



OUR VISION & VALUES ONE TEAM DELIVERING WITH

PRIDE

Passion | Respect | Innovation | Dedication | Excellence

OUR MISSION TO BE EASY TO DO BUSINESS WITH

BUSINESS PAPER

Ordinary Council Meeting

15 August 2023

Aaron Johansson
Chief Executive Officer

We hereby give notice that an Ordinary Meeting of Council will be held on:

Tuesday, 15 August 2023 at 6pm
in the Council Chambers, Civic Centre
184 - 194 Bourke Street, Goulburn

Order Of Business

1	Opening Meeting	5
2	Acknowledgement of Country	5
3	Councillors Declaration and/or Prayer	5
4	Apologies	5
5	Applications for a Leave of Absence by Councillors	5
	Nil	
6	Attendance by Audio-visual link by Councillors	5
7	Late Items / Urgent Business	5
8	Disclosure of Interests	5
9	Presentations	6
	Nil	
10	Public Forum	6
11	Confirmation of Minutes	7
	11.1 Minutes of the Ordinary Meeting of Council held on 18 July 2023	7
12	Matters Arising	40
	12.1 Matters Arising from Council Meeting Minutes from the 18 July 2023.....	40
	12.2 Outstanding Task List from All Previous Meetings.....	41
13	Mayoral Minute(s)	42
	Nil	
14	Notice of Motion(s)	42
	Nil	
15	Notice of Rescission(s)	42
	Nil	
16	Reports to Council for Determination	43
	16.1 Planning Agreement - 100 Cathcart Street, Goulburn.....	43
	16.2 Property NSW Option to Renew Lease - Part 56 Clinton St, Goulburn.....	102
	16.3 Budget Carry-overs	104
	16.4 Goulburn Rug Construction Budget.....	128
	16.5 Tender 2223T0020 Goulburn RUG Construction - Roofing / Cladding	130
	16.6 Tender 2223T0019 Goulburn RUG Construction - Electrical, Mechanical, Communications, CCTV.....	133
	16.7 Tender 2223T0017 Japanese Garden Construction Stage 2.....	136
	16.8 Requests for Financial Assistance - Goulburn & District Art Society Inc.	138

16.9	Request for Financial Assistance - Lions Club of Marulan & District Inc.	144
16.10	Risk Management Policy & Plan	157
16.11	Related Party Disclosure Policy	200
16.12	Local Government NSW (LGNSW) 2023 Annual Conference	207
16.13	Statement of Investments & Bank Balances.....	216
16.14	Monthly Financial Report.....	221
16.15	Sustainability Advisory Committee Meeting Minutes - 27 July 2023	233
16.16	Council's Operational Update - July 2023.....	236
16.17	Community Centre Working Party Meeting Notes	319
17	Closed Session	321
17.1	Minutes of the Chief Executive Officer Performance Review Panel Meeting held on 13 July 2023	321
17.2	2023/24 Chief Executive Officer's Performance Agreement	321
18	Conclusion of the Meeting	322

Cr Peter Walker
Mayor

Aaron Johansson
Chief Executive Officer

1 OPENING MEETING

The Mayor will open the meeting and notify that this meeting is webcast live on the Council’s website.

2 ACKNOWLEDGEMENT OF COUNTRY

The following acknowledgement will be made by the Mayor or Chief Executive Officer.

“I would like to Acknowledge and pay our respects to the Aboriginal Elders both past and present, as well as emerging leaders, and Acknowledge the traditional custodians of the Land on which we meet today.”

3 COUNCILLORS DECLARATION AND/OR PRAYER

The Mayor will ask a Councillor to read either the following Declaration or Prayer on behalf of the Councillors present.

Declaration

“On behalf of the elected Councillors present here tonight I solemnly and sincerely declare and affirm that we will undertake the duties of the office of Councillor in the best interests of the people of Goulburn Mulwaree and that we will faithfully and impartially carry out the functions, powers, authorities and discretions vested in us to the best of our ability and judgement.”

OR

Prayer

“We thank thee, Lord, for this position of honour and trust. Give us the courage to serve our Council and community with honesty and integrity; and to discharge the duties entrusted to us for the common good of all mankind.”

4 APOLOGIES

The Mayor will call for any apologies.

Council will resolve to accept any apology.

5 APPLICATIONS FOR A LEAVE OF ABSENCE BY COUNCILLORS

Nil

6 ATTENDANCE BY AUDIO-VISUAL LINK BY COUNCILLORS

7 LATE ITEMS / URGENT BUSINESS

The Mayor will call for any Late Items, Information or Urgent Business.

Council may resolve to accept any late item, information or urgent business to be discussed and/or determined at this meeting.

8 DISCLOSURE OF INTERESTS

With reference to Chapter 14 Local Government Act 1993, and Council’s Code of Conduct, Councillors are required to declare any conflicts of interest in the matters under consideration by Council at this meeting.

9 PRESENTATIONS

Nil

10 PUBLIC FORUM

- (1) In accordance with Council's Public Forum Guideline, Council permits members of the public to address Council meetings in open forum at every Ordinary Council meeting.
- (2) A person wishing to address a meeting must contact staff in Council's Executive Section by 5.00pm [either in writing or via telephone call] on the day of the meeting and provide their name, their contact details and summary details of the item they wish to speak about.
- (3) The Mayor or Chairperson will call members of the public to address the meeting in accordance with the order of business. The address should be for no more than 5 minutes duration.
- (4) Members of the public addressing Council must abide by similar standards that apply to Councillors under the Council's Code of Conduct and this Code of Meeting Practice.
- (5) If a member of the public addressing the meeting fails to comply with the Mayor or Chairperson's call to order, the Mayor or Chairperson may withdraw that person's right to address the meeting.
- (6) In making the address:
 - a. If the chairperson is the Mayor he or she should be addressed as 'Mr Mayor' or 'Madam Mayor' or 'Mayor Surname'.
 - b. When the chairperson is not the Mayor they should be addressed as Mr. or Madam Chair or Mr. or Madam Chairperson.
 - c. Councillors must be addressed as 'Councillor Surname'.
 - d. Officers must be addressed as Mr. or Madam [job title or surname] e.g Mr. Chief Executive Officer.

The general standards that apply in Council's Code of Conduct and Code of Meeting Practice (Section 4) are applicable to addresses made by the public in Public Forum.

11 CONFIRMATION OF MINUTES

11.1 MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD ON 18 JULY 2023

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Minutes of the Ordinary Meeting of Council held on 18 July 2023

RECOMMENDATION

That the Council minutes from Tuesday 18 July 2023 and contained in Minutes Pages No 1 to 33 inclusive and in Minute Nos 2023/141 to 2023/167 inclusive be confirmed.



OUR VISION & VALUES ONE TEAM DELIVERING WITH

P R I D E

Passion | Respect | Innovation | Dedication | Excellence

OUR MISSION TO BE EASY TO DO BUSINESS WITH

MINUTES

Ordinary Council Meeting

18 July 2023

Order Of Business

1	Opening Meeting	5
2	Acknowledgement of Country	5
3	Councillors Declaration and/or Prayer	5
4	Apologies	5
5	Applications for a Leave of Absence by Councillors	5
6	Attendance by Audio Visual Link	5
7	Late Items / Urgent Business	6
8	Disclosure of Interests	6
9	Presentations	7
	Nil	
10	Public Forum	7
11	Confirmation of Minutes	8
	11.1 Minutes of the Ordinary Meeting of Council held on 20 June 2023.....	8
12	Matters Arising	8
	12.1 Matters Arising from Council Meeting Minutes from the 20 June 2023	8
	12.2 Outstanding Task List from All Previous Meetings.....	8
13	Mayoral Minute(s)	8
	Nil	
14	Notice of Motion(s)	8
	Nil	
15	Notice of Rescission(s)	8
	Nil	
16	Reports to Council for Determination	9
	16.1 DA/0209/2223 - 2 Salford Street, Goulburn - Demolish Existing Shed, 2 lot Torrens Title Subdivision and Construction of Detached Dwelling	9
	16.2 Planning Proposal - zoning and minimum lot size amendment to 407 & 457 Crookwell Road Kingsdale	24
	16.3 Planning Proposal - 515 Crookwell Road Kingsdale - Amendment - Urban Release Area Provisions	25
	16.4 Conflict of Interest Policy - Development applications related to Council, Councillors and Council employees.....	26
	16.5 Community Engagement Strategy.....	26
	16.6 Request for Financial Assistance - Rotary Club of Goulburn	27
	16.7 Request for Financial Assistance - Country Universities Centre Goulburn.....	28
	16.8 Requests for Financial Assistance - Christmas in the Park 2023.....	27
	16.9 Requests for Financial Assistance - Goulburn Chamber of Commerce	28
	16.10 Requests for Financial Assistance - Goulburn Lilac City Festival Inc.....	29
	16.11 Request for Financial Assistance - RSL Sub-Branch Goulburn	28
	16.12 Proposed 2024 Shibetsu Delegation	29

16.13	Sale of Land for Unpaid Rates	30
16.14	Grants Update.....	30
16.15	Monthly Financial Report.....	30
16.16	Statement of Investments & Bank Balances.....	30
16.17	Rates Outstanding Report.....	31
16.18	Debtors Outstanding	31
16.19	Water Charges Outstanding Report	31
16.20	Council's Operational Update - June 2023	31
16.21	Minutes of the Traffic Committee Meeting held on 1 June 2023	32
16.22	Goulburn Regional Hockey Centre Project.....	33
17	Closed Session	33
	There were no closed session reports for determination.	
18	Conclusion of the Meeting	33

**MINUTES OF GOULBURN MULWAREE COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE COUNCIL CHAMBERS, CIVIC CENTRE, 184 - 194 BOURKE STREET,
GOULBURN
ON TUESDAY, 18 JULY 2023 AT 6PM**

PRESENT: Cr Peter Walker - Mayor, Cr Steven Ruddell - Deputy Mayor, Cr Andrew Banfield, Cr Bob Kirk, Cr Carol James, Cr Jason Shepherd, Cr Daniel Strickland & Cr Andy Wood

IN ATTENDANCE: Aaron Johansson (Chief Executive Officer), Brendan Hollands (Director Corporate and Community Services), Scott Martin (Director Planning and Environment), Marina Hollands (Director Utilities), George Angelis (Director Operations), & Amy Croker (Office Manager to the Mayor and Chief Executive Officer)

1 OPENING MEETING

Mayor Peter Walker opened the meeting 6pm. The Mayor advised that the meeting would be webcast live.

2 ACKNOWLEDGEMENT OF COUNTRY

Mayor Peter Walker made the following acknowledgement.

“I would like to Acknowledge and pay our respects to the Aboriginal elders both past and present as well as emerging leaders, and Acknowledge the traditional custodians of the Land on which we meet today.”

3 COUNCILLORS DECLARATION AND/OR PRAYER

The declaration was read by Deputy Mayor Steven Ruddell.

4 APOLOGIES

RESOLUTION 2023/141

Moved: Cr Andrew Banfield

Seconded: Cr Carol James

That the apology received from Cr Michael Prevedello be accepted.

CARRIED

5 APPLICATIONS FOR A LEAVE OF ABSENCE BY COUNCILLORS

RESOLUTION 2023/142

Moved: Cr Carol James

Seconded: Cr Steven Ruddell

That the application for leave of absence from Cr Michael Prevedello be accepted due to being absent from the region on annual leave.

CARRIED

6 ATTENDANCE BY AUDIO VISUAL LINK

Nil

7 LATE ITEMS / URGENT BUSINESS

Nil

8 DISCLOSURE OF INTERESTS

Cr Jason Shepherd declared a non-pecuniary/non-significant conflict of interest in Item 16.20 "Councils Operational Update - June 2023" as the report mentions Marulan Quarry who have engaged his employer GHD to undertake consultancy work for them. However Cr Shepherd is not involved in the project and the Marulan Quarry is not the focus of the report. As the disclosure was not of a significant nature Cr Jason Shepherd remained in the meeting while discussion took place.

Cr Jason Shepherd declared a non-pecuniary/non-significant conflict of interest in Item 16.12 "Proposed 2024 Shibetsu Delegation" as he has expressed an interest in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Cr Jason Shepherd remained in the meeting while discussion took place.

Deputy Mayor Steven Ruddell declared a non-pecuniary/significant conflict of interest in Item 16.6 "Request for Financial Assistance - Rotary Club of Goulburn" as he is the President of the Goulburn Rotary Club. Deputy Mayor Steven Ruddell will leave the meeting while discussion on this item takes place.

Deputy Mayor Steven Ruddell declared a non-pecuniary/significant conflict of interest in Item 16.8 "Requests for Financial Assistance - Christmas in the Park 2023" as he is a member of the events organising committee. Deputy Mayor Steven Ruddell will leave the meeting while discussion on this item takes place.

Deputy Mayor Steven Ruddell declared a non-pecuniary/significant conflict of interest in Item 16.9 "Requests for Financial Assistance - Goulburn Chamber of Commerce" as he is the Vice-President of the Goulburn Chamber of Commerce. Deputy Mayor Steven Ruddell will leave the meeting while discussion on this item takes place.

Deputy Mayor Steven Ruddell declared a pecuniary conflict of interest in Item 16.11 "Request for Financial Assistance - RSL Sub-Branch Goulburn" as he undertakes casual work for a local audio supplier who may be engaged to provide services for the RSL Sub-Branch Goulburn ANZAC Service. Deputy Mayor Steven Ruddell will leave the meeting while discussion on this item takes place.

Cr Bob Kirk declared a non-pecuniary/significant conflict of interest in Item 16.7 "Request for Financial Assistance - Country Universities Centre Goulburn" as he is the chairman of the board of the Country Universities Centre Goulburn. Cr Bob Kirk will leave the meeting while discussion on this item takes place.

Cr Carol James declared a non-pecuniary/non-significant conflict of interest in Item 16.6 "Request for Financial Assistance - Rotary Club of Goulburn" as she is a member of the Rotary Club of Goulburn. As the disclosure was not of a significant nature Cr Carol James remained in the meeting while discussion took place.

Cr Carol James declared a non-pecuniary/significant conflict of interest in Item 16.10 "Requests for Financial Assistance - Goulburn Lilac City Festival Inc" as she is the President of the Goulburn Lilac City Festival Inc. Cr Carol James will leave the meeting while discussion on this item takes place.

Cr Carol James declared a non-pecuniary/non-significant conflict of interest in Item 16.12 "Proposed 2024 Shibetsu Delegation" as she has expressed an interest in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Cr Carol James remained in the meeting while discussion took place.

Mayor Peter Walker declared a non-pecuniary/non-significant conflict of interest in Item 16.6“ Request for Financial Assistance - Rotary Club of Goulburn” as he is a member of the Rotary Club of Goulburn. As the disclosure was not of a significant nature Mayor Peter Walker remained in the meeting while discussion took place.

Mayor Peter Walker declared a non-pecuniary/non-significant conflict of interest in Item 16.12 “Proposed 2024 Shibetsu Delegation” as he has expressed an interested in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Mayor Peter Walker remained in the meeting while discussion took place.

Director Corporate and Community Service Brendan Hollands declared a non-pecuniary/non-significant conflict of interest in Item 16.12 “Proposed 2024 Shibetsu Delegation” as he has expressed an interest in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Director Corporate and Community Service Brendan Hollands remained in the meeting while discussion took place.

Director Corporate and Community Service Brendan Hollands declared a non-pecuniary/significant conflict of interest in Item 16.22“ Goulburn Regional Hockey Centre Project” as he is the Treasurer of the Goulburn and District Hockey Association. Director Corporate and Community Service Brendan Hollands will leave the meeting while discussion on this item takes place.

