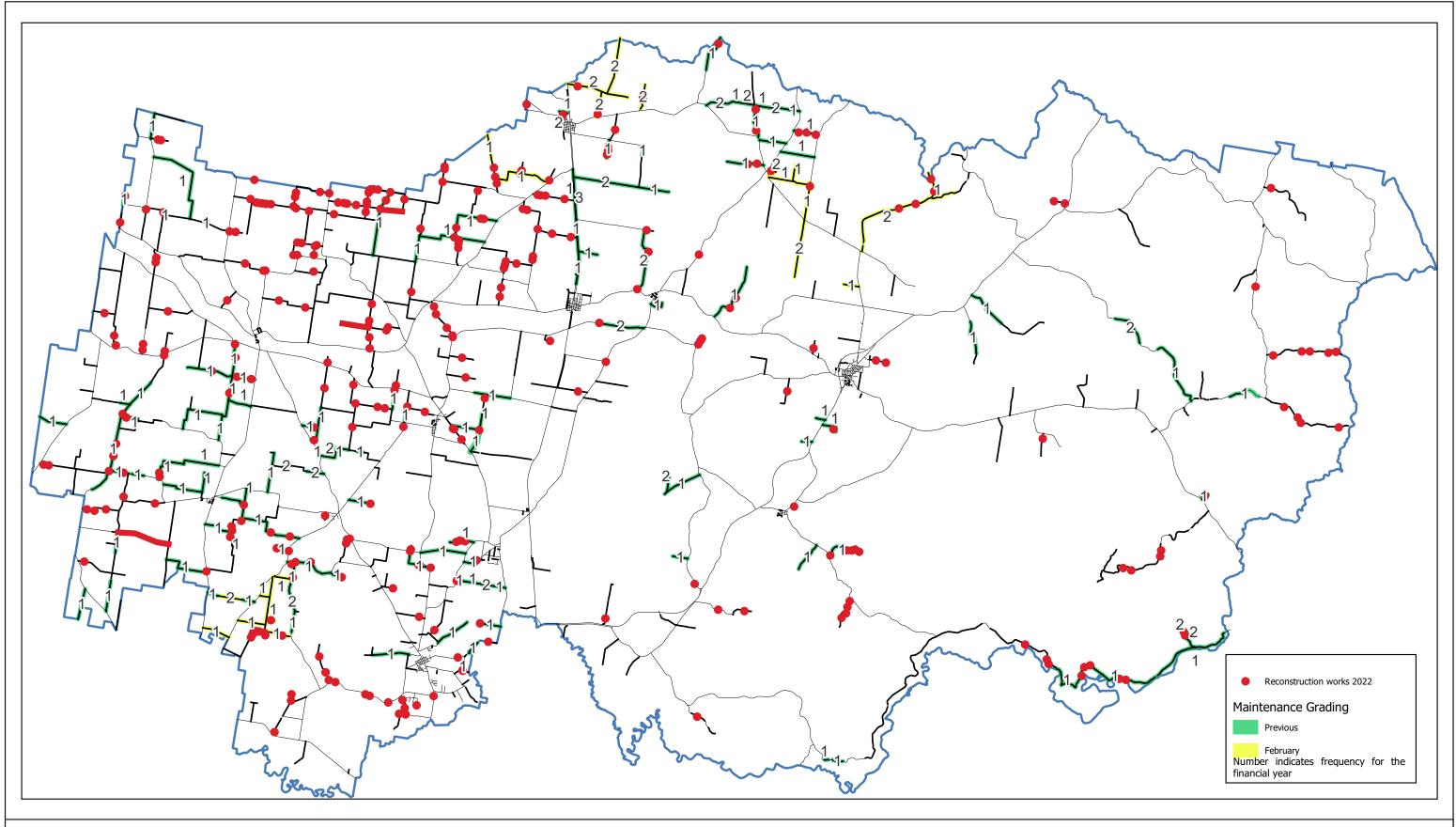
General Ledger Cashbook Balance as at 1st February 2023 Cashbook Movement as at 28th February, 2023 Less: Term Deposits included in Cashbook Balance (Trust only) General Ledger Cashbook Balance as at 28th February, 2023	- -	General Fund 311.90 35,291.12 0.00 35,603.02	Trust Fund 46,922.26 451.40 0.00 47,373.66
BANK STATEMENT RECONCILIATION	N		
Bank Statement Balance as at 28th February, 2023	NAB Hume Bendigc WAW	\$0.00 \$16,478.60 \$5,652.85 \$3,438.95	47,373.66
	Total _	25,570.40	47,373.66
(LESS) Unpresented Cheques as at 28th February, 2023 (LESS) Unpresented EFT Payments as at 28th February, 2023 PLUS Outstanding Deposits as at 28th February, 2023 PLUS / (LESS) Unmatched Cashbook Transactions 28th February, 2023 Cashbook Balance as at 28th February, 2023		-20,412.13 0.00 30,444.75 0.00 35,603.02	0.00 0.00 0.00 0.00 47,373.66