Director Planning & Environment Scott Martin declared a non-pecuniary/non-significant conflict of interest in Item 16.12 “Proposed 2024 Shibetsu Delegation” as he has expressed an interest in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Director Planning & Environment Scott Martin remained in the meeting while discussion took place.

Director Utilities Marina Hollands declared a non-pecuniary/non-significant conflict of interest in Item 16.12 “Proposed 2024 Shibetsu Delegation” as she has expressed an interest in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Director Utilities Marina Hollands remained in the meeting while discussion took place.

Office Manager to Mayor and Chief Executive Officer Amy Croker declared a non-pecuniary/non-significant conflict of interest in Item 16.12 “Proposed 2024 Shibetsu Delegation” as she has expressed an interest in attending the proposed 2024 Shibetsu delegation. As the disclosure was not of a significant nature Office Manager to Mayor and Chief Executive Officer Amy Croker remained in the meeting while discussion took place.

Cr Andrew Banfield made a statement in relation to the Business Paper. He has assessed the Business Paper and does not perceive any declaration of interest is required to be declared in relation to his employment with Denrith Group of Companies.

9 PRESENTATIONS

Nil

10 PUBLIC FORUM

Toby Williams addressed Council regarding Item 16.1 DA/0209/2223 - 2 Salford Street, Goulburn - Demolish Existing Shed, 2 lot Torrens Title Subdivision and Construction of Detached Dwelling.

11 CONFIRMATION OF MINUTES

11.1 MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD ON 20 JUNE 2023

RESOLUTION 2023/143

**Moved: Cr Steven Ruddell
Seconded: Cr Jason Shepherd**

That the Council minutes from Tuesday 20 June 2023 and contained in Minutes Pages No 1 to 15 inclusive and in Minute Nos 2023/134 to 2023/149 inclusive be confirmed.

CARRIED

12 MATTERS ARISING

12.1 MATTERS ARISING FROM COUNCIL MEETING MINUTES FROM THE 20 JUNE 2023

Nil

12.2 OUTSTANDING TASK LIST FROM ALL PREVIOUS MEETINGS

RESOLUTION 2023/144

**Moved: Cr Steven Ruddell
Seconded: Cr Andy Wood**

That Council notes the Task List and authorises the deletion of completed tasks.

CARRIED

13 MAYORAL MINUTE(S)

Nil

14 NOTICE OF MOTION(S)

Nil

15 NOTICE OF RESCISSION(S)

Nil

16 REPORTS TO COUNCIL FOR DETERMINATION

16.1 DA/0209/2223 - 2 SALFORD STREET, GOULBURN - DEMOLISH EXISTING SHED, 2 LOT TORRENS TITLE SUBDIVISION AND CONSTRUCTION OF DETACHED DWELLING

RESOLUTION 2023/145

Moved: Cr Bob Kirk

Seconded: Cr Steven Ruddell

That:

1. The staff assessment report for development application DA/0209/2223 for the proposed demolition of an existing shed, 2 lot Torrens Title subdivision and construction of a detached dwelling be received.
2. Consent be granted for DA/0209/2223 for a demolition of existing shed and construction of Detached Dual Occupancy with two (2) lot Torrens Title Subdivision located at 2 Salford Street, Goulburn subject to the following conditions.

SECTION A: GENERAL CONDITIONS

1. Approved Development and Use

Development consent has been granted in accordance with this Notice of Determination for the purposes of Demolition of existing shed and construction of detached dual occupancy with two (2) lot Torrens title subdivision under the *Goulburn Mulwaree Local Environmental Plan 2009*.

(Reason: To confirm the components of the approval)

2. Development in Accordance with Documentation

The development must only be carried out:

- a) in compliance with the conditions of this Notice of Determination; and
- b) in accordance with the approved plans and documentation listed in the table below.

Architectural plans prepared by Kitome			
DRAWING NO.	REV	TITLE OF PLAN OR DOCUMENT	DATE.
4015-624 WD1	A	Cover Page	28/04/2022
4015-624 WD2	A	General Notes	28/04/2022
4015-624 WD3	A	Safety Notes	28/04/2022
4015-624 WD4	A	Floor Plan	28/04/2022
4015-624 WD5	A	Roof Framing Plan	28/04/2022
4015-624 WD6	A	North-East and South-East Elevations	28/04/2022
4015-624 WD7	A	South-West and North-East Elevations	28/04/2022
4015-624 WD10	A	External Window & Door Schedule	28/04/2022
4015-624 WD21	D	Solar Diagrams	29/06/2023
4015-624 WD22	C	Shadow Projection Plan	16/06/2023
4015-624 WD23	C	Shadow Projection Plan	16/06/2023
Plans prepared by CPC Land Development Consultants-			

DRAWING NO.	REV	TITLE OF PLAN OR DOCUMENT	DATE.
22128-D-20230619-GWF Sheet 1 of 2	D	Plan Showing Landscape And Site Plan for Proposed Subdivision of Lot 1 in DP 578329 2 Salford Street, Goulburn	19/06/2023
22128-D-20230619-GWF Sheet 2 of 2	D	Plan Showing Landscape And Site Plan for Proposed Subdivision of Lot 1 in DP 578329 2 Salford Street, Goulburn	19/06/2023
Documentation prepared by APeart Building Design			
DOCUMENT REF.	REV	TITLE OF PLAN OR DOCUMENT	DATE.
1302824S_02	-	BASIX Certificate	15 September 2022
Documentation prepared by CPC Land Development Consultants			
DOCUMENT REF.	REV	TITLE OF PLAN OR DOCUMENT	DATE.
SoEE	-	Statement of Environmental Effects	August 2022
SHI	-	Heritage Impact Statement	Undated.

(Reason: To ensure that the development is undertaken in accordance with the submitted plans and documents as amended)

3. Documentation Inconsistency

In the event of any inconsistency between the conditions of this Notice of Determination, the drawings and any accompanying documentation referred to above, the conditions of this Notice of Determination prevail, to the extent of the inconsistency.

(Reason: To ensure that the development is undertaken in accordance with the submitted plans and documents as amended)

4. Amendments to Approved Plans

The following amendments to the approved plans must be undertaken and the amended plans must be endorsed by 'Council' prior to the issue of any Construction Certificate:

- a) The floor level of the proposed dwelling is to be lowered 200mm from the proposed floor level.

Note: This involves a change to the development application plans as submitted to, and approved by 'Council'.

Any changes in this regard must be reflected in the form of amended plans to be submitted to the 'Certifier' endorsed by 'Council' prior to the issue of any Construction Certificate for the proposed development.

(Reason: To confirm and clarify the terms of the approval)

SECTION B: PRESCRIBED CONDITIONS IMPOSED UNDER EP&A ACT, THE REGULATION, AND OTHER RELEVANT LEGISLATION

5. Building Code of Australia Compliance

All building work must be carried out in accordance with the provisions of the Building Code of Australia.

(Reason: Prescribed by cl. 69 of 'the Regulation')

6. Home Building Act Requirements

Residential building work within the meaning of the *Home Building Act 1989* must not be carried out unless the '*Principal Certifier*' for the development to which the work relates (not being '*Council*') has given '*Council*' written notice of the following information:

- a) in the case of work for which a '*Principal Contractor*' is required to be appointed:
 - i. the name and licence number of the '*Principal Contractor*'; and
 - ii. the name of the insurer by which the work is insured under Part 6 of that Act, or
- b) in the case of work to be done by an owner-builder:
 - i. the name of the owner-builder; and
 - ii. if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

If arrangements for doing residential building work are changed while the work is in progress so that the information submitted to '*Council*' in accordance with this conditions is out of date, work must not be carried out unless the '*Principal Certifier*' for the development to which the work relates has given '*Council*' written notice of the updated information.

Note: *A certificate of insurance that complies with the Home Building Act 1989 is in force in relation to that work in the name under which the person contracted to do the work is to be provided in relation to part 1a(ii).*

(Reason: *Prescribed by cl. 71 & 69 of 'the Regulation')*

7. Construction Certificate Requirements

Building work, demolition or excavation in accordance with the Notice of Determination must not be commenced until a Construction Certificate required by s.6.3 of '*the Act*' for the relevant part of the works has been issued in accordance with the provisions of '*the Act*' and '*the Regulation*'.

(Reason: *Statutory; To ensure appropriate safeguarding measures are in place prior to the commencement of any building work, demolition or excavation)*

8. Issue of a Construction Certificate

In accordance with cl.19 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*. The plans and specifications submitted with a construction Certificate must not be inconsistent with this Notice of Determination.

(Reason: *Prescribed by legislation)*

9. Occupation Certificate Requirements

A person must not commence occupation or use of the whole or any part of a new building (new building includes an altered portion of, or an extension to, an existing building) unless an Occupation Certificate required by s.6.3 of '*the Act*' for the relevant part of the works has been issued in accordance with the provisions of '*the Act*' and '*the Regulation*'.

(Reason: *Prescribed by legislation)*

SECTION C: TO THE SATISFACTION OF COUNCIL PRIOR TO ISSUE OF A CONSTRUCTION CERTIFICATE

10. Building within vicinity of Sewer Main

Where a structure is to be constructed within the zone of influence of the sewer main, the weight of the building must be distributed away from the sewer main by pier and beam construction. The piers must be designed by a suitably qualified experienced professional Engineer and must be embedded on firm foundation at least 300mm below the zone of influence.

The area of influence of the sewer main is considered that area identified within *'Council's' Clearance & Easement Requirements for Structures Adjacent to Sewer & Stormwater Mains Policy*.

Notwithstanding the above, a building must not be erected within 1.2m of the outside edge of a sewer manhole and unobstructed personal access of minimum width of 900mm must be provided to any manhole located upon private property.

Plans and calculations demonstrating compliance with this condition must be submitted to *'Council'* as the Sewer and Water Authority for approval, prior to the issue of any Construction Certificate.

(Reason: To protect public infrastructure)

11. Foundations Adjacent to Sewer and Drainage Easements

The foundations for structures adjacent to a sewer and/or stormwater drainage easement must be constructed in such a manner that does not affect the integrity of the sewer main and stormwater drainage lines. Location of foundations must be in accordance with *'Council'* policy for *Clearance and Easement Requirements for Structures Adjacent to Sewer and Stormwater Mains*. Details demonstrating compliance with this condition must be submitted to, and approved by, *'Council'* as the Sewer and Water Authority prior to the issue of any Construction Certificate.

(Reason: To allow maintenance to vital infrastructure without affecting the integrity of the adjacent structure and public assets)

12. s.306 Compliance Certificate

A s.306 Certificate of Compliance under Division 5 of Part 2 of Chapter 6 of the *Water Management Act 2000* must be obtained from *'Council'* as the sewer and water authority prior to the issue of any Construction Certificate.

Note: s.64 of the Local Government Act 1993 authorises 'Council' to issue Certificates of Compliance under s.306 of the Water Management Act 2000 and to impose pre-conditions to the issuing of Certificates of Compliance.

To obtain a s.306, a s.305 application must be lodged with 'Council'.

(Reason: To retain a level of service for the existing population and to provide the same level of service to the population resulting from new developments)

13. Construction Traffic and Pedestrian Management Sub-Plan

The Construction Traffic and Pedestrian Management Sub-Plan must be prepared and submitted to, and approved in writing by *'Council'* prior to the issue of any Construction Certificate. The plan must include, but not be limited to, the following: -

- a) be prepared by a suitably qualified and experienced person(s);
- b) be prepared in consultation with *'Council'* and Transport NSW if the road is a classified road;
- c) detail the measures that are to be implemented to ensure road safety and network efficiency during the *'works'* in consideration of all potential impacts on general traffic, cyclists, pedestrians and bus services;
- d) detail heavy vehicle routes, access and parking arrangements;
- e) the proposed methods of loading and unloading excavation and construction machinery, excavation and building materials, formwork etc. and the erection

- of any part of the structure within the 'site';
 - f) the location of any fixed or mobile crane. Crane operations should be located wholly within the 'site';
 - g) the proposed method of access to and egress from the 'site' for construction vehicles, including access routes through the 'Council' area and the location and type of temporary vehicular crossing for the purpose of minimising traffic congestion and noise in the area with no access across public parks or reserves being allowed;
 - h) include a driver code of conduct to
 - i. minimise the impacts of the 'works' on the local and regional road network;
 - ii. minimise conflicts with other road users;
 - iii. minimise road traffic noise; and
 - iv. ensure drivers use specified routes;
 - i) detail procedures for notifying adjoining and nearby residents and the community of any potential disruption to routes; and
 - j) include a program to monitor the effectiveness of these measures.
- (Reason: To ensure the development is undertaken in a manner that is safe and does unreasonable inconvenience to the community)*

SECTION D: SUBSIDIARY MATTERS TO BE COMPLETED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE

14. Vehicular Access Way Design - Residential

The person having the benefit of this Notice of Determination must design and construct the sealed residential vehicular access way in compliance with the following: -

- a) must be designed to ensure that vehicles entering the 'site' will not scrape/strike the surface of the carriageway, layback or vehicular access way;
- b) must be designed in accordance with accordance with Council's Standard Drawings SD-R06, SD-R07 and AS.2890 where not covered by Council's standards;
- c) the driveway levels shall match the existing levels at the property boundary;
- d) the width of the vehicle access way at the property boundary shall be 4.5 metres;
- e) the width of the vehicular layback shall be 4.5 metres (including the wings 700mm each side);
- f) any twisting of the driveway access must occur entirely within the 'site';
- g) the sealed vehicular access way and layback must be a minimum of 1000mm from any power or lighting pole, 750mm from any electrical pillar, from any kerb inlet pit lintel and 2.5m from any street tree; and
- h) any utility pit within the driveway and within 750mm must be provided with a trafficable lid.

Works within the road reserve are to be inspected by 'Council' as being satisfactory prior to pouring, all other 'works' within the Lot must be Certified by the 'Principal Certifier' as being compliant with this condition.

Plans demonstrating compliance with the above must be submitted to, and approved by the 'Certifier' prior to the release of any Construction Certificate.

(Reason: To facilitate appropriate vehicular access to residential sites, without disruption to pedestrian and vehicular traffic)

15. Sediment and Erosion Control

Where construction or excavation activity requires the disturbance of the soil surface or existing vegetation, erosion and sediment control techniques, as a minimum, are to be in accordance with the publication *Managing Urban Stormwater: Soils & Construction (latest edition, Landcom, 2004)* commonly referred to as the "Blue Book"

A sediment and erosion control plan must be prepared that is consistent with the Blue Book and include:

- a) all details of drainage to protect and drain the site during the construction processes;
- b) all required sediment control devices, barriers and the like;
- c) sedimentation tanks, ponds or the like;
- d) covering materials and methods;

Details demonstrating compliance with this condition must be submitted to, and approved by the 'Certifier' prior to the issue of any Construction Certificate.

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

SECTION E: PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION, BUILDING OR SUBDIVISION WORKS

16. Prior to Commencement

'Works' must not commence on 'site' in connection with this Notice of Determination until:

- a) a Construction Certificate (where required) for the building work has been issued by:
 - i. the consent authority; or
 - ii. an 'Accredited Certifier'; and
- b) the person having the benefit of the development consent has:
 - i. appointed a 'Principal Certifier' for the building work, and
 - ii. notified the 'Principal Certifier' that the person will carry out the building work as an owner-builder, if that is the case, and
- c) the 'Principal Certifier' has, no later than two (2) days before the building work commences:
 - i. notified the 'Council' of his or her appointment, and
 - ii. notified the person having the benefit of the development consent of any critical stage inspections and other inspections that are to be carried out in respect of the building work, and
- d) the person having the benefit of this Notice of Determination, if not carrying out the work as an owner builder, has:
 - i. appointed a 'Principal Contractor' for the building work who must be the holder of a contractor licence if any residential building work is involved, and
 - ii. notified the 'Principal Certifier' of such appointment, and
 - iii. unless that person is the 'Principal Contractor' notified the 'Principal Contractor' of any critical stage inspections and other inspections that are to be carried out in respect of the building work, and
- e) the person having the benefit of this Notice of Determination has given at least two (2) days' notice to the 'Council' of the person's intention to commence building work.

Documentary evidence confirming the above statutory requirements have been satisfied must be submitted to 'Council' not less than two (2) days before any commencement of 'works'.

(Reason: Statutory; to ensure appropriate safeguarding measures are in place prior to the commencement of any building work, demolition or excavation)

17. Temporary Site Fences

A temporary timber hoarding or temporary construction 'site' fence must be erected between the work 'site' and adjoining lands before any commencement of works and must be maintained and be kept in place until after the completion of the works if the works:

- a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
- b) could cause damage to adjoining lands by falling objects, or
- c) involve the enclosure of a public place or part of a public place.

The installation is to be confirmed by the *'Principal Certifier'* prior to any further commencement of *'site'* *'works'*.

(Reason: To ensure that the safety of the public is not compromised)

18. Damage Bond General

A public infrastructure damage deposit of \$2780 for a single Lot frontage must be paid to *'Council'*.

The damage bond will only be eligible for refund upon satisfactory completion of all *'works'* and following the issue of the final Occupation Certificate. All costs associated with any reinstatement works required to be carried out by *'Council'* to rectify any damage caused by the *'works'*, shall be deducted from the damage deposit.

Documentation demonstrating compliance with this condition must be submitted to, and approved by the *'Private Certifier'* prior works commencing on site.

Note: A bond administration fees applies to the lodgement of this bond. Bond values and administration fees are calculated at time of actual lodgement in accordance with Council's adopted Fees and Charges and may differ from the above.

All required damage to Council property, however caused, by undertaking the 'works' must be reinstated on a like for like basis and in accordance with 'Council's' engineering standards prevailing at the time to the satisfaction of 'Council' as the roads authority and prior to the issue of an Occupation Certificate.

(Reason: Protection of Council infrastructure and to ensure any damage to public infrastructure is rectified)

19. Damage to Public Infrastructure

A dilapidation survey and report (including photographic record) must be prepared by a suitably qualified consultant/person which details the pre-developed condition of the existing public infrastructure in the vicinity of the development *'site'*. Attention must be paid to accurately recording any pre-development damage so that *'Council'* is informed when assessing any future damage to public infrastructure caused as a result of the development. The dilapidation survey and report must be submitted to, and approved in writing by *'Council'* prior to the issue of any Construction Certificate.

The person entitled to act upon this Notice of Determination will be held liable for all damage to public infrastructure in the vicinity of the development *'site'* where such damage is not accurately recorded and demonstrated as pre-existing under documentation provided by this condition.

Note: Vicinity is defined as all public infrastructure immediately adjacent to the 'site' (full road reserve width) and to a distance of 20m beyond the 'site' boundaries.

(Reason: To record the condition of public infrastructure prior to the commencement of construction to the consent authority's satisfaction)

20. Sediment and Erosion Control

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

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

The installation is to be approved by the 'Principal Certifier' prior to any further commencement of 'site' 'works'.

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

21. Stabilised Access

Unless an existing stabilised 'site' access is utilised, stabilised access to the 'site' consisting of at least 200mm of aggregate at 30–60mm in size, be a minimum of three (3)m in width and must be provided from the road edge to the front of the building being constructed. The stabilised access must be fully maintained and removed from the 'site' when a permanent driveway has been constructed.

The installation is to be approved by the 'Principal Certifier' prior to any further commencement of 'site' 'works'.

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

22. Site Facilities

'Site' facilities must be provided as follow;

- a) if the development involves building work or demolition work the 'site' must be fully enclosed by a temporary security fence (or hoarding) before 'works' commence. Any such hoarding or fence is to be removed when the 'works' have been completed;
- b) a minimum width of 1.5m must be provided between the 'site' and the edge of the roadway so as to facilitate the safe movement of pedestrians. If trees are present in the footpath the minimum width must be provided to one side of the trees;
- c) a garbage receptacle fitted with a tight-fitting windproof lid for the reception of all putrescible and all waste capable of being windblown from the work 'site' must be provided prior to 'works' commencing and must be maintained and serviced for the duration of the 'works'; and
- d) adequate toilet facilities must be provided on the work 'site'. Each toilet provided must be a standard flushing toilet, connected to a public sewer, or if connection to a public sewer is not available, to an on-site effluent disposal system approved by the 'Council', or an approved temporary chemical closet. The provision of toilet facilities must be completed before any other 'works' are commenced.

The installation of the site facilities must be approved by the 'Principal Certifier' prior to any further commencement of 'site' 'works' and prior to the first inspection.

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

23. Site Sign

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

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

Any such sign must be maintained while the 'works' are being carried out and must be removed when the 'works' have been completed.

The installation is to be approved by the 'Principal Certifier' prior to any further commencement of 'site' 'works'.

(Reason: Statutory requirement)

24. Parking Restrictions

Existing public parking provisions in the vicinity of the 'site' must be maintained at all times during works. The placement of any barriers, traffic cones, obstructions or other device in the road shoulder or kerbside lane is strictly prohibited without the prior written consent of 'Council'. Changes to existing public parking facilities/restrictions must be approved by the 'Council's Traffic Committee. The person having the benefit of this Notice of Determination will be held responsible for any breaches of this condition and will incur any fines associated with enforcement by 'Council' regulatory officers.

(Reason: To ensure that existing kerbside parking provisions are not compromised during works)

SECTION F: CONDITIONS TO BE COMPLIED WITH DURING DEMOLITION, BUILDING OR SUBDIVISION WORKS

25. Use of Road Reserve

All 'works', processes, storage of materials, loading and unloading associated with the development must occur entirely within the property. Equipment must not be operated on the footpath or roadway, unless prior written approval has been obtained from 'Council' as the Roads Authority.

Note: Works and /or activities required to be undertaken within the road reserve are controlled through the issue of an approval/permit under s.138 Roads Act 1993.

(Reason: To ensure public safety and amenity on public land)

26. Construction Hours

All 'works' must be restricted to within the hours of 7.00 am to 6.00 pm Monday to Friday and on Saturday to within the hours of 8.00 am to 1.00 pm inclusive, with no work on Sundays and Public Holidays.

Demolition and excavation works must be restricted to within the hours of 8.00 am to 5.00 pm Monday to Friday only.

All builders, excavators must display, on-site, their twenty-four (24) hour contact telephone number, which is to be clearly visible and legible from any public place adjoining the site.

Note: Demolition work means any physical activity to tear down or break up a structure (or part thereof) or surface, or the like, and includes the loading of demolition waste and the unloading of plant or machinery.

Excavation work means the use of any excavation machinery and the use of jackhammers, rock breakers, excavators, loaders, or the like, regardless of whether the activities disturb or alter the natural state of the existing ground stratum or are breaking up/removing materials from the site and includes the unloading of plant or machinery associated with excavation work.

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

27. Excavation and Demolition

Any person acting on this Notice of Determination must ensure that: -

- a) all excavations and backfilling associated with the erection or demolition of a building must be executed safely and in accordance with appropriate professional standards.
- b) all excavations associated with the erection or demolition of a building must be properly guarded and protected to prevent them from being dangerous to life or property.
- c) demolition work must be undertaken in accordance with the provisions of AS.2601- Demolition of Structures.
- d) the builder is to ensure that persons working on the site comply with the SafeWork NSW requirements.

(Reason: To ensure that work is undertaken in a professional and responsible manner and protect adjoining property and persons from potential damage)

28. Retaining Walls and Drainage

Retaining walls associated with the erection or demolition of a building or other approved methods of preventing movement of the soil must: -

- a) ensure that all retaining walls to be constructed are wholly within the boundaries of the subject allotment including all associated drainage zones and earthworks.
- b) have adequate provision for drainage in accordance with the provisions of AS.3500; and
- c) obtain approval from 'Council' for all walls over 600mm in height and within 1000mm to 'site' boundaries.
- d) be constructed immediately after the 'site' has been cut and filled;

(Reason: To ensure the safety and amenity of the site and adjoining properties)

29. s.138 Approval Matters

Vehicular footway crossings must be constructed in accordance with Council's Standard Drawings SD-R06 and SD-R07

It is the applicant's responsibility to ensure:

- a) Traffic control measures are installed and maintained in accordance with AS.1742.3 and the Roads and Traffic Authority Manual – 'Traffic Control at Worksites'
- b) Public liability insurance to the value of \$20 million specific to the footway crossing; and workers compensation insurance, are both maintained for the duration of the works
- c) Whether the proposed works affects any Public Utility Authority installation.

The following Authorities should be consulted:

- i. Dial Before You Dig Ph.: 1100 (including telephone, gas, electricity)
- ii. Council Ph (02) 4823 4417 (including water and sewer location diagrams).
- iii. At the completion of work, the development proponent is to ensure that the area surrounding the driveway is backfilled and verge seeded to alleviate pedestrian hazard.

Vehicular footway crossings are that section of a driveway between the roadway and the property boundary. The applicant must arrange an inspection by 'Council' prior to pouring the concrete with formwork and reinforcement in position or sealing. Inspections can be booked in person at Customer Service or by phone on 02 4823 4444. Please note inspection fees apply and a minimum 48 hours' notice is required.

'Council' retains the right to alter, repair, or in extreme cases, remove and replace any work for which approval has not been obtained, or that has not been carried out in accordance with this Notice of Determination. Any rectification works would be undertaken at the owner's full cost, recoverable in accordance with s.218 of the *Roads Act 1993*.

(Reason: To ensure compliance with the Roads Act 1993)

SECTION G: CONDITIONS TO BE COMPLIED WITH PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE

30. Compliance with Conditions of Consent

Prior to the issue of any Occupation Certificate the person having the benefit of this Notice of Determination must demonstrate to the *'Principal Certifier'* that all conditions required to be complied with, either at or before the occupation stage, including conditions identified as at all times have been complied with. An Occupation Certificate must not be issued where the development undertaken is in breach of this Notice of Determination.

(Reason: To ensure compliance with the terms of this Notice of Determination)

31. Identification of Non-Potable Water

Prior to the issue of any Occupation Certificate signage in accordance with AS.3500.1 must be installed to all taps that are supplied by the rainwater tank where mains reticulated water supply is provided to the *'site'*.

(Reason: To ensure non-reticulated water supplies are identified)

32. Landscaping to Nature Strip

All disturbed and unvegetated areas of land to the front of the building line and the nature strip must be fully landscaped with grass turf to prevent soil erosion and migration prior to the release of any Occupation Certificate.

(Reason: To preserve the amenity of the streetscape and to prevent pollution of the environment)

33. Redundant Vehicle Crossings

All redundant lay-backs and vehicular crossings must be reinstated to conventional kerb and gutter, foot-paving or grassed verge to match existing surrounding materials. All costs must be borne by the person having the benefit of this Notice of Determination, and all works must be completed in accordance with *'Council's'* Engineering Standards and inspected by *'Council'* prior to pouring the concrete with formwork and reinforcement in position.

Documentary evidence from *'Council'* as the roads authority confirming that this condition has been satisfied must be provided to the *'Principal Certifier'* Prior to the issue of any Occupation Certificate.

(Reason: To facilitate vehicular access to sites, without disruption to pedestrian and vehicular traffic, and the preservation of on street parking spaces)

34. Installation of Driveways

Prior to the issue of an Occupation Certificate the driveway access across the footpath reserve and to the garage and any footway crossing must be constructed in accordance with *'Council's'* Engineering Standards and the requirements of this notice of determination.

Documentary evidence from *'Council'* as the roads authority confirming that this condition has been satisfied must be provided to the *'Principal Certifier'* prior to the issue of any Occupation Certificate

(Reason: To ensure driveway access to the property does not have any adverse impact on the public road network)

35. Infrastructure Repair Prior to Completion of Works

The person having the benefit of this Notice of Determination must fully complete all required *'works'* -

- a) to any footpath, verge, nature strip, road, kerb and guttering, driveway crossover, stormwater and utilities infrastructure within the road reserve;
- b) must repair all damage caused by the *'works'* to any damaged public infrastructure caused as a result of any works relating to the development (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub-contractors, concrete vehicles) must be fully repaired; and
- c) all damage must be made good in accordance with *'Council's'* engineering standards and at no cost to *'Council'*

Documentary evidence from *'Council'* as the roads authority confirming that this condition has been satisfied must be provided to the *'Principal Certifier'* Prior to the issue of any Occupation Certificate.

(Reason: To ensure any damage to public infrastructure is rectified)

36. Utility Services

All utility services must be adjusted, to the correct levels and/or location/s required by this consent, prior to issue of any Occupation Certificate. All required works must be undertaken at no cost to *'Council'*.

(Reason: To ensure the proper reticulation of utility services)

37. Plumbing and Drainage Finalisation

A final inspection of water plumbing and sewer drainage must be conducted by *'Council'* as the Water and Sewer Authority.

Documentary evidence issued by *'Council'* confirming that the final inspection was satisfactory must be provided to the *'Principal Certifier'* prior to the issue of any Occupation Certificate.

(Reason: To ensure compliance with the statutory requirements)

38. Certificate of Compliance

A Compliance Certificate and a sewer service drainage diagram as issued by the plumber who submitted the Notice of Work must be issued to *'Council'* prior to the release of any Occupation Certificate.

Documentary evidence confirming that the above requirements have been fulfilled must be provided to the *'Principal Certifier'* prior to the issuing of any Occupation Certificate.

(Reason: To ensure compliance with the statutory requirements)

39. Trafficable utility pits

Any utility pit that is located in the driveway is to have a trafficable lid that is able to handle traffic movements.

Documentary evidence confirming that the above requirements have been fulfilled must be provided to the *'Principal Certifier'* prior to the issuing of any Occupation Certificate.

(Reason: To ensure infrastructure is not impacted by the development)

40. Subdivision Certificate

An Occupation Certificate must not be issued by a *'Principal Certifier'* unless the Subdivision Certificate for the site has been issued by the *'Council'*.

Documentary evidence confirming that the above requirements have been fulfilled must be provided to the *'Principal Certifier'* prior to the issuing of any Occupation

Certificate.

(Reason: To ensure the development is undertaken in accordance with the conditions of the Notice of Determination)

SECTION H: CONDITIONS TO BE COMPLIED WITH AT ALL TIMES**41. Stormwater Disposal**

At all times, all stormwater from the development, including all hardstandings and overflows from rainwater tanks and raingardens must be collected and disposed of by way of properly constructed stormwater lines to the kerb and gutter (piped). If concrete footpath exists; pipework is to be under bored to the existing kerb inlet.

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

SECTION I: CONDITIONS TO BE COMPLIED WITH PRIOR TO THE ISSUE OF A SUBDIVISION CERTIFICATE**42. Release of Subdivision Certificate**

Prior to the issue of any Subdivision Certificate the person having the benefit of this Notice of Determination must demonstrate to 'Council' that all conditions set out within this Notice of Determination have been complied with and that all works completed. A Subdivision Certificate must not be issued where the development undertaken is in breach of this Notice of Determination.

Notes: A tabularised statement that separately identifies the conditions contained within the Notice of Determination, details how the conditions have been complied with and is provided with clear references to any supporting evidence being submitted to satisfy a condition is required.