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 March 2023

This is page no.1 of Schedule No.1 of the Director Corporate & Community Services' Schedule of Information to Ordinary
Council Meeting held on 15th March, 2023

GENERAL MANAGER	MAYOR





Greater Hume Local Government Area

Maintenance Grading 2023 - February

0	10	20 km
	-	

Electronic Version is the controlled version. Printed copies are considered	Document Name	Working doc file path	Version Number	Date of Issue	Review Date
uncontrolled. Before using a printed copy verify that it is the current version.	Maintenance grading - February	G:\Projects&Maps\## Maintenance Grading\2022-2023\Maintenance Grading.ggz	1	2023-03-02	2024-03-02

2/03/2023

	1		1	C /	Dete		1									1		$\overline{}$	$\overline{}$
Project No	Lagation	Joh Dogarintian	Ctatus	Crew / Contractor	Date Completed	11	١		0	0-4	Na	D	1	Fala	AA	A			
	Location CONSTRUCTION PROGRAM - Annual	Job Description	Status	Contractor	Completed	Jul	Au	g	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	+	Jun
		ROADS TO RECOVERY	Continuing	Holbrook		+	++	+										+H+	+H
15	Gerogery Road - Gerogery West Brocklesby - Balldale	Reconstruct from Charles St to Boundary Reconstruct 4km to Woodland road	Continuing Commenced	Heavy Maint			+++	\dashv											
16	Ferndale Road - Woomargama	Widen construct and seal first 500m from Tunnel Rd	Commenced	Contractor			111											+	
19	Adams Street - Jindera	Upgrade Drainage (Jindera St to Watson St)		Contractor			\mathbf{H}	\top											
20	Jindera Street - Jindera	Drainage Construction from Dight St to Watson Street		Contractor															
21	Smith Street - Henty	Improve drainage/Pavement from Keightly St for 150m	Completed	Contractor	17/02/2023														
	CONSTRUCTION PROGRAM - URBAN																	$\perp \perp \perp$	
57	Walla Walla - Asphalt Works	Intersection Queen St (Millout and Hotmix)	Deferred	Contractor			\sqcup	\bot										\bot	
	Gerogery Unsealed Roads	Construct and seal - West St, Ivy St, Rose St and Cross St	Completed	Contractor	31/01/2023	+++	++	\dashv										+	
	Jindera Street - Jindera	Construct from Pech Ave to Dight St Construction of Drainage at Intersection of Walla Walla Rd	Deferred	Contractor		+++	++											++	++
58	Walla Walla - Drainage	and Jindera Walla Walla Rd		Contractor															
	REGIONAL ROADS WORKS	BLOCK GRANT																$\perp \! \! \perp \! \! \perp$	
	MAIN ROADS CAPITAL					\bot	\sqcup	\dashv										+	
					 														