(Reason: To ensure that the development is completed to an acceptable standard prior to registration)

43. Subdivision Certification

A Subdivision Certificate that authorises the registration of a plan of subdivision at the NSW Land Registry Services must be obtained. The following must be submitted to 'Council' with any application for a subdivision certificate:

- a) the original plans of subdivision and administration sheets plus two (2) copies of each, and any original s.88B instrument to be endorsed, all enclosed in a protective sleeve (to prevent damage during transfer);
- b) an electronic version of all files being submitted including Word documents of all s.88 instruments;
- c) application for subdivision certificate form duly completed with payment of fees current at lodgement;
- d) written evidence in the form of a full condition compliance table that demonstrates how all the conditions contained within this Notice of Determination have been satisfied (including submission of all required certificates and/or information where required); and
- e) all other information required by the 'the Act' and 'the Regulation'.

Notes: 'Council' will check the consent conditions on the relevant subdivision consent. Failure to submit the required information will delay endorsement of the plan of subdivision and may require payment of rechecking fees or refusing the certificate.

'Council' will not accept bonds in lieu of completing subdivision works.

(Reason: To ensure compliance with relevant legislative requirements and maintenance of up to date Council records)

44. Water Management Act

A Compliance Certificate issued under s.307 of the *Water Management Act 2000* must be obtained from the Utilities Division of ‘*Council*’ prior to the issue of any Subdivision Certificate.

(Reason: To ensure compliance with the statutory requirements)

45. Services within Lots

Prior to the issue of any Subdivision Certificate a Registered Surveyor must provide certification that all services (e.g. drainage, stormwater, water supply, gas, electricity, telephone etc.) as constructed are contained within each Lot or within appropriate easements to accommodate such services.

(Reason: To ensure adequate servicing of the development.)

46. Electrical Supply Services

Prior to the issue of any Subdivision Certificate a Notification of Arrangements from the electricity supply authority (i.e. Essential Energy) must be supplied to ‘*Council*’ confirming that electrical infrastructure has been installed and that satisfactory arrangements have been made for the supply of low voltage reticulated electricity to each proposed Lot.

All adjustments to existing utility services made necessary by the development are to be undertaken at no cost to ‘*Council*’.

(Reason: To ensure adequate servicing of the development)

47. NBN Services within Lots

Prior to the issue of the Subdivision Certificate, a letter of practical completion from the telecommunications infrastructure provider (i.e. NBN) must be provided to ‘*Council*’ confirming that arrangements have been made for the provision of underground telecommunications at the front boundary of each allotment in the subdivision.

(Reason: To ensure adequate servicing of the development)

48. s.7.11 Contributions

Prior to the issue of a Subdivision Certificate the person having the benefit of this Notice of Determination must pay the following contributions to ‘*Council*’ for:

Community facilities	\$1,908
Open space and recreation facilities	\$4,819
Roads and active transport facilities	\$12,891
Plan administration and management	\$ 295

The total contribution payable to Council under this condition is \$19,913 as calculated at the date of this consent, in accordance with the Goulburn Mulwaree Local Infrastructure contributions Plan 2021.

The total amount payable may be adjusted at the time the payment is made, in accordance with the provisions of the plan.

Documentation as issued by ‘*Council*’ demonstrating that the contribution has been paid must be submitted to, and approved by the ‘*Certifier*’ prior to the issue of a

Subdivision Certificate.

Note: *Copies of the Contributions Plans can be downloaded from 'Council's' website.*

Payment is to be accompanied by the attached sheet entitled "Summary of Charges". If payment is by personal or company cheque the plans subject to this approval will not be available for collection until such time as the cheque has been honoured (i.e. a minimum of 10 days).

(Reason: *To retain a level of service for the existing population and to provide the same level of service to the population resulting from new development)*

SECTION J: CONCURRENCE AGENCY CONDITIONS**49. Erosion and Sediment Controls**

The applicant is to submit, to the satisfaction of 'Council', an Erosion and Sediment Control Plan in accordance with Chapter 2 of the NSW Landcom's Soils and Construction: Managing Urban Stormwater (2004) manual – the 'Blue Book', outlining the controls that will be used to prevent sediment entering dams, drainage depressions and watercourses and/or street stormwater drainage systems.

(Reason: *To ensure the development has a neutral or beneficial effect on water quality)*

SECTION K: ADVISORY INFORMATION

- a) Prior to commencing any building, subdivision or associated constructions works, the following provisions of 'the Act' are to be complied with:
- (i) A Construction Certificate is to be obtained in accordance with Section 6.3 of 'the Act'.
 - (ii) A Principal Certifier is to be appointed and Council is to be notified of the appointment in accordance with Section 6.6 of the Act.
 - (iii) Council is to be notified at least two (2) days of the intention to commence building works, in accordance with Section 6.6(2)(a) of the Act.
- b) Changes to the layout of the subdivision configuration may require the submission of a further modification under Section 4.55 of 'the Act'.
Discussion with Council Development Liaison Team would assist in identifying such changes which may require the submission of a modification of a Development Application under Section 4.55 of 'the Act'.
- c) Prior to any 'Work' commencing on 'site' all services should be clearly located and identified by contacting "Dial before you Dig" by telephoning 1100 or utilising www.1100.com.au
- d) 'Council's' fees and charges are adjusted annually on the 1st July, all fees are calculated at the time of payment this may mean that amounts required to be paid increase.
- e) The mailbox erected to service the property must not encroach on the footpath or kerb area.

Section 375A of the *Local Government Act 1993* requires General Managers to record which Councillors vote for and against each planning decision of the Council, and to make this

information publicly available.

CARRIED

In Favour: Crs Carol James, Bob Kirk, Steven Ruddell, Daniel Strickland, Jason Shepherd, Peter Walker and Andy Wood

Against: Cr Andrew Banfield

16.2 PLANNING PROPOSAL - ZONING AND MINIMUM LOT SIZE AMENDMENT TO 407 & 457 CROOKWELL ROAD KINGSDALE

RESOLUTION 2023/146

Moved: Cr Andrew Banfield

Seconded: Cr Carol James

That:

1. The report from the Senior Strategic Planner regarding the proposed zoning and minimum lot size amendment to Goulburn Mulwaree Local Environmental Plan 2009 be received.
2. Council prepare a Planning Proposal to amend the Goulburn Mulwaree Local Environmental Plan 2009 to rezone Lot 70, 73 & 77 DP 1006688 from RU6 Transition to R5 Large Lot Residential, R2 Low Density Residential, part C2 Environmental Conservation and RE1 Public Recreation, and to amend the minimum lot size from 10 hectares to 700m² (for the proposed R2 zone), and 4,000m² and 2 hectares (for the proposed R5 zone), with the C2 and RE1 zone having no minimum lot size.
3. Council amend the Goulburn Mulwaree Local Environmental Plan 2009 to include Lot 70, 73 & 77 DP 1006688, 407 & 457 Crookwell Road Kingsdale as an Urban Release Area (URA).
4. The development proponent is required to submit to Council, the following additional information, prior to the Planning Proposal being submitted to the Department of Planning and Environment for a gateway determination:
 - a. An updated Detailed Site Investigation (DSI) that further considers and evaluates the likelihood of contamination on the land, and makes conclusions and recommendations as to whether or not the site is capable of accommodating future residential uses.
 - b. An amended Water Cycle Management Study to address the requirement for unserviced future Large Lot Residential zoned land as applicable.
 - c. An amended Traffic and Parking Assessment report to address the requirements of Transport for NSW.
 - d. An amended Strategic Bushfire Study to address the impacts of potential road alterations to reflect an updated concept plan for road/access and staging and limitation of reticulated water servicing to south of the High Pressure Gas Pipeline.
 - e. A revised concept layout and staging plan that addresses the concerns raised by Transport for NSW, relating to limiting new access points to Crookwell Road and providing internal road connections between this Planning Proposal and the Planning Proposal to the north (515 Crookwell Road, Kingsdale). The revised concept layout shall also incorporate revisions required because of the need to achieve compliance with Ministerial Directions relating to bushfire protection and water quality.
5. The Planning Proposal is to be forwarded to the NSW Department of Planning and Environment for a gateway determination, with further community and government

consultation undertaken in accordance with the directions of the gateway determination.

6. Council requests that the NSW Department of Planning and Environment make Council the delegated plan making authority for this Planning Proposal.
7. Council prepares a Precinct specific Chapter to the Goulburn Mulwaree Development Control Plan 2009 for the Sooley Precinct and place it on public exhibition with the Planning Proposal for a minimum of 28 days.
8. Council amends the Goulburn Mulwaree Development Control Plan (DCP) 2009 to include Urban Release Area (URA) provisions for the Sooley Precinct that address the relevant requirements of Part 6 of the Goulburn Mulwaree Local Environmental Plan (LEP) 2009.

Section 375A of the *Local Government Act 1993* requires General Managers to record which Councillors vote for and against each planning decision of the Council, and to make this information publicly available.

CARRIED

In Favour: Crs Andrew Banfield, Carol James, Bob Kirk, Steven Ruddell, Daniel Strickland and Peter Walker

Against: Crs Jason Shepherd and Andy Wood

16.3 PLANNING PROPOSAL - 515 CROOKWELL ROAD KINGSDALE - AMENDMENT - URBAN RELEASE AREA PROVISIONS

RESOLUTION 2023/147

Moved: Cr Steven Ruddell

Seconded: Cr Andrew Banfield

That:

1. The report from the Senior Strategic Planner regarding the proposed Urban Release Area (URA) to the Goulburn Mulwaree Local Environmental Plan 2009 be received.
2. Council amends the Goulburn Mulwaree Local Environmental Plan 2009 to include Part Lot 103 & Lot 104 DP 1007433, 515 Crookwell Road, Kingsdale as an Urban Release Area (URA), by way of an amendment to the existing Planning Proposal.
3. Council amends the Goulburn Mulwaree Development Control Plan (DCP) 2009 to include Urban Release Area (URA) provisions for the Sooley Precinct that address the requirements of clause 6.2A(3) of the Goulburn Mulwaree Local Environmental Plan (LEP) 2009, by way of an amendment to the existing Planning Proposal.

Section 375A of the *Local Government Act 1993* requires General Managers to record which Councillors vote for and against each planning decision of the Council, and to make this information publicly available.

CARRIED

In Favour: Crs Andrew Banfield, Carol James, Bob Kirk, Steven Ruddell, Daniel Strickland and Peter Walker

Against: Crs Jason Shepherd and Andy Wood

16.4 CONFLICT OF INTEREST POLICY - DEVELOPMENT APPLICATIONS RELATED TO COUNCIL, COUNCILLORS AND COUNCIL EMPLOYEES

RESOLUTION 2023/148

Moved: Cr Andy Wood

Seconded: Cr Daniel Strickland

That

- 1. The report from the Director Planning & Environment on the Conflict of Interest Policy – Development Applications related to Council, Councillors and Council Employees be received.**
- 2. Council places the Policy on public exhibition for 28 days and if no comments are received, it will be adopted as one of Council’s policies.**
- 3. Any submissions received will be considered and reported to Council for final adoption of the policy.**

CARRIED

16.5 COMMUNITY ENGAGEMENT STRATEGY

RESOLUTION 2023/149

Moved: Cr Jason Shepherd

Seconded: Cr Daniel Strickland

That:

- 1. The report from the Chief Executive Officer on the Community Engagement Strategy be noted.**
- 2. The Council endorse the Community Engagement Strategy.**

CARRIED

16.6 REQUEST FOR FINANCIAL ASSISTANCE - ROTARY CLUB OF GOULBURN

Cr Steven Ruddell declared an interest in items 16.6, 16.8, 16.9 & 16.11 and took no part in the discussion or voting on the matters. At 6:33 pm, Cr Steven Ruddell left the meeting.

RESOLUTION 2023/150

Moved: Cr Jason Shepherd

Seconded: Cr Andy Wood

That

- 1. The report from the Director Corporate & Community Services on Request for Financial Assistance – Rotary Club of Goulburn be received.**
- 2. Council support the 2023 Southern Tablelands Science and Engineering Challenge with the following funding from the 2023/24 Financial Assistance Budget:**
 - **A cash contribution of \$3,000.00**
 - **50% venue hire costs of \$224.00**

CARRIED

MOVE AN ITEM**RESOLUTION 2023/151**

Moved: Cr Andrew Banfield

Seconded: Cr Andy Wood

That Item 16.8, 16.9 & 16.11 be dealt with directly after item 16.6.

CARRIED

16.8 REQUESTS FOR FINANCIAL ASSISTANCE - CHRISTMAS IN THE PARK 2023**RESOLUTION 2023/152**

Moved: Cr Andy Wood

Seconded: Cr Jason Shepherd

That

- 1. The report of the Director of Corporate & Community Services on the Request for Financial Assistance - Christmas in the Park 2023 be received.**
- 2. Council contributes a cash donation of \$5,750 towards Christmas in the Park 2023 to be funded from the Financial Assistance budget.**

CARRIED

16.9 REQUESTS FOR FINANCIAL ASSISTANCE - GOULBURN CHAMBER OF COMMERCE**RESOLUTION 2023/153****Moved: Cr Andrew Banfield****Seconded: Cr Carol James****That**

- 1. The report of the Director of Corporate & Community Services on the request for Financial Assistance - Goulburn Chamber of Commerce be received.**
- 2. Council contributes a cash donation of \$5,000 to the Goulburn Chamber of Commerce towards the *Explore Local Business Expo* to be funded from the Financial Assistance budget.**

CARRIED**16.11 REQUEST FOR FINANCIAL ASSISTANCE - RSL SUB-BRANCH GOULBURN****RESOLUTION 2023/154****Moved: Cr Carol James****Seconded: Cr Jason Shepherd****That**

- 1. The report of the Director of Corporate & Community Services on Requests for Financial Assistance –RSL Sub-Branch Goulburn be received.**
- 2. Council provides a \$5,000 cash contribution to the RSL Sub-Branch Goulburn to cover the cost of hiring a public address system for its ANZAC Day Service to be funded from the Financial Assistance budget.**

CARRIED**At 6:51pm, Cr Steven Ruddell returned to the meeting.****16.7 REQUEST FOR FINANCIAL ASSISTANCE - COUNTRY UNIVERSITIES CENTRE GOULBURN**

Cr Bob Kirk declared an interest in this item and took no part in the discussion or voting on the matter. At 6:52 pm, Cr Bob Kirk left the meeting.

RESOLUTION 2023/155**Moved: Cr Andrew Banfield****Seconded: Cr Andy Wood****That**

- 1. The report from the Director Corporate & Community Services on Request for Financial Assistance – Country Universities Centre Goulburn be received.**
- 2. Council supports the Country Universities Centre Goulburn with a cash contribution of \$4,990 towards the costs of their new teleconferencing facilities funded from the Financial Assistance budget.**

CARRIED**At 6:56 pm, Cr Bob Kirk returned to the meeting.**

16.10 REQUESTS FOR FINANCIAL ASSISTANCE - GOULBURN LILAC CITY FESTIVAL INC.

Cr Carol James declared an interest in this item and took no part in the discussion or voting on the matter. At 6:57 pm, Cr Carol James left the meeting.

RESOLUTION 2023/156

Moved: Cr Andrew Banfield
Seconded: Cr Daniel Strickland

That

- 1. The report of the Director of Corporate & Community Services on the Request for Financial Assistance – Goulburn Lilac City Festival be received.**
- 2. Council provides a cash donation of \$5,000 towards the running of the 2023 Lilac City Festival**
- 3. Council provide traffic control for road closures required for the Festival.**

CARRIED

At 6:59 pm, Cr Carol James returned to the meeting.