_	MD425 Urana Dd	New Cubart under Herra Dallia-Harati Dallia e	-	Contract	 										+++			╅╉╃	++
	MR125 Urana Rd	New Culvert under Urana Rd/Molkentin Rd Intersection		Contractor	<u> </u>			+										+	++-1
	Main Roads (General)	BLOCK GRANT																+	+
	MR 125 Urana Rd				ļ !													+	
	MR125 Urana Rd																	\bot	$\perp \downarrow \downarrow \downarrow$
	MR 125 Urana Rd	Heavy patching areas to be decided		Heavy Maint															
	MR 211 Holbrook Wagga Rd	Heavy patching areas to be decided		Holbrook			ПП												
	MR 331 Jingellic Road	Heavy patching areas awarded to contractor		Contractor			ш												
	MR 331 Jingellic Road	Heavy patching areas to be decided	Commenced	Heavy Maint			\mathbf{H}	\top											
59	MR 331 Jingellic Road (Repair Program)	Widening and Stengthening of Culverts and 1 Bridge	TBD	Contractor			111											+	+
—	MR 331 Walbundrie Jingellic Rd	Heavy patching areas to be decided	1	Heavy Maint		+++	+++	++	+++									+H	+
	MR 370 Howlong Kywong Road	Heavy patching areas to be decided		ricavy ivianit			++	+										+H	+
	<u> </u>			11.0.		+++	++	+											
-	MR 384 Tumbarumba Road	Heavy patching areas to be decided		Holbrook		+++	++												
	MR 547 Walla Jindera Road	Heavy patching areas to be decided		Holbrook			++	+										+	44
-	Main Roads (Resealing)	BLOCK GRANT Start 900m North of Property 3899 for 4km (Walla Rd			<u> </u>	+++	++										H + H	+H	
54	MR125 Urana Road	Intersection) (CH 39850 to CH 43905)	Deferred	Contractor															
55	MR331 Culcairn Holbrook Road	Start Property 1750 to Purtel St Morven (CH 17480 to CH	Deferred	Contractor															
56	MR547 Jindera Walla, Lookout Road	21170) Morgans Rd to Walla Walla Rd (CH 6935 to CH 8520)	Deferred	Contractor		+++	+++	+	+++								+++	+H	+H
56	-		Deterred	Contractor			+++	+										+H+	+H
	STATE ROADS (ORDERED WORKS)	RMCC				+++	++	\dashv										+H	+H
		78 (Olympic Way)					++	\dashv										+	
	, ,	Rehab of Segment - TfNSW has apointed a contractor	23/24	TfNSW		\bot	\sqcup	$\perp \! \! \perp$										\bot	
		Drainage upgrade - TBA by TfNSW		Contractor			Ш											\bot	$\perp \downarrow \downarrow \downarrow$
	Segment 560 Verdale	Drainage upgrade - TBA by TfNSW	23/24	Heavy Maint															
RMCC WC	Segment 65	5 Mates Bridge Major Heavy Patching	Completed	Contractor	24/02/2023														
RMCC WO	Segment 140	Major Heavy Patching	Commenced	Contractor			ПП												
RMCC WC	Segment 160	Major Heavy Patching	Completed	Contractor	10/02/2023		\mathbf{H}												
RMCC WO	Segment 260 (Culcairn Roundabout)	Asphalt Heavy Patching - TBA by TfNSW	Deferred	Contractor				\dashv											
	Various Segments	Heavy Patching	Commenced	Contractor														++++	+
	Various Segments	Heavy Patching	Commenced	Heavy Maint														++++	+
1155 770	Reseals Main Road 78 (Olympic Way)	, . atoming	2011111011000	Trouty Maint	 			+										++++	++
DMCC W		Segment 65	Commonsed	Contractor	 			+								+++	++	+++	+
		Segment 65	Commenced	Contractor				+								+++	++	$+\mathbf{I}$	+
	MR78 Olympic Highway	Segment 470	1	Contractor		+													+
	MR78 Olympic Highway	Segment 480	1	Contractor													\Box	+	$\bot \bot \bot$
RMCC WC	MR78 Olympic Highway	Segment 550		Contractor														\bot	$\perp \! \! \perp \! \! \! \perp \! \! \! \! \! \! \! \! \perp$
	Main Road	284 (Tumba Road)																	
RMCC WC	Various Segments	Heavy Patching - TBA		Contractor														▁▮▮▔	
	Reseals Main Road 284 (Tumba Roadf)																		
P	•																		