16.12 PROPOSED 2024 SHIBETSU DELEGATION**RESOLUTION 2023/157**

Moved: Cr Bob Kirk
Seconded: Cr Andy Wood

That

- 1. The report by the Director Corporate & Community Services on the Proposed 2024 Shibetsu Delegation be received.**
- 2. Council endorse a visit to Council's sister city of Shibetsu, Japan in April 2024 as a Council authorised activity.**
- 3. Council staff liaise with staff from the Shibetsu Council to commence the planning for the visit.**
- 4. All Councillors and staff who participate in the delegation do so at their cost.**
- 5. Due to the timing of the visit, the April 2024 Council meeting be held on the 2nd Tuesday of the Month (9 April 2024).**

CARRIED

16.13 SALE OF LAND FOR UNPAID RATES**RESOLUTION 2023/158****Moved: Cr Andy Wood****Seconded: Cr Carol James****That:**

- 1. The report by the Director Corporate & Community Services on the sale of land for unpaid rates be received.**
- 2. The Chief Executive Officer and Mayor affix the Council seal to all documentation necessary to complete settlements for 6 Mistful Park, Goulburn and 24 Railway Parade, Tallong, pursuant to Reg 400 of *Local Government (General) Regulation 2021*.**

CARRIED**16.14 GRANTS UPDATE****RESOLUTION 2023/159****Moved: Cr Andrew Banfield****Seconded: Cr Bob Kirk****That the report on the grants update from the Senior Grants Officer and the Director of Corporate and Community Services be received and noted.****CARRIED****16.15 MONTHLY FINANCIAL REPORT****RESOLUTION 2023/160****Moved: Cr Steven Ruddell****Seconded: Cr Jason Shepherd****That the report by the Director Corporate & Community Services on the Monthly Financial Report be received.****CARRIED****16.16 STATEMENT OF INVESTMENTS & BANK BALANCES****RESOLUTION 2023/161****Moved: Cr Steven Ruddell****Seconded: Cr Bob Kirk****That the report on the Statement of Investments and Bank Balances be noted.****CARRIED**

16.17 RATES OUTSTANDING REPORT

RESOLUTION 2023/162

Moved: Cr Andrew Banfield

Seconded: Cr Carol James

That the report from the Revenue Coordinator on Rates Outstanding be received.

CARRIED

16.18 DEBTORS OUTSTANDING

RESOLUTION 2023/163

Moved: Cr Bob Kirk

Seconded: Cr Andy Wood

That the report from the Revenue Officer on Debtor Collections be received.

CARRIED

16.19 WATER CHARGES OUTSTANDING REPORT

RESOLUTION 2023/164

Moved: Cr Daniel Strickland

Seconded: Cr Andy Wood

That the report from the Administration Team Leader on Water Outstanding be received.

CARRIED

16.20 COUNCIL'S OPERATIONAL UPDATE - JUNE 2023

RESOLUTION 2023/165

Moved: Cr Steven Ruddell

Seconded: Cr Andrew Banfield

That the report from the Acting Chief Executive Officer on the Council's Operational Update for June 2023 be received and noted.

CARRIED

16.21 MINUTES OF THE TRAFFIC COMMITTEE MEETING HELD ON 1 JUNE 2023**RESOLUTION 2023/166****Moved: Cr Steven Ruddell****Seconded: Cr Daniel Strickland****That:**

- 1. The report from Director Operations in regard to the Traffic Committee minutes from Thursday 1 June 2023 be received.**
- 2. An Apology from Cr Andrew Banfield and Acting Inspector Matthew Donoghue be accepted and leave of absence granted.**
- 3. The Traffic Committee minutes from Thursday 6 April 2023 be confirmed.**
- 4. The report from the Road Safety and Traffic Officer on the Ongoing Task List be received and the information noted. Items marked as completed will be removed from the task list.**
- 5. The report on the programs and activities of the Road Safety and Traffic Officer for April to May 2023 be received and noted.**
- 6. The report from the Road Safety and Traffic Officer on the request to install speed cushions at the roads entering the roundabouts on Bourke and Clifford and Bourke and Goldsmith Streets be received.**
- 7. The report from the Road Safety and Traffic Officer on the traffic documentation for the Goulburn Duathlon 2023 be received and be endorsed.**

CARRIED

16.22 GOULBURN REGIONAL HOCKEY CENTRE PROJECT

Director Corporate and Community Services Brendan Hollands declared an interest in the item and left the room at 7.20pm.

RESOLUTION 2023/167

Moved: Cr Andrew Banfield

Seconded: Cr Steven Ruddell

That:

1. Council approve the following items to be undertaken to complete the works at the Goulburn Regional Hockey Centre as a variation to the current contract (2122T0007):
 - (a) construction of pedestrian access from Finlay Road up to the Hockey Centre including required approvals and reports;
 - (b) amendments to the internal paths and access ramps to satisfy accessibility requirements including required approvals and reports;
 - (c) Removal of unexpected find of asbestos;
 - (d) Consultation fees required for Construction Certificate;
 - (e) Completion of additional accessible amenity;
 - (f) Installation of rubber flooring in common areas;
 - (g) Additional painting in the existing and new amenity structure.
2. Council approves additional expenditure of up to \$660,000 (GST Inc) to be funded from 7.11 Funds to complete above work.

CARRIED

17 CLOSED SESSION

Council must resolve to move into Closed Session to deal with any items under s10 *Local Government Act 1993*.

There were no closed session reports for determination.

18 CONCLUSION OF THE MEETING

The Meeting closed at 7.22pm.

The minutes of this meeting were confirmed at the Ordinary Council Meeting held on 15 August 2023.

.....
Cr Peter Walker
Mayor

.....
Aaron Johansson
Chief Executive Officer

12 MATTERS ARISING

12.1 MATTERS ARISING FROM COUNCIL MEETING MINUTES FROM THE 18 JULY 2023

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: Nil

12.2 OUTSTANDING TASK LIST FROM ALL PREVIOUS MEETINGS

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: Nil

RECOMMENDATION

That Council notes that there are no outstanding tasks from previous Council Meetings.

REPORT

As there are no outstanding tasks from previous meetings no report has been attached.

13 MAYORAL MINUTE(S)

Nil

14 NOTICE OF MOTION(S)

Nil

15 NOTICE OF RESCISSION(S)

Nil

16 REPORTS TO COUNCIL FOR DETERMINATION

16.1 PLANNING AGREEMENT - 100 CATHCART STREET, GOULBURN

Author: Team Leader Development Assessment
 Director Planning & Environment

Authoriser: Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Plan of Subdivision [!\[\]\(b1b781be830eb908d845c527ab08d5f8_img.jpg\)](#) [!\[\]\(2176a4ba510fa27404d783166e891577_img.jpg\)](#)
 2. Draft Planning Agreement for exhibition [!\[\]\(a3b1c8d49688274496e55f2751cb8993_img.jpg\)](#) [!\[\]\(428d7e9195be7f8a26074c24b6c91839_img.jpg\)](#)

Reference to LSPS:	Planning Priority 4: Housing – Vision 2040 - A range and diversity in housing type, which is contextual and affordable and is primarily centred around Goulburn and Marulan.
DA Number:	DA/0384/1920
Address:	100 Cathcart Street, Goulburn
Proposal Description:	12 Lot Residential Subdivision including drainage reserve

RECOMMENDATION

That:

1. The staff report for the draft Planning Agreement associated with DA/0384/1920 for a 12 lot residential subdivision at 100 Cathcart Street, Goulburn be received.
2. The draft Planning Agreement associated with DA/0384/1920 for a 12 lot residential subdivision including a drainage reserve be placed on public exhibition for a minimum period of 28 days, in accordance with section 7.5(1) of the *Environmental Planning and Assessment Act 1979*.
3. Subject to no submissions being received the Chief Executive Officer be given delegation to execute the Planning Agreement.
4. Upon receipt of any submissions following the exhibition period the matter be reported back to the Council to consider.

Section 375A of the *Local Government Act 1993* requires General Managers to record which Councillors vote for and against each planning decision of the Council, and to make this information publicly available.

BACKGROUND

On 8 April 2021, Development Consent (reference DA/0384/1920) was granted by the Council subject to conditions, including deferred commencement condition (A), which required that a planning agreement be entered into and executed by the Applicant and the Council.

On 26 July 2021, an application to modify the Development Consent (reference MODDA/0012/2122) was lodged with Council, to amend particulars of the deferred commencement condition A, among other things. The Modified Development Consent was granted on 30 September 2021.

On 23 June 2022, an application to modify the Development Consent (reference MODDA/00135/2122) (Modification Application) was lodged with Council, to further amend particulars of the deferred commencement condition A, among other things. The Modification Application was accompanied by an offer from the Developer to enter into an Agreement to provide the public benefits if the Modification Application was granted.

On 25 May 2022, the Executive accepted in principle the Letter of Offer allowing the draft Planning Agreement to be compiled. The subject of this report.

REPORT

Proposed Development

DA/0384/1920 is an approved 12 lot residential subdivision including a drainage reserve at Lot 2 in DP 1232721, known as 100 Cathcart Street, Goulburn NSW. The proposed subdivision will open up a new residential land release area on the western side of Cathcart Street and Mount Road adjacent to an established residential area; therefore, increasing the availability of vacant residential land.

The proposal requires a stormwater bioretention basin to manage stormwater quality and detention located within a landscaped drainage reserve positioned at the front of the lot. The basin and the reserves are to be dedicated to the Council.

The proposed plan of subdivision and a plan identifying the land to be dedicated to the Council has been included in the **Attachment**.

Planning Agreement

A Planning Agreement has been prepared by the applicant and Council staff, based on the general terms that have been negotiated with the Executive staff. The Planning Agreement has been reviewed by the Council's legal team and comments included from that review. The main terms of the Planning Agreement are as follows:

- a) The Developer is to dedicate the land for the drainage reserve and bioretention basin free of charge and at no cost to the Council. The dedication is valued at \$71,588.
- b) The Developer is to pay the Council \$19,940 as a monetary contribution for the capitalised operation and maintenance cost of the stormwater bioretention basin, for an assumed life of 30 years.
- c) The Developer is to pay the Council as a monetary contribution for the capitalised renewal cost of the stormwater bioretention basin, \$10,656 for an assumed life of 30 years.
- d) The Developer must maintain the drainage reserve and basin for two years following dedication to the Council. The maintenance obligation is valued at \$5,000.
- e) The Developer is to construct approximately 16m of concrete path along Cathcart Street as Developer works at no cost to Council. The works are valued at \$4,030.
- f) The Developer is to pay the Council a monetary contribution of \$40,000 towards the Goulburn Waterworks Plan of Management as a form of public benefit.
- g) The Developer is required to provide security to the Council for the delivery of the Developer works and maintenance.

Note: All monetary contributions are subject to indexation at the time of payment to account for positive changes in the Consumer Price Index (CPI).

The above works and payments are to be undertaken and made at different stages, being prior to the issue of the relevant Subdivision Works Certificate or Subdivision Certificate.

The draft Planning Agreement is required to be placed on public exhibition for a minimum period of 28 days. Following a review of any submissions received during the exhibition period and any required amendments to the draft Planning Agreement the final version of the Planning Agreement may be the subject of a final legal review by Council's solicitors. In this instance the costs of the review are to be met by the Developer.

The proposed draft Planning Agreement including the guiding explanatory note are included in the **Attachment**.

Policy Considerations

- Goulburn Mulwaree Planning Agreement & Land Dedication Policy

Conclusion and Recommendation

The proposed draft Planning Agreement is both warranted and necessary for the operation of the proposed subdivision which will provide for additional residential lots in Goulburn.

Accordingly, it is recommended that the draft Planning Agreement, subject to minor tidying up and formatting, be placed on public exhibition for a minimum period of 28 days.

Following the exhibition period a post exhibition report will be prepared for Council's consideration only if submissions are received.

FINANCIAL IMPLICATIONS

The costs incurred in the preparation and execution of the planning agreement are met by the proponent. All costs incurred by the Council are to be reimbursed before the Planning Agreement is executed.

Planning Agreement

Land

100 Cathcart Street, Goulburn

Parties

GOULBURN MULWAREE COUNCIL

(Council)

CARTWRIGHT VERNER PTY LTD ACN 143 399 482

(Developer)

DRAFT

Version control table to be deleted once PA finalised		
Version	Date	Notes
V1.01	1.10.2021	Issued for comment to Developer
V1.02	1.07.2022	Developer amendments
V1.03	30.08.2022	GMC amendments
V1.04	29.09.2022	Developer amends
V1.05	13.02.2023	Prepared for legal review
V1.06	01.03.23	Maddocks review
V1.07	09.03.23	Maddocks review
V1.08	15.03.2023	Developer amends
V1.09	27/04.2023	GMC comments added
V1.10	15.06.2023	Developer agreement to draft PA

Contents

1.	Definitions	1
2.	Interpretation	5
3.	Status	6
3.1	Planning Agreement	6
3.2	Application	7
3.3	Operation of Agreement.....	7
4.	Application of section 7.11 and section 7.12	7
4.1	Application	7
5.	Satisfaction of Public Benefit condition	7
5.1	Determination of Development Cost	7
6.	Registration of this Agreement	7
6.1	Registration	7
6.2	Obligations of the Developer.....	7
6.3	Removal from Title of the Land.....	8
7.	Provision of Public Benefits	8
7.1	Designated Land.....	8
7.2	Works	8
7.3	Protection of People and Property	9
7.4	Monetary Contributions.....	9
7.5	Indexation	9
8.	Verification of Works	10
9.	Completion of Works	10
9.1	Issue of Completion Notice	10
9.2	Notice of Completion	10
9.3	Deemed Completion	11
9.4	Effect of Council Notice.....	11
9.5	New Completion Notice	11
10.	Defects liability	11
10.1	Defects Notice.....	11
10.2	Developer to Rectify Defects	12

10.3 Access to Designated Land..... 12

10.4 Inspection..... 12

10.5 Right of Council to Step-in..... 12

10.6 Consequence of Step-in..... 12

10.7 Costs of Council..... 13

10.8 Council may call on Bank Guarantee..... 13

10.9 Indemnity..... 13

11. Maintenance of Drainage Reserve and Detention Basin..... 13

11.1 Maintenance Obligations..... 13

11.2 Notice requiring Maintenance Obligations to be carried out..... 13

11.3 Expiration of the Maintenance Liability Period and return of Maintenance Security 14

12. Warranties and Indemnities..... 14

12.1 Warranties..... 14

12.2 Indemnity..... 14

13. Contamination..... 15

13.1 Definitions..... 15

13.2 Warranty and Indemnity..... 15

13.3 Contamination caused by Developer..... 15

14. Determination of this Agreement..... 16

14.1 Determination..... 16

14.2 Effect of Determination..... 16

15. Prohibition on assignment..... 16

16. Compulsory Acquisition of the Designated Land..... 16

17. Security..... 17

17.1 Delivery to Council of Bank Guarantee..... 17

17.2 Council may call on Bank Guarantee..... 17

17.3 Top Up of Bank Guarantee..... 17

17.4 Security during Defects Liability Period..... 17

17.5 Return of Bank Guarantee..... 18

17.6 Bank Guarantee Not Required for Certain Public Benefits..... 18

17.7 Return of Bank Guarantee if Land sold or Agreement assigned..... 18

18. Dispute Resolution..... 18

18.1 Notice of Dispute..... 18

18.2 Conduct Pending Resolution..... 18

18.3 Further Steps Required before Proceedings..... 19

18.4 Disputes for Mediation or Expert Determination..... 19

18.5 Disputes for Mediation..... 19

18.6 Choice of Expert..... 19

18.7 Directions to Expert20

18.8 Expert May Convene Meetings20

18.9 Other Courses of Action21

18.10 Final Determination of Expert.....21

18.11 Costs21

18.12 Remedies Available under the Act21

18.13 Urgent Relief.....21

19. Position of Council 21

19.1 Consent Authority.....21

19.2 Agreement does not Fetter Discretion21

19.3 Severance of Provisions.....21

19.4 No Obligations.....22

20. Confidentiality 22

20.1 Agreement not Confidential22

21. GST 22

21.1 Definitions22

21.2 Non-monetary Supplies.....22

21.3 Supply Expressed in Terms of Money23

21.4 Expenses and Costs Incurred23

21.5 Survival of Clause23

22. Access to Land..... 23

22.1 Application of Clause.....23

22.2 Terms of Licence.....23

23. Legal Costs 24

24. Administrative Provisions..... 24

24.1 Notices24

24.2 Entire Agreement24

24.3 Waiver.....24

24.4 Counterparts25

24.5 Unenforceability25

24.6 Power of Attorney.....25

24.7 Governing Law25

24.8 Review Requirements25

24.9 Further Agreements25

24.10 Variations.....26

24.11 Surrender of Right of Appeal.....26

24.12 Notations under section 10.7(5) of the Act26

Schedule 1 Requirements under section 7.4 of the Act 29

Schedule 2 Contract details..... 30

Schedule 3 Terms of Licence 31

Schedule 4 Public Benefits and Security 34

1. **Public benefits - OVERVIEW 34**

2. **SECURITY 36**

Schedule 5 Disclosures 37

Schedule 6 Designated Land Plan 38

Appendix A Explanatory Note1

1. **Introduction2**

2 **Parties to the Planning Agreement2**

3 **Description of the Subject Land2**

4 **Summary of objects, nature and effect of the Planning Agreement2**

5 **Assessment of the merits of the Planning Agreement4**

5.1 The planning purposes served by the Planning Agreement4

5.2 How the Planning Agreement promotes the public interest4

5.3 The impact of the Planning Agreement.....4

5.4 How the Planning Agreement promotes Council's guiding principles5

6 **Identification of whether the Planning Agreement conforms with the Council's capital works program5**

7 **Requirements of the Planning Agreement5**

Planning Agreement

DATED

PARTIES

Goulburn Mulwaree Council ABN 84 049 849 319 of 184-194 Bourke Street, Goulburn NSW 2580 (**Council**); and

CARTWRIGHT VERNER PTY LTD ACN 143 399 482 of 87 Cowper Street, Goulburn NSW 2580 (**Developer**).