				Crew /	Date	1	I		1							ı			\top	\neg
Project No	Location	Job Description	Status	Contractor	Completed	L.	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Мс	ar	Apr	May	J	un
RMCC WO	MR284 Tumbarumba Road	Segment 160		Contractor													\bot \top		Π	
	TRAFFIC FACILITIES	BLOCK GRANT																		
TBA	Regional Roads	Linemarking Various Locations		Contractor																
TBA	Local Roads	Linemarking Various Locations		Contractor																
TBA	Urban Streets	Linemarking Various Locations		Contractor															1	+
	BITUMEN RESEALING PROGRAM - RURAL	COUNCIL RESEAL PROGRAM					111								Н	╅			+	\vdash
22	Brocklesby Gumbargana Road	Cunningham Rd to End of Seal (CH 1720 to CH 3758)		Contractor																
23	Henty Cookadinia Road	3km East of Lubkes to Kreutzbergers Rd (CH 9320 to CH		Contractor																
		12820) 6.7km North of Carabobla Ln, North for 3km (CH 10000 to CH				Н	+++								$H \rightarrow$	+			++	++
24	Morven Cookadinia Rd	13000)	Deferred	Contractor																
25	Burrumbuttock Walla Walla Road		Deferred	Contractor			\bot	$\perp \downarrow \downarrow$	+++						Ш				44	$\perp \perp$
26	Burrumbuttock Brocklesby Road	360m West of Cook Rd to Kywong Howlong Rd CH 10000 - CH 12400)	Deferred	Contractor																
27	Four Corners Road	Full Length Daysdale Rd to Hall Rd (CH 0 - CH 3950)	Deferred	Contractor															+	\Box
28	Henty Walla Road	(00m North of Stolls Rd to Reapers Rd (CH 8550 - CH 12550)		Contractor															1	++
		Full Length from Hume Highway to Shire Boundary (CH 0 -		Contractor			+	+++	+++	+++							+++		+	++
29	Westby Road	CH 11920)	Deferred	Contractor																
30	Rodgers Road West	Full Length (CH 0 - CH 1200)	Deferred	Contractor												Ш				
	BITUMEN SEALING PROGRAM - URBAN	COUNCIL RESEAL PROGRAM															$\perp \perp \perp \top$			
				Contractor												\prod				
				Contractor																
	GRAVEL RE-RESHEETING	COUNCIL RESHEETING PROGRAM																	\top	
31	River Road	Ongoing Program		Maintenance																
32	Observation Board	Riverina Hwy to Methodist Rd (CH 0 - CH 1650 & CH 1980 -	Completed	Contractor	00/40/0000															
33	Chambers Road Yaparra Road	CH 3240) Full Length (CH 0 - CH 1150)	Completed	Contractor	20/10/2022 19/08/2022		+++	+++	+++	+++					\vdash	-	+++		+	+
34	Ferguson Road	Bungowannah Rd to Chambers Rd (CH 0 - CH 1600)	Completed	Contractor	20/10/2022		1 1												++	++
35	Poole Road	, ,	Completed	Contractor	19/08/2022														1	
36	Humphreys Road	Full Length (CH 0 - CH 1970)	Completed	Contractor	19/08/2022														$oldsymbol{\Pi}$	Ш
36	Mayfield Road	Full Length (CH 0 - CH 300)	Completed	Contractor	22/08/2022		+	$\perp \perp \perp$	+++	+++				$\sqcup \sqcup$		\perp	$\perp \perp \perp$	lacksquare	44	$\perp \perp \mid$
36 37	Dight Drive Kreutzbergers Road	Full Length (CH 0 - CH 325) End of Seal to Boundary (CH 3200 - CH 6535)	Completed	Contractor Heavy Maint	16/08/2022 1/09/2022		+++								Н	+H	+++		++	+++
38	Marramook Lane	Full Length (CH 0 - CH 2540)	Completed Completed	Contractor	10/11/2022											+			+	++
39	Munyapia Boundary Road		Completed	Contractor	26/08/2022														+	
40	Munyapla Settlement Road	From Lockhart Road for 3kms (CH0 - CH3000)	Completed	Contractor	26/08/2022															
41	Woodland Road	Brocklesby Balladle Rd for 1km (CH 1510 - CH 2510)		Contractor			$\perp \perp \perp$	$\perp \downarrow \downarrow$	+++	\bot					$\sqcup \sqcup$				₩.	
42 43	Boxwood Park Road Bowlers Road	Full Length (CH 0 - CH 3615) Full Length (CH 0 - CH 1628)	Completed Deferred	Contractor Maintenance	10/11/2022		+++	+++	+++	+++					HH	-H	+++		+	+
	Cambells Road		Deferred	Maintenance															+	++
45	Jobsons Road		Deferred	Maintenance																
46	Beckett Road	<u> </u>	Completed	Contractor	26/08/2022															
47	Luther Road	9 (Deferred	Maintenance	12/00/2022										$\blacksquare + \downarrow$	+	+++		+	+
48 49	Wattlevale Road Fowlers Road	Full Length (CH 0 - CH 2165) Full Length (CH 0 - CH 1960)	Completed Completed	Maintenance Contractor	12/09/2022 8/12/2022										H + H	+	+++	$\blacksquare + + +$	++	++
50	Wilsons Road	Full Length (CH 0 - CH 2276)	Jompioted	Contractor	J. 12/2V22										╅	+	+++	 	++	
	Bridge / Major Culvert	BRIDGE PROGRAM														」	<u> </u>		1	
51	Jingellic Road - Access Road King Parrot Creek	Install Low Level Bridge/Causeway		Contractor											Щ	\Box			4	\prod
F0	Footpath Construction	COUNCIL PROGRAM	0	0	28/02/2023										$\blacksquare + \downarrow$	+	+++		+	++
52	Adam Street Kerb and Gutter	Mitchell St to Goulburn St (North Side 300m) COUNCIL PROGRAM	Completed	Contractor	20/02/2023										++	+	+++		++	++
	Rerb and Gutter Bus Shelters	COUNCIL PROGRAM COUNCIL PROGRAM		1											++	+	+++		++	++
	Various Locations	COUNCIL PROGRAM		1	-										╟┼┼	+	+++	$\blacksquare + + +$	++	++
	Town Services - Villages Vote	COUNCIL PROGRAM		+											┡┼┼	+	+++	┠┼┼┼	++	+
		Install Stormwater to rear property, Driveway Construction,		0											┞┼┼	+		┠┼┼┼	++	++
	Gerogery	Rear and Side Fence Replacement at Gerogery Hall		Contractor											Ш	<u> </u>			44	
	Stormwater Drainage														$\sqcup \sqcup$				\bot	$\bot \bot$
	Pioneer drive - Jindera	Culvert Works next to Roundabout at Jindera St		Contractor											$\sqcup \sqcup$	┵			\bot	$\bot \bot$
3	Holbrook Flood Mitigation	Construction of Levee and Associated Drainage	23/24	Contractor			Ш								$\sqcup \downarrow$	4	$\perp \downarrow \downarrow$		44	$+\!\!\!\!+$
	Public Conveniences														lacksquare	$\bot \!\!\! \bot$	+++	$\blacksquare \bot \bot \bot$	$\bot\!\!\!\bot$	+
4	Holbrook	Construct New CBD Toilet	TBD	Contractor											$H \downarrow$	+	+++	$\blacksquare + \bot +$	+	$+\!\!\!\!+$
<u> </u>	Villages Water Supply														$\blacksquare \dashv \dashv$	+	+++			
5	Villages Water Supply	Luther's Road Loop Main (to Colonial Drive)		Contractor											$H \rightarrow$	+	+++		4	
6	Villages Water Supply	Jindera Rec Ground - Loop		Contractor												\bot			4	#
	Villages Water Supply	Jindera - Pioneer Drive Creek Crossing		Contractor															+	+
I	Culcairn Water Supply	Water Mains Replacement		Contractor																