BACKGROUND

- A. On 23 June 2020, the Developer made a Development Application to Council for Development Consent to carry out the Development on the Land.
- B. That Development Application was accompanied by an offer by the Developer to enter into a planning agreement with Council to provide public benefits if that Development Consent was granted.
- C. On 8 April 2021 the Council granted Development Consent (reference DA/0384/1920) to the Development subject to conditions, including deferred commencement condition (A), which required that planning agreement be entered into and executed in accordance with the Applicant's offer and as set out in that deferred commencement condition.
- D. On 23 June 2022 the Developer lodged an application to modify Development Consent (reference DA/0384/1920), being MODDA/0135/2122 (**2022 Mod**) which, among other things, sought to amend the Development Consent to amend deferred commencement condition (A) with respect to the public benefits to be provided under the planning agreement in accordance with the Developer's revised letter of offer to enter into a planning agreement with the Council.
- E. On 22 July 2022, the Council approved the 2022 Mod. Condition A requires a planning agreement to be entered into in accordance with the terms of the Applicant's offer.
- F. The Developer is the registered proprietor of the Land.
- G. The Developer has offered to enter into this Agreement with Council and has agreed to provide the Development Contributions in connection with carrying out the Development subject to and on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

1. Definitions

The following definitions apply unless the context otherwise requires:

Acceptance of Completion Notice means a notice issued by the Council to the Developer pursuant to clause 9.2.1.

Acquisition Act means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

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

Assign as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

Authority means (as appropriate) any:

- (a) federal, state or local government;
- (b) department of any federal, state or local government;
- (c) any court or administrative tribunal; or
- (d) statutory corporation or regulatory body.

Bank Guarantee means a bank guarantee from an Australian bank that is provided to the Council by the Developer under this Agreement which is:

- (a) in a form acceptable to Council;
- (b) unconditional and irrevocable; and
- (c) without an expiry date.

Business Day means between 9am and 5pm Sydney time on a day other than a Saturday, Sunday, any other local, state or federal public holiday and any day between 20 December and 10 January inclusive.

Claim against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Complete, Completed, Completion means completed in accordance with the requirements of this Agreement.

Completion Notice means a notice issued by the Developer to the Council pursuant to clause 9.1.1.

Compliance Certificate has the same meaning as in the Act.

Construction Certificate has the same meaning as in Part 6 of the Act.

Council means Goulburn Mulwaree Council.

Date of Completion means, in relation to each Item of Work, the date on which the works are Completed being the earlier of:

- (a) the date an Item of Work is deemed to have been Completed under clause 9.3; or
- (b) the date of Completion as set out in an Acceptance of Completion Notice.

Default Event means any of the following events:

- (a) a party fails to pay when due any amount payable by it under this Agreement;
- (b) a party fails to duly observe and perform any of its obligations under the Agreement;
- (c) a party gives a representation or warranty under the Agreement that is materially incorrect, untrue or misleading;
- (d) a party commits any other material breach of the Agreement; or
- (e) a party fails to comply with a material law.

Defect means anything in the Item of Works which:

- (a) adversely affects the ordinary use and/or enjoyment of that item; or
- (b) may require maintenance or rectification works to be performed on it at some time in the future as a result of the existence of the defect;

Defects Liability Period means, in relation to each Item of Works, the period during which the Developer will be liable for any defects under clause 10, as set out in Item 5 of Schedule 2.

Designated Land means that part of the Land identified as Designated Land on the plan attached at Schedule 6.

Developer means Cartwright Verner Pty Ltd ACN 143 399 482.

Development means the development of the Land by the Developer as described in Item 2 of Schedule 2.

Development Application means a development application lodged by the Developer with Council in relation to the Development as described in Item 3 of Schedule 2.

Development Consent means a development consent issued under the Act with respect to the Development Application and the Development.

Development Cost means in relation to an Item of Works:

- (a) the construction costs of that Item of Works;
- (b) any costs incurred under a building contract in relation to that Item of Works; and
- (c) any costs or expenses payable to an Authority in relation to that Item of Works,

as determined by a Quantity Surveyor in accordance with clause 5.1.

Drainage Reserve and Detention Basin means the drainage reserve and detention basin as shown on the plan attached at Schedule 6, being part of the Works.

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset;
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or

- (c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

Final Lot means a lot created in the Development for separate residential occupation and disposition, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Agreement.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the goods and services tax.

Insolvency Event means, in relation to the Developer, any of the following:

- (a) the Developer becomes insolvent;
- (b) the Developer assigns any of its property for the benefit of creditors or any class of them;
- (c) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Developer or the Developer enters into a scheme of arrangement with its creditors or is wound up;
- (d) the holder of a Security Interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (e) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 days after being made;
- (f) any step is taken to do anything listed in the above paragraphs; and
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

Item of Works means an individual item of the Works as set out in Item B of Table 1 in Schedule 4.

Land means the land described in Item 1 of Schedule 2.

Law means all applicable legislation, regulations, by-laws, common law and other binding order made by any Authority, including any applicable Planning Legislation and Environmental Law as defined at clause 13.1.

Maintenance Liability Period means the period of time, as set out in Item 6 of Schedule 2.

Maintenance Obligations has the meaning given to that term in clause 11.1 of this Agreement.

Maintenance Security means the Bank Guarantee for the maintenance of the Drainage Reserve and Detention Basin and the Stormwater Treatment Facility during the Maintenance Liability Period as set out in Table 2 of Schedule 4.

Maintenance Security Amount means the amount of security required for the Maintenance Security under clause 11 as set out in Item 7 of Schedule 2.

Monetary Contributions means the monetary contributions set out in Item C in Table 1 of Schedule 4.

Occupation Certificate means an occupation certificate as defined in section 6.4(c) of the Act.

Party means a party to this Agreement.

Planning Legislation means the Act, the *Local Government Act 1993* (NSW) and the *Roads Act 1993* (NSW), and associated regulations.

Public Benefits means the provision of the Works, the making of the Monetary Contributions and the dedication of the Designated Lands and carrying out of the Maintenance Obligations by the Developer as set out in Table 1 of Schedule 4 in accordance with this Agreement.

Quantity Surveyor means someone selected and appointed by Council from a list of Quantity Surveyors all of whom must be members of Panels for the NSW Department of Commerce or Local Government Procurement.

Residential Lot means a single lot created on the registration of a plan of subdivision as part of the Development intended to not be further subdivided and to be used for the purpose of the construction of one (1) or more residential dwellings.

Security Interest means:

- (a) any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009*); and
- (b) any agreement to create or grant any arrangement described in paragraph (a).

Security Value means the value for each Bank Guarantee required under this Agreement as set out in Table 2 of Schedule 4 under the heading Security Value.

Stormwater Treatment Facility means water sensitive urban design infrastructure associated with the Works on the Dedicated Land being the range of measures that are designed to avoid or minimise the environmental impacts of urbanisation in terms of the demand for water and the potential pollution threat to natural waterways.

Subdivision Certificate means a subdivision certificate as defined in section 6.4(d) of the Act.

Subdivision Works Certificate means a subdivision works certificate as defined in section 6.4(b) of the Act.

Works means the works specified or described in Item B in Table 1 of Schedule 4.

Works as Executed Plan means a plan that shows that construction has been completed in accordance with the engineering plans and specifications.

2. Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- 2.1.1 Any reference to a **clause, annexures and schedules** refers to a clause in, or annexure or schedule to this Agreement.

- 2.1.2 Any reference to a **statute** refers to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 2.1.3 The singular includes the plural and vice versa.
- 2.1.4 A reference to a **person** includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
- 2.1.5 A reference to **executors, administrators** or **successors** refers to a particular person that includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- 2.1.6 **Dollars, Australian dollars, dollars, \$, AUS \$ or A\$** is a reference to the lawful currency of Australia.
- 2.1.7 Where any period of time is calculated from the given day or day of an act or event, it is to be calculated exclusive of that day.
- 2.1.8 A **day** is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- 2.1.9 A **group of persons or things** is a reference to any two or more of them jointly and to each of them individually.
- 2.1.10 The words **include, including, for example** or **such as** are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 2.1.11 If an act under this Agreement to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
- 2.1.12 If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- 2.1.13 Any time of day referenced in this agreement is a reference to Sydney time.
- 2.1.14 Headings (including those in brackets at the beginning of clauses) are for convenience only and do not affect the interpretation of this Agreement.
- 2.1.15 A reference to any agreement, Agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
- 2.1.16 A reference to one gender extends and applies to the other.

3. Status

3.1 Planning Agreement

- 3.1.1 This Agreement is a planning agreement:
- (a) within the meaning set out in section 7.4(1) of the Act; and
 - (b) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3.1.2 Schedule 1 sets out the application of section 7.4 of the Act in this Agreement.

3.2 Application

This Agreement applies to both the Land and the Development.

3.3 Operation of Agreement

3.3.1 This Agreement operates from the date it is executed by both Parties.

4. Application of section 7.11 and section 7.12

4.1 Application

4.1.1 The application of sections 7.11 and 7.12 of the Act to the Development are excluded to the extent set out in Items 4 and 5 of Schedule 1.

4.1.2 The Public Benefits are to be taken into consideration in determining a development contribution under section 7.11 of the Act with respect to the Development to the extent set out in Item 6 of Schedule 1.

5. Satisfaction of Public Benefit condition

5.1 Determination of Development Cost

5.1.1 Upon Completion of any Item of Works the Developer must within 5 Business Days notify Council in writing of the Completion of that Item of Works.

5.1.2 Upon receipt of written notification given under clause 5.1.1, the Council shall, at the Developer's costs, appoint a Quantity Surveyor to assess the Development Cost of the relevant Items of Works the subject of the notice given under clause 5.1.1. The Quantity Surveyor shall issue a certificate in favour of both Council and the Developer as to the Development Cost of the relevant Item of Works.

5.1.3 The determination of the Quantity Surveyor as to the Development Cost of an Item of Works is conclusive and binding on the Parties except in the case of manifest error.

5.1.4 The Developer shall, within 15 Business Days of receipt of an invoice in relation to the Quantity Surveyor costs incurred pursuant to an assessment of Development Cost under this clause, pay that invoice as directed by Council.

6. Registration of this Agreement

6.1 Registration

This Agreement must be registered on the title of the Land pursuant to section 7.6 of the Act.

6.2 Obligations of the Developer

6.2.1 The Developer must, within 30 Business Days of execution of this Agreement:

- (a) do all things necessary to allow the registration of this Agreement to occur, including but not limited to obtaining the consent of any mortgagee registered on the title of the Land; and
 - (b) pay any costs incurred by Council in undertaking that registration.
- 6.2.2 The Developer must provide Council with evidence that the Agreement has been registered on the title to the Land within 10 Business Days of registration.
- 6.3 **Removal from Title of the Land**
 - 6.3.1 Council will do all things necessary to allow the Developer to remove the registration of this Agreement from the title of the Land where the Developer has:
 - (a) provided all Monetary Contributions;
 - (b) Completed the Works; and
 - (c) dedicated the Designated Land; or
 - (d) the Development Consent is surrendered in accordance with the Planning Legislation and that surrender is accepted by Council.
 - 6.3.2 The Developer must pay any costs incurred by Council in undertaking that discharge.

7. Provision of Public Benefits

7.1 Designated Land

- 7.1.1 The Developer must dedicate the Designated Land to Council:
 - (a) free of any trusts, estates, interests, covenants and Encumbrances;
 - (b) by the by the time specified in Item A in Table 1 of Schedule 4; and
 - (c) at no cost to Council.
- 7.1.2 The Developer must meet all costs associated with the dedication of the Designated Land in accordance with clause 7.1.1, including any costs incurred by Council in relation to that dedication.
- 7.1.3 Council must do all things reasonably necessary to enable the Developer to comply with clause 7.1.1.

7.2 Works

The Developer, at its cost, must:

- 7.2.1 if necessary, obtain any consents, approvals or permits required by a relevant Authority, for the conduct of the Works;
- 7.2.2 carry out and complete each Item of Works by the time specified in Item B in Table 1 of Schedule 4; and

- 7.2.3 carry out and complete the Works:
 - (a) in accordance with the requirements of, or consents issued, by any relevant Authority;
 - (b) in accordance with the reasonable requirements of Council and any applicable Development Consent and any design or specification specified or approved by the Council acting reasonably; and
 - (c) in a proper and workmanlike manner complying with current industry practice and standards, including applicable Australian standards.

7.3 Protection of People and Property

The Developer is to use all reasonable endeavours in relation to the performance of its obligations under this Agreement to ensure that:

- 7.3.1 all necessary measures are taken to protect people and property;
- 7.3.2 unnecessary interference with the passage of people and vehicles is avoided; and
- 7.3.3 nuisances and unreasonable noise and disturbances are prevented.

7.4 Monetary Contributions

The Developer must make the Monetary Contributions to Council in accordance with Item C in Table 1 of Schedule 4.

7.5 Indexation

- 7.5.1 The amount of each Monetary Contribution will be indexed in accordance with the following formula:

$$\frac{A = B \times C}{D}$$

where:

A = the indexed amount;

B = the value of the Monetary Contribution as set out in Schedule 4;

C = the Index most recently published before the date that the relevant item is provided, completed or paid as the case may be; and

D = the Index current as at the date the agreement comes into effect.

If **A** is less than **B** then the amount of the relevant Monetary Contribution will not change.

- 7.5.2 For the purposes of clause 7.5.1:
 - (a) each component of the Monetary Contribution is indexed as at the date it is paid; and
 - (b) the Index means the *Consumer Price Index (All Groups) for Sydney* or such other index which replaces it from time to time.