Project No	Location	Job Description	Status	Crew / Contractor	Date Completed	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
					Completed	Jui	Aug	Jep	Oct	INOV	Dec	Juli	165	Mul	Apı	May	3011
	Culcairn Water Supply	Black Street Reservoir Renewal/Upgrade	Deferred	Contractor													
8	Culcairn Water Supply	Water Main Extension - STW Stock Route		Contractor													
9	Culcairn Water Supply	Switchboard Culcairn WTP Upgrade		Contractor													
	Parks and Gardens																
11	Burrumbuttock Rec Ground	Replace Playground Equipment		Contractor													
12	Holbrook Ten Mile Creek Park	Install new fence around play area		Contractor													
13	Old Culcairn Common	Replace Fencing (to allow for leasing/agistment)	Completed	Contractor	28/02/2023												
14	Culcairn Bus Terminal	Upgrade of Tables and Toilet Facilities (Urinal)	Completed	Contractor	11/11/2022												
	Local Road and Community Infrastructure Pro	pjects															



c_dm073		Approved Between1/02/2023 and 28/02	2/2023					03/0	3/2023
Application N	lo. Location	Development Type	Est. Cost	Received	Determi	ination	Total Elapsed Days	Stop Days	Adjuste Elapsed Days
DA/2005/6	Applicant: D F Martin 73 Railway PDE CULCAIRN Lot: 2 DP: 852115	Transport depot and ancillary office- Section 4.55(2) Modification	\$0	22/12/2022	Approved	27/02/2023	68	0	68
DA/2018/157	Applicant: A L Mellington 95 Commercial ST WALLA WALLA Lot: 1 DP: 971087	General Industry - S4.55(2) Modification Extend Operation Hours	\$10	21/12/2022	Approved – Councillors	15/02/2023	43	14	43
DA/2022/13	Applicant: Spiire 88 Dights Forest RD JINDERA Lot: 1 DP: 773897	Three (3) Lot Torrens Title Subdivision & Associated Civil Works	\$0	19/01/2022	Approved	24/02/2023	187	215	187
DA/2022/69	Applicant: J Scanlon 894 Coach RD CULCAIRN Lot: 9 DP: 253097	New Transportable Dwelling	\$188,538	13/04/2022	Approved	28/02/2023	13	309	13
DA/2022/109	Applicant: LH Perry & Sons Freehold 193-199 Albury ST HOLBROOK Lot: 2 DP: 807025 Lot: 4 DP: 807025	Demolition of existing structures, construction of a service station	\$8,560,000	26/05/2022	Approved	21/02/2023	57	215	57
DA/2022/214	Applicant: M G Holz 335 Bethel RD BURRUMBUTTOCK Lot: 1 DP: 589716	New Farm Shed	\$285,000	10/11/2022	Approved	28/02/2023			•
DA/2022/216	Applicant: Bridgewood Homes 2 Byng ST HOLBROOK Lot: 3 Sec: 11 DP: 758522	New Dwelling & Garage	\$537,231	18/11/2022	Approved	9/02/2023	84	0	84
DA/2022/221	Applicant: A J Porter	New Dwelling	\$359,700	14/11/2022	Approved	27/02/2023	106	0	106