8. Verification of Works

- 8.1.1 The Developer must, prior to commencing any Works and at its own cost, engage an independent third-party consultant (**Consultant**) with proven specialised expertise in the design, inspection and commissioning of water sensitive urban design devices and in particular the devices covered by this Agreement.
- 8.1.2 Within seven (7) days of engaging the Consultant, the Developer must provide Council with the details of the Consultant, including the Consultant's name, and curriculum vitae setting out the Consultant's proven specialised expertise in the design, inspection and commissioning of water sensitive urban design devices.
- 8.1.3 When issuing a Completion Notice in accordance with clause 9.1, the Developer must provide the Council with independent written verification from the Consultant that the relevant Works have been completed:
- i. in accordance with this Agreement and any consents, approvals or permits required by a relevant Authority as specified in clause 7.2;
 - ii. in accordance with the scope and specifications for the Works as set out in Item B in Table 1 of Schedule 4, or as set out in any variation approved in accordance with clause 24.10; and
 - iii. in accordance with industry best practice.

9. Completion of Works

9.1 Issue of Completion Notice

- 9.1.1 No later than fourteen (14) Business Days after the Completion of an **Item of Works** the Developer is to submit to Council a full Works as Executed Plan and any supporting documentation relied upon to verify completion including the written verification of the Consultant procured under clause 8 with the completion notice for the Works Completed (**Completion Notice**).
- 9.1.2 The Developer, being the copyright owner in the Works as Executed Plan, assigns the copyright in the Works as Executed Plan to Council free of cost to Council.
- 9.1.3 If the Developer is not the copyright owner of the Work as Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works as Executed Plan at the Developer's expense.
- 9.1.4 Council may require, at its absolute discretion, the provision of a Compliance Certificate to accompany the Completion Notice.

9.2 Notice of Completion

Council must provide notice in writing to the Developer within fourteen (14) Business Days of receipt of the Completion Notice that the relevant Item of Works the subject of a Completion Notice:

- 9.2.1 has been Completed (**Acceptance of Completion Notice**); or
- 9.2.2 will need to be inspected, tested or assessed prior to issuing an Acceptance of Completion Notice; or

- 9.2.3 has not been Completed, in which case the notice must also detail:
 - (a) those aspects of the Item of Works which have not been Completed; and
 - (b) the work Council requires the Developer to carry out in order to rectify those deficiencies.

9.3 Deemed Completion

If Council does not provide the Developer with notice within the time specified in clause 9.2, the Item of Works subject of a Completion Notice will be deemed to have been Completed on the date nominated in the Completion Notice.

9.4 Effect of Council Notice

9.4.1 Where Council serves notice on the Developer pursuant to clause 9.2.2 or 9.2.3, the Developer must:

- (a) rectify the deficiencies in that item in accordance with that notice within a reasonable time (not being less than fourteen (14) days from the date it is issued by Council); or
- (b) serve a notice on Council that it disputes the matters set out in the notice.

9.4.2 Where the Developer:

- (a) serves notice on Council in accordance with clause 9.4.1(b) the dispute resolution provisions of this Agreement apply; or
- (b) rectifies the Works in accordance with clause 9.4.1(a) it must serve upon Council a new Completion Notice for the Works it has rectified (**New Completion Notice**).

9.5 New Completion Notice

- (a) The provisions of clauses 9.1 to 9.5 (inclusive) apply to any New Completion Notice issued by the Developer.
- (b) Without limitation to clause 8, the Consultant must verify that the relevant Works the subject of rectification pursuant to a notice issued by Council under clause 9.2.3 have been completed in accordance with the requirements of that notice.

10. Defects liability

10.1 Defects Notice

10.1.1 Where any Item of Works is Complete, but that item contains a Defect, Council may issue a notice to the Developer (**Defects Notice**) concerning that Item of Works but only during the relevant Defects Liability Period.

10.1.2 A Defects Notice must contain the following information:

- (a) the nature and extent of the Defect;
- (b) the work Council requires the Developer to carry out in order to rectify the Defect; and

- (c) the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days).

10.2 **Developer to Rectify Defects**

- 10.2.1 The Developer must rectify the Defects contained within a Defects Notice prior to the date specified in the Defects Notice.
- 10.2.2 The Developer must follow the procedure set out in clause 8 in respect of the Completion of the rectification of any Defect as if a reference in that clause to an Item of Works is a reference to the relevant Defect.

10.3 **Access to Designated Land**

If the Developer is required to access, use and occupy any part of the Designated Land for the purpose of discharging its obligations under this clause 10 after the relevant Designated Land has been dedicated or transferred to Council, Council will grant a fee free licence to the Developer:

- 10.3.1 with respect to so much of the relevant Designated Land; and
- 10.3.2 for such period;

that is reasonably necessary to allow the Developer to properly discharge those obligations.

10.4 **Inspection**

- 10.4.1 Council may undertake an audit, inspection or testing of developer work under suspicion of non-compliance of this Agreement or any legislation with or without giving reasonable notice in accordance with the relevant legislative requirements.
- 10.4.2 The Developer is to provide Council with any assistance that is reasonably required by Council to enable Council to undertake any audit, inspection or test of the Works.

10.5 **Right of Council to Step-in**

Council may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Defects Notice where the Developer has failed to comply with a Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.

10.6 **Consequence of Step-in**

If Council elects to exercise the step-in rights granted to it under clause 10.5 then:

- 10.6.1 Council may:
 - (a) enter upon any part of the Land reasonably required to exercise those step-in rights; and
 - (b) rectify the relevant Defects in accordance with the Defects Notice;
- 10.6.2 the Developer must not impede or interfere with Council in exercising those rights; and
- 10.6.3 Council may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

10.7 Costs of Council

Where Council exercises its step-in rights under clause 10.6, it may:

- 10.7.1 call upon the Bank Guarantees provided by the Developer pursuant to clause 17 to meet any costs for which the Developer is liable under clause 10.6; and
- 10.7.2 recover as a debt due in a court of competent jurisdiction any difference between the amount of the Bank Guarantees and the costs incurred by Council in rectifying the Defects.

10.8 Council may call on Bank Guarantee

- 10.8.1 If the Developer does not comply with the terms of this clause, Council may issue the Developer with a notice requiring the Developer to rectify the relevant default within twenty (20) Business Days from the date of that notice.
- 10.8.2 If the Developer fails to comply with a notice issued under clause 10.8.1 above, Council, without limiting any other avenues available to it, may call on the relevant Bank Guarantee provided pursuant to clause 17 to the extent necessary to reimburse Council for any costs incurred by it in rectifying the relevant default of the Developer.

10.9 Indemnity

The Developer indemnifies Council against any Claim to the extent that the Claim arises as a direct result of a breach of this clause 10 by the Developer.

11. Maintenance of Drainage Reserve and Detention Basin**11.1 Maintenance Obligations**

11.1.1 The Developer must:

- (a) maintain the Drainage Reserve and Detention Basin in the manner and extent described in Item D in Table 1 of Schedule 4; and
- (b) for the period described in Item D in Table 1 of Schedule 4 (timing),

at no cost to the Council (the **Maintenance Obligations**).

11.1.2 For the avoidance of doubt, the Drainage Reserve and Detention Basin must be maintained in accordance with the Maintenance Obligations.

11.1.3 The Developer must keep a written record of maintenance undertaken of the Drainage Reserve and Detention Basin and provide a copy to Council upon request.

11.2 Notice requiring Maintenance Obligations to be carried out

11.2.1 If the Council, acting reasonably, is not satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 with respect of the Drainage Reserve and Detention Basin, or additional maintenance is required the Council may, by notice in writing:

- (a) direct the Developer to undertake the required maintenance; and

- (b) specify a time by which the Maintenance Obligation is required.
- 11.2.2 Upon receipt of a notice from the Council in accordance with clause 11.2.1 (**Notice**), the Developer must:
 - (a) carry out the Maintenance Obligation in accordance with the Notice; and
 - (b) provide the Council with written confirmation that the Maintenance Obligation has been satisfied, together with any relevant documentation confirming that the Notice has been complied with.
- 11.3 **Expiration of the Maintenance Liability Period and return of Maintenance Security**
 - 11.3.1 At the expiration of the Maintenance Liability Period, the Developer may provide a notice in writing to the Council:
 - (a) stating that the Maintenance Liability Period has expired; and
 - (b) requesting the return of the Maintenance Security.
 - 11.3.2 Within thirty (30) days of receipt of a notice in accordance with clause 11.2.2, the Council will undertake an inspection of the Drainage Reserve and Detention Basin (**Site Inspection**).
 - 11.3.3 If, following the Site Inspection, the Council (acting reasonably):
 - (a) is satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 as at the date of the Site Inspection, the Council will return the Maintenance Security to the Developer within thirty (30) days; or
 - (b) is not satisfied that the Maintenance Obligations have been carried out in accordance with clause 11.1 as at the date of the Site Inspection, the Council may issue the Developer with a Notice in accordance with clause 11.2; and
 - (c) will return the Maintenance Security within thirty (30) days of receipt of written confirmation from the Developer in accordance with clause 11.2.2 to Council's satisfaction.

12. Warranties and Indemnities

12.1 Warranties

The Developer warrants to Council that:

- 12.1.1 it is able to fully comply with its obligations under this Agreement;
- 12.1.2 it has full capacity to enter into this Agreement; and
- 12.1.3 there is no legal impediment to it entering into this Agreement, or performing the obligations imposed under it.

12.2 Indemnity

Without limiting any other indemnities provided in this Agreement, the Developer indemnifies Council in respect of any Claim that may arise as a result of the conduct of the Works, but only

to the extent that any such Claim does not arise as a result of the negligent acts or omissions of Council.

13. Contamination

13.1 Definitions

For the purpose of this clause:

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Contaminated means subject to Contamination.

Environment means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or man-made or modified features or structures,
- (f) and includes ecosystems and all elements of the biosphere.

Environmental Law means all laws relating to the protection of or prevention of harm to the Environment including but not limited to any law relating to the use of land, planning, environmental assessment, the environmental or historic heritage, water, water catchments, pollution of air, soil, ground water or surface water, noise, soil, chemicals, pesticides, hazardous goods, building regulation, occupation of buildings, public health or safety, occupational health and safety, environmental hazard, any aspect of protection of the environment or the enforcement or administration of any of those laws (whether those laws arise under statute or the common law or pursuant to any permit, licence, approval, notice, decree, order or directive of any governmental agency or otherwise).

13.2 Warranty and Indemnity

The Developer warrants that:

- 13.2.1 except as disclosed in Schedule 5 of this Agreement, the Designated Land is not Contaminated; and
- 13.2.2 the Developer indemnifies and must keep indemnified Council against all liability for and associated with all Contamination present in, on or under the Designated Land as at the date of dedication or transfer of the Designated Land to Council in accordance with this Agreement.

13.3 Contamination caused by Developer

- 13.3.1 If Contamination in, on or under the Land or land which is outside the boundary of the Land is caused or contributed to by the Developer or as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, the Developer will, at its own cost and within a reasonable time, remediate the

Contamination to a standard suitable for the current and proposed future use of that land.

- 13.3.2 Where Contamination is caused or contributed to by the Developer as a direct consequence of the Works being undertaken or carried out by the Developer under this Agreement, and that Contamination is in, on or under any land that is owned or occupied by the Council, or under the management and control of the Council, the Developer indemnifies and must keep indemnified Council against all liability for and associated with all such Contamination.

14. Determination of this Agreement

14.1 Determination

This Agreement will determine upon the Developer satisfying all of its obligations under the Agreement.

14.2 Effect of Determination

Upon the determination of this Agreement Council will do all things necessary to allow the Developer to remove this Agreement from the title of the whole or any part of the Land as quickly as possible.

15. Prohibition on assignment

- 15.1 The Developer must not Assign its rights or obligations under this Agreement without the prior written consent of the Council.

- 15.2 The Developer must not Assign its interest in the Land, other than a single Residential Lot approved pursuant to a Development Consent and created by the registration of a plan of subdivision, unless:

- 15.2.1 Council consents to the Assignment; and

- 15.2.2 the Developer has, at no cost to Council, first procured that the proposed assignee enters into an agreement on terms reasonably satisfactory to the Council under which the assignee agrees to be bound by the terms of this Agreement with respect to the relevant part of the Land being Assigned.

16. Compulsory Acquisition of the Designated Land

- 16.1 The Developer consents to the compulsory acquisition of the Designated Land:

- 16.1.1 in accordance with the Acquisition Act; and

- 16.1.2 on the terms set out in this clause 16.

- 16.2 Council may only acquire the Designated Land compulsorily in accordance with the Acquisition Act if the Developer has committed a Default Event with respect to the dedication of that land under this Agreement.

- 16.3 If Council acquires the Designated Land compulsorily in accordance with the Acquisition Act:

- 16.3.1 the Developer agrees that the compensation payable to it on account of that acquisition under the Acquisition Act is \$1.00; and
- 16.3.2 Council must complete that acquisition within twelve (12) months of the relevant Default Event.
- 16.4 The Parties agree that the provisions of this clause 16 are an agreement with respect to the compulsory acquisition of the Designated Land for the purpose of section 30 of the Acquisition Act.

17. Security

17.1 Delivery to Council of Bank Guarantee

The Developer must deliver to Council one or more Bank Guarantees:

- 17.1.1 in the amount(s) equal to the sum of the Security Value; and
- 17.1.2 by the time specified in Table 2 of Schedule 4.

17.2 Council may call on Bank Guarantee

17.2.1 Council may make an appropriation from the Bank Guarantee (and the proceeds of the Bank Guarantee, including any interest earned in respect of such proceeds) at any time, without prior notice to the Developer, in such amount as the Council, acting reasonably, thinks appropriate for the provision of the Works, the costs of rectifying any default by the Developer under this Agreement, ensuring due and proper performance of the Developer's obligations under this Agreement if:

- (a) an Insolvency Event occurs in respect of the Developer;
- (b) the Developer fails to deliver, or comply with its obligations under this Agreement in relation to the delivery of the Works (including with respect to the rectification of Defects), and such failure has not been rectified to the reasonable satisfaction of the Council within fourteen (14) days of receipt of written notice requiring performance of its obligations; or
- (c) the Developer fails to provide the Public Benefits in accordance with this Agreement.

17.2.2 Within ten (10) days of the Council making an appropriation from the Guarantee, Council must notify the Developer of that appropriation.

17.3 Top Up of Bank Guarantee

Within fourteen (14) days of being requested to do so by the Council the Developer must ensure that the amount secured by any Bank Guarantee is returned to the relevant level set out in clause 17.1.

17.4 Security during Defects Liability Period

17.4.1 Upon the Completion of an Item of Works and the commencement of the Defects Liability Period, the Council must return any Bank Guarantees held by it with respect to the relevant Item of Works.

17.4.2 In exchange, the Developer must provide the Council with one (1) or more Bank Guarantees in a form acceptable to Council for an amount equal to twenty per cent (20%) of the sum of the Security Value for that Item of Works.

17.5 **Return of Bank Guarantee**

Council must return any remaining Bank Guarantees to the Developer within thirty (30) days from the expiration of the Defects Liability Period for the last Item of Works that is Completed.

17.6 **Bank Guarantee Not Required for Certain Public Benefits**

A Bank Guarantee under this clause 17 is not required to be provided with respect to the Designated Land or any Monetary Contribution.

17.7 **Return of Bank Guarantee if Land sold or Agreement assigned**

If the Developer sells or transfers the Land, or Assigns its rights and obligations under this Agreement or novates this Agreement in accordance with clause 15, the Council must release and return the Bank Guarantee to the Developer within twenty (20) Business Days of the date the purchaser, transferee, assignee or novate provides the Council with a replacement Bank Guarantee following such a sale, transfer, assignment or novation in the full amount of the Bank Guarantee that the Council is entitled to hold under this Agreement.