c_dm073		Approved Between1/02/2023 and 28/02	/2023					03/0	03/2023
Application N	lo. Location	Development Type	Est. Cost	Received	Determi	nation	Total Elapsed Days	Stop Days	Adjuste Elapse Days
	5 Jacob ST BURRUMBUTTOCK Lot: 21 DP: 590549								
DA/2022/226	Applicant: D J Ware 24 Bardwell ST HOLBROOK Lot: 8 Sec: B DP: 4512	New Shed	\$10,000	9/11/2022	Approved	14/02/2023	62	36	62
DA/2022/231	Applicant: N V Arnup 8 Wallace ST HOLBROOK Lot: 45 DP: 4045	New Dwelling and 20ft Shipping Container	\$230,000	21/11/2022	Approved	14/02/2023	62	24	62
DA/2022/233	Applicant: Maxand Pty Ltd 19-21 Hopetoun ST CULCAIRN Lot: 13 Sec: 22 DP: 6027	New Shed	\$40,908	23/11/2022	Approved	8/02/2023	78	0	78
DA/2022/238	Applicant: Alatalo Bros 14 Market ST WALLA WALLA Lot: 6 DP: 5429	New Dwelling and Garage	\$545,500	8/12/2022	Approved – Councillors	15/02/2023	70	0	70
DA/2022/239	Applicant: O'Neill Homes Pty Ltd Olympic HWY CULCAIRN Lot: 3 DP: 134394	New Dwelling Garage and Alfresco	\$833,646	9/12/2022	Approved	24/02/2023	78	0	78
DA/2022/241	Applicant: B & H Homes Pty Ltd Hume HWY HOLBROOK Lot: 17 DP: 753328	New Dwelling & Garage	\$703,619	3/12/2022	Approved	2/02/2023	52	0	52
DA/2022/250	Applicant: G J Gardner Homes 16 McBean ST CULCAIRN Lot: 2 DP: 863353	New Dwelling & Garage	\$536,919	9 8/12/2022	Approved	9/02/2023	64	0	64



c_dm073		Approved Between1/02/2023 and 28/02/2023						03/	03/03/2023	
Application N	o. Location	Development Type	Est. Cost	Received	Determination		Total Elapsed Days	Stop Days	Adjusted Elapsed Days	
DA/2022/253	Applicant: G F Jackson 53 Sweetwater DR HENTY Lot: 25 DP: 270552	New Dwelling & Garage	\$340,000	13/12/2022	Approved	16/02/2023	66	0	66	
DA/2022/255	Applicant: P J May 24 Railway PDE HOLBROOK Lot: 7 Sec: K DP: 4843	Change of Use-Shed to Dwelling & Associated Construction Works	\$100,000	14/12/2022	Approved	21/02/2023	70	0	70	
DA/2022/259	Applicant: M Pitman 30 Wagner DR JINDERA Lot: 212 DP: 1280394	New Shed	\$44,875	31/01/2023	Approved	22/02/2023	23	0	23	
DA/2022/260	Applicant: GJ Gardner Homes 79 Tinmine RD MULLENGANDRA Lot: 501 DP: 594402	New Dwelling	\$447,534	20/12/2022	Approved	17/02/2023	60	0	60	
DA/2022/261	Applicant: All Mod Steel Buildings 18 Anvil RD JINDERA Lot: 326 DP: 1242303	New Shed	\$40,080	16/01/2023	Approved	16/02/2023	32	0	32	
DA/2022/264	Applicant: R Riandito 395 Jelbart RD JINDERA Lot: 4 DP: 1266778	Dual occupancy (detached) 2 New Dwellings	\$790,000	22/12/2022	Approved	27/02/2023	68	0	68	
DA/2023/1	Applicant: Critos Construction & Rigging 3 Terlich WY JINDERA Lot: 101 DP: 1267384	New Shed	\$51,170	27/01/2023	Approved	22/02/2023	27	0	27	
DA/2023/5	Applicant: Development Assist Consultants 279 Walbundrie RD CULCAIRN Lot: 3 DP: 190394	New Swimming Pool	\$84,500	2/02/2023	Approved	27/02/2023	3 26	0	26	



c_dm073		Approved Between1/02/2023 and 28/02		03/03/2023					
Application N	lo. Location	Development Type	Est. Cost Received		Determination		Total Elapsed Days	Stop Days	Adjuste Elapse Days
DA/2023/10	Applicant: Fine Eye Designs Annandayle RD HOLBROOK Lot: 2 DP: 231354	Allterations and additions to existing rural dwelling	\$950,000	10/02/2023	Approved	24/02/2023	15	0	15
CDC/2022/72	Applicant: Hadar Homes 121 Thomas ST GEROGERY Lot: 2 DP: 1111887	New Dwelling and Garage - As Modified	\$0	1/02/2023	Approved – Private Certifier	1/02/2023	1	0	1
CDC/2023/5	Applicant: Shed Boss 576 Glenellen RD GEROGERY WEST Lot: 2 DP: 1049653	New Alfresco Area	\$38,974	18/01/2023	Approved	7/02/2023	21	0	21
CDC/2023/6	Applicant: Cavalier Homes Albury 11 Wagner DR JINDERA Lot: 209 DP: 1280394	New Dwelling and Garage	\$567,710	31/01/2023	Approved	23/02/2023	24	0	24
CDC/2023/7	Applicant: Bennett Building Constructions 425 Glenellen RD GLENELLEN Lot: 1 DP: 417213	Alterations & Additions to Dwelling	\$73,489	7/02/2023	Approved – Private Certifier	7/02/2023	1	0	1
CDC/2023/8	Applicant: D A Forland 2947 Holbrook Wagga RD COOKARDINIA	New Inground Swimming Pool	\$60,000	24/01/2023	Approved	22/02/2023	30	0	30
	Lot: 188 DP: 753344								
CDC/2023/9	Applicant: 1 & M Pools Pty Ltd 23 Atkins ST MORVEN Lot: 2 DP: 1280015	New Swimming Pool	\$38,500	16/02/2023	Approved Private Certifier	16/02/2023	1	0	1
CDC/2023/10	Applicant: 1 & M Pools Pty Ltd 14 Tathra PL JINDERA Lot: 22 DP: 1096304	New Swimming Pool	\$54,500	8/02/2023	Approved – Private Certifier	8/02/2023	1	0	1



c_dm073		Approved Between1/02/2023 and 28/02/2023					03/03/2023			
Application N	Location	Development Type E	st. Cost	Received	Determination		Total Elapsed Days	Stop Days	Adjusted Elapsed Days	
CDC/2023/12	Applicant: 1 & M Pools Pty Ltd 8 Rosler ST JINDERA Lot: 207 DP: 1280394	New Swimming Pool	\$57,095	23/02/2023	Approved – Private Certifier	23/02/2023	1	0	1	
CDC/2023/13	Applicant: Outdoor 1139 Gerogery RD JINDERA Lot: 103 DP: 1259823	New Swimming Pool	\$73,225	28/02/2023	Approved – Private Certifier	28/02/2023	1	0	1	
Report Totals & Averages Total Number of Applications: 33 Total Estimated Cost: 16,642,723.00		Average Elapsed Calendar Days: 72.0 Average Calendar Stop Days: 25.0 Average Adjusted Calendar Days: 46.0	41		Elapsed Calendar Total Calendar Sto Adjusted Calendar	p Days: 813	.00			

Director Environment & Planning Greater Hume Shire Council

CUCLAIRN COMMUNITY DEVELOPMENT COMMITTEE MEETING 21ST February 2023 7.30PM, CULCAIRN COUNCIL CHAMBERS

PRESENT: Ken Scheuner, Glenice Miller, Jennifer Christensen, Ian Forrest, Les Frazer, Terry Weston, Philip McCartney, Kirsty Wilksch.

APOLOGIES: Michelle Goode, Karen Schoff (email)

Last meeting was probably 11 October 2022, with lights put up the week before the street party (13th November), the street party (18th November) and break up Christmas get together at the Gerogery Pub 2-3 weeks later.

Ken welcomed all present and especially thanked the main committee members who organised the Culcairn Street Party-Michelle, Phillip and Kirsty along with the English team (Phil's relatives) and the Fijian team who helped put up lights and set up on the night.

We won the Greater Hume Shire Community Event of the year by scaring away the opposition (it was the only nomination) but nonetheless well deserved for a fantastic night.

Probably only 2 outstanding bills left -St Johns Ambulance and Living Word. And need to check the Poisoned apple repaid her travel.

Discussion about doing one this year, we will see what the Public School decides about their market event and we would ideally need a grant (can't be the same one as that was specifically because of lockdowns). More thinking.

Storage of lights etc-the Craft Shop has a small shed behind the store we can use. Need to buy plastic storage boxes and a padlock.

Greg's emailed update from Council-

'ARTC-Pedestrian Bridge relocation is 2024, Council allowing for prepatory work to be undertaken in as part of the Council's 2023/24 Budget.

ARTC have not provided an update on leasing of ARTC ground in Culcairn and Henty despite much probing

Drainage and footpath works in Balfour St/Railway Pde has commence with the main drainage pipes being laid in Frazer St from the creek, works expected to take 3-4 months.

Discussions with Landowners regarding disabled access with commence shortly on how the actual works are to be done.

New trees will be planted in Balfour St in Winter.'

Discussion: how to get ARTC to move on leasing the ground to Council? Justin Clancy MP can't get them to engage- the ground really needs to be available for the relocation of the footbridge! (as it has become apparent that there isn't enough room in Eric Thomas Park for it) And for the Schultz wagon shed proposed.

The drainage/pipework will take longer- as Essential Energy need to be involved and so far haven't been.

The Billabong Creek Bridge-the Council Engineering department pushed for the handrail to be put up (it wasn't initially part of the works being done to re-enforce the bridge for B Doubles)

Schultz wagon-Michelle or Kirsty to check with Craig about it.

Culcairn Bike/walking track Council has received a grant to fix up the track along the Holbrook Road, put culverts in etc \$213,000.

lan to look into the streetsweeper and clean up of dirty streets. Terry Hensel still on leave.

Other events for this year? Welcome to Culcairn day – opening it up for everyone- call it 'Enjoying Culcairn'?

Garage Sale-Lions usually organise.

Return and earn have slacked off again-Ken to contact.

Justin Clancy MP will come to one of our meetings if we invite.

Invite the new GM to one of our meetings? Supply agenda first.

Suggestion a 40km zone for main CBD block of Balfour Street (Walbundrie side-roundabout to Blair Street) and Railway Parade (roundabout to Henty Street West)-put it on the Facebook page of 'Culcairn community happenings' as a survey to see what response we get? Also put in Oasis article and hopefully people will look up the Facebook page and join it (if they're not members already) then write to Council, Traffic Committee and go from there.

Coronation drive-Jennifer has continued to organise the planting of a new tree to commemorate the Queen's Jubilee. Council to have dug the hole, she has about 10 people of the original planters to contact to come for the planting, then Kerrie Wise is going to organise and pay for the plaque and information board to be put up with the unveiling of these to be Friday 2nd June at 2pm (put in your diaries) the Garden Club will provide an afternoon tea.

CORRESPONDENCE: 2 get well cards sent in December to Terry and Jenny Weston and Les Frazer. Also a thank you card sent to Jennifer for her organising and funding of the reprinting of the 100year Culcairn Centenary book. A card of thanks for the get well card was received from the Weston's, Les thanked us.

Australia day celebrations at Brocklesby, the town should be commended for the well presented grounds and the great event that it was.

LETTER TO COUNCIL-

Bottle brushes on Walbundrie side and the Holbrook side of town have been pruned wrongly which will affect their longevity.

Palm trees for the garden island in front of public school-?

Nandinas in the gardens under palm trees are all dying, the watering system working or not???? Is it a manual or automatic system?

Invite Evelyn-General Manager to next meeting to discuss the ARTC land and the 40km zone idea. (Discuss with her first before asking community on Facebook or the Oasis re the 40km zone)

Meeting closed 9.15pm

NEXT MEETING TUESDAY 21ST MARCH 7.30PM –GM hopefully coming-TIME MAYBE EARLIER TO ACCOMMODATE.

AGM APRIL MEETING-18TH APRIL 7PM.