18. **Dispute Resolution**

18.1 **Notice of Dispute**

18.1.1 If a dispute between the Parties arises in connection with this Agreement or its subject matter (**Dispute**), then either party (**First Party**) must give to the other (**Second Party**) a notice which:

- (a) is in writing;
- (b) adequately identifies and provides details of the Dispute;
- (c) stipulates what the First Party believes will resolve the Dispute; and
- (d) designates its representative (**Representative**) with the necessary authority to negotiate and resolve the Dispute.

18.1.2 The Second Party must, within seven (7) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person with the necessary authority to negotiate and settle the Dispute (the representatives designated by the Parties being together, the **Representatives**).

18.2 **Conduct Pending Resolution**

The Parties must continue to perform their respective obligations under this Agreement if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other Parties against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.

18.3 Further Steps Required before Proceedings

Subject to clause 18.12 and except as otherwise expressly provided in this Agreement, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 18.5 or determination by an expert under clause 18.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within seven (7) Business Days of the date a notice under clause 18.1 is served.

18.4 Disputes for Mediation or Expert Determination

If the Representatives have not been able to resolve the Dispute, then the Parties must agree within seven (7) Business Days to either refer the matter to mediation under clause 18.5 or expert resolution under clause 18.6.

18.5 Disputes for Mediation

18.5.1 If the Parties agree in accordance with clause 18.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the Parties and, if the Parties cannot agree within seven (7) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.

18.5.2 If the mediation referred to in clause 18.5.1 has not resulted in settlement of the Dispute and has been terminated, the Parties may agree to have the matter determined by expert determination under clause 18.6.

18.6 Choice of Expert

18.6.1 If the Dispute is to be determined by expert determination, this clause 18.6 applies.

18.6.2 The Dispute must be determined by an independent expert in the relevant field:

- (a) agreed between and appointed jointly by the Parties; or
- (b) in the absence of agreement within seven (7) Business Days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.

18.6.3 If the Parties fail to agree as to the relevant field within seven (7) Business Days after the date that the matter is required to be determined by expert determination, either party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on the Parties.

18.6.4 The expert appointed to determine a Dispute:

- (a) must have a technical understanding of the issues in dispute;
- (b) must not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
- (c) must inform the Parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.

18.6.5 The Parties must promptly enter into an agreement with the expert appointed under this clause setting out the terms of the expert's determination and the fees payable to the expert.

18.7 Directions to Expert

18.7.1 In reaching a determination in respect of a dispute under clause 18.6, the independent expert must give effect to the intent of the Parties entering into this Agreement and the purposes of this Agreement.

18.7.2 The expert must:

- (a) act as an expert and not as an arbitrator;
- (b) not accept verbal submissions unless both Parties are present;
- (c) on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;
- (d) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
- (e) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
- (f) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party fourteen (14) Business Days to make further submissions;
- (g) issue a final certificate stating the expert's determination (together with written reasons); and
- (h) act with expedition with a view to issuing the final certificate as soon as practicable.

18.7.3 The Parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:

- (a) a short statement of facts;
- (b) a description of the Dispute; and
- (c) any other documents, records or information which the expert requests.

18.8 Expert May Convene Meetings

18.8.1 The expert must hold a meeting with all of the Parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

18.8.2 The Parties agree that a meeting under clause 18.8.1 is not a hearing and is not an arbitration.

18.9 Other Courses of Action

If:

18.9.1 the Parties cannot agree in accordance with clause 18.3 to refer the matter to mediation or determination by an expert; or

18.9.2 the mediation referred to in clause 18.5 has not resulted in settlement of the dispute, the mediation has been terminated and the Parties have not agreed to refer the matter to expert determination within seven (7) Business Days after termination of the mediation;

then either party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

18.10 Final Determination of Expert

The Parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

18.11 Costs

If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.

18.12 Remedies Available under the Act

This clause 18 does not operate to limit the availability of any remedies available to Council under sections 9.45 and 9.46 and Division 9.6 of the Act.

18.13 Urgent Relief

This clause 18 does not prevent a party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this Agreement.

19. Position of Council

19.1 Consent Authority

The Parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the Planning Legislation.

19.2 Agreement does not Fetter Discretion

This Agreement is not intended to operate to fetter:

19.2.1 the power of Council to make any Law; or

19.2.2 the exercise by Council of any statutory power or discretion (**Discretion**).

19.3 Severance of Provisions

19.3.1 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this

Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 19 is substantially satisfied;
- (b) in the event that clause 19.3.1(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the Parties on relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.

19.3.2 Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to the extent of this Agreement is not to be taken to be inconsistent with the Law.

19.4 No Obligations

Nothing in this Agreement will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Development Consent, the Land or the Development in a certain manner.

20. Confidentiality

20.1 Agreement not Confidential

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

21. GST

21.1 Definitions

In this clause:

Taxable Supply, GST, Tax Invoice and **Input Tax Credit** have the same meaning given to them in GST Law.

21.2 Non-monetary Supplies

21.2.1 The Parties agree that any non-monetary supplies made by one party to the other pursuant to this agreement (including Works and the dedication of land) will be exempt from GST pursuant to Division 82 of the GST Law.

21.2.2 In the event that one party reasonably believes that the non-monetary supply it makes to the other is a Taxable Supply then the Parties agree to negotiate in good faith to agree to the GST inclusive market value of that Taxable Supply as follows:

- (a) The party making the Taxable Supply will issue a Tax Invoice to the other as soon as practicable after agreeing to the GST inclusive market value and will disclose the amount of GST included in the GST inclusive market value.

- (b) The recipient of the Taxable Supply will pay to the other party the amount of the included GST within fifteen (15) days of receiving the Tax Invoice.

21.2.3 In the event that both Parties reasonably believe that each make a non-monetary Taxable Supply to the other, any GST payable by one party to the other will be offset against each other and any net difference will be paid by the party with the greater obligation.

21.3 Supply Expressed in Terms of Money

If any party reasonably believes that it is liable to pay GST on a supply expressed in terms of money (or where the consideration for the supply is expressed in terms of money) and made to the other party under this Agreement and the supply was not expressed to include GST, then:

- 21.3.1 the recipient of the supply must pay an amount equal to the GST on that supply to the other party;
- 21.3.2 the party making the supply will issue a Tax Invoice to the other party; and
- 21.3.3 the recipient of the supply will pay the amount of the GST to the supplier within fifteen (15) days of receiving the Tax Invoice.

21.4 Expenses and Costs Incurred

If any expenses or costs incurred by one party are required to be reimbursed by the other party under this Agreement, then the amount of the reimbursement will be calculated as follows:

- 21.4.1 The amount of the cost or expense incurred by the party seeking reimbursement will be initially calculated excluding any Input Tax Credit to which that party is entitled to claim.
- 21.4.2 This amount initially calculated will be increased by the applicable rate of GST to equal a GST inclusive reimbursement amount and this amount will be paid by the party liable to make the reimbursement.
- 21.4.3 The party being reimbursed will issue a Tax Invoice to the other at the GST inclusive reimbursement amount prior to being reimbursed.

21.5 Survival of Clause

This clause 21 continues to apply after the expiration or termination of this Agreement.

22. Access to Land

22.1 Application of Clause

This clause applies if the Developer accesses, uses and/or occupies any land owned by Council in performing its obligations or exercising its rights under this Agreement (**Necessary Access**).

22.2 Terms of Licence

The terms of Schedule 3 apply to any Necessary Access.

23. Legal Costs

The Developer shall bear its own costs and those of Council in relation to the preparation, negotiation, execution and registration of this Agreement and any document related to this Agreement.

24. Administrative Provisions**24.1 Notices**

24.1.1 Any notice, consent or other communication under this Agreement must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) sent by email to that person's email address.

24.1.2 A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; and
- (c) if sent by email to a person's email address and a confirmation of receipt can be retrieved, on the day it was sent if a Business Day, otherwise on the next Business Day.

24.1.3 For the purpose of this clause the address of a person is the address set out in this Agreement or another address of which that person may from time to time give notice to each other person.

24.2 Entire Agreement

This Agreement is the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

24.3 Waiver

24.3.1 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Parties to be bound by the waiver.

24.3.2 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.

24.3.3 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach in any other circumstance or instance.

24.4 Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

24.5 Unenforceability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

24.6 Power of Attorney

Each attorney who executes this Agreement on behalf of a party declares that the attorney has no notice of:

- 24.6.1 the revocation or suspension of the power of attorney by the grantor; or
- 24.6.2 the death of the grantor.

24.7 Governing Law

The law in force in the State of New South Wales governs this Agreement. The Parties:

- 24.7.1 submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this Agreement; and
- 24.7.2 may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

24.8 Review Requirements

- 24.8.1 The Parties agree to review during the event that either party believes that a change in circumstance has or will occur that will affect the operation and carrying out of this agreement.
- 24.8.2 Review of this agreement is required if any Legislation is introduced or changed to the affect that it would limit, stop, substantially change or otherwise hinder the operation or implementation of this agreement in the opinion of either Party.
- 24.8.3 The Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this agreement should reasonable and necessary amendments be identified.
- 24.8.4 If this agreement becomes illegal, unenforceable or invalid as a result of any change to Legislation, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

24.9 Further Agreements

This Agreement does not restrict further agreements between the Parties that are not inconsistent with this Agreement.

24.10 Variations

- 24.10.1 The design or specification of Works may be varied by agreement in writing between the Parties without the need to amend this Agreement.
- 24.10.2 The Developer may, by written notice to Council, propose any variation to design or specifications of any Works (**Works Variation Notice**).
- 24.10.3 Council must, within fourteen (14) days of receipt of a Works Variation Notice respond in writing, by either:
- (a) agreeing to any or all variations proposed in the Works Variation Notice; or
 - (b) proposing an alternate variation to any or all variations proposed in the Works Variation Notice (**Alternate Variation**); or
 - (c) refusing any or all variations proposed in the Works Variation Notice if that variation(s) would, in Council's opinion, adversely affect the public benefit being provided under this Agreement.
- 24.10.4 The Developer must within seven (7) days after receiving a notice in accordance with clause 24.10.3(b), notify Council in writing whether the Alternate Variation can be effected, and, if it can be effected, the Developer's estimate of the:
- (a) effect on the progress of the Development (including the Date of Completion); and
 - (b) cost (including all warranties and time-related costs, if any) of the Alternate Variation.
- 24.10.5 Council must within seven (7) days of receipt of a written notice under clause 24.10.4, in writing either accept or reject the Alternate Variation.
- 24.10.6 Council may, by written notice to the Developer, reasonably require the Developer to vary the design or specification of the Works, in which case the Developer must comply with that requirement unless the Alternate Variation:
- (a) materially affects the Development;
 - (b) materially reduces the financial return or profitability of the Development; or
 - (c) will result in increased cost or delay in the Works undertaken by the Developer.

24.11 Surrender of Right of Appeal

The Developer is not to commence or maintain any proceedings in any court, tribunal or similar appealing against or questioning the validity of this agreement or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Agreement.

24.12 Notations under section 10.7(5) of the Act

Council may, at its absolute discretion, make a notation on a planning certificate issued under section 10.7(5) of the Act detailing the application or affect the planning agreement has on the Land.

DRAFT

Signing Page

Executed by the Parties as a deed:

Executed by **CARTWRIGHT VERNER PTY LTD**)
ACN 143 399 482 in accordance with s 127(1) of the)
Corporations Act 2001:)
)

..... Signature of Director (or Company Secretary)

..... Print full name

Signed, sealed and delivered for
GOULBURN MULWAREE COUNCIL
(ABN 84 049 849 319) by its duly
authorised officer, in the presence of:

..... Signature of witness

..... Signature of officer

..... Name

..... Name of officer

..... Address of witness

..... Position of officer

DRAFT

Schedule 1 Requirements under section 7.4 of the Act

ITEM	REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
1.	<p>Planning instrument and/or Development Application – (Section 7.4(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
2.	<p>Description of land to which this agreement applies – (Section 7.4(3)(a))</p>	<p>The land to which the Agreement applies is the Land, as set out in Item 1 of Schedule 2.</p>
3.	<p>Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))</p>	<p>N/A</p>
4.	<p>Application of section 7.11 of the Act – (Section 7.4(3)(d))</p>	<p>The application of section 7.11 of the Act is excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections section 7.11 will not be required to be paid.</p>
5.	<p>Applicability of section 7.12 of the Act – (Section 7.4(3)(d))</p>	<p>The application of section 7.12 of the Act is excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under section 7.12 will not be required to be paid.</p>
6.	<p>Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))</p>	<p>The Public Benefits are not to be taken into consideration in determining a development contribution under section 7.11 of the Act.</p>
7.	<p>Mechanism for Dispute resolution – (Section 7.4(3)(f))</p>	<p>Refer to clause 18 of the Agreement.</p>
8.	<p>Enforcement of this agreement – (Section 7.4(3)(g))</p>	<p>Refer to clauses 6 and 18 of the Agreement.</p>
9.	<p>No obligation to grant consent or exercise functions – (Section 7.4(3)(9))</p>	<p>Refer to clause 19.4 of the Agreement.</p>

Schedule 2 Contract details

ITEM		DESCRIPTION
1.	Land	Lot 2 in DP1232721 100 Cathcart Street, Goulburn NSW 2580.
2.	Development	11 Lot Residential Subdivision
3.	Development Application	DA/0384/192 Modified by MODDA/0012/2122; and Modified by MODDA/0135/2122.
4.	Instrument Change	N/A
5.	Defects Liability Period (clause 10.1)	24 months from the relevant Date of Completion
6.	Maintenance Liability Period (clause 11)	Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot
7.	Maintenance Security Amount (clause 11)	\$5,000

DRAFT

Schedule 3 Terms of Licence

1. Definitions

For the purposes of this Schedule 3:

- 1.1.1 the **Land** is the land being accessed under the Licence;
- 1.1.2 the **Licence** means the licence of the Land to which this Schedule applies;
- 1.1.3 the **Licensee** is the party accessing the Land; and
- 1.1.4 the **Licensor** is the owner of the Land.

2. Licence

2.1 Personal Rights

- 2.1.1 The Licence is personal to the Licensee.
- 2.1.2 The Licensee may not encumber, assign or transfer (either directly or indirectly) the Licence without the prior written consent of the Licensor.
- 2.1.3 The Licensor may refuse the granting of consent under clause 2.1.2 without reason and at its absolute discretion.

2.2 Leasehold Interest

This deed does not grant to the Licensee a leasehold interest in the Land. The parties agree that:

- 2.2.1 the Licence does not confer exclusive possession of the Land on the Licensee;
- 2.2.2 the Licensee may not exclude the Licensor, its officers, employees and invitees from:
 - (a) entry onto the Land; and/or
 - (b) the performance of any works on the Land;

provided that such entry onto and/or performance of work on the Land does not unreasonably interfere with the activities being carried out on the Land by the Licensee;
- 2.2.3 the Licensee does not have any right to quiet enjoyment of the Land; and
- 2.2.4 the Licensee will not at any time seek to enforce an interest in the Land in competition with the interest held by the Licensor.

3. Compliance with authorities

3.1 No Warranty as to Suitability for Use

The Licensee acknowledges and agrees that the Licensor has not made any representation or warranty to the Licensee regarding the suitability of the Land for the purposes of the Licensee.

3.2 Compliance with the Terms of the Consents

The Licensee must comply with the requirements of all Authorities in relation to its access to the Land and the conduct of any activities on it by the Licensee.

3.3 Compliance with Directions from Authorities

The Licensee must comply with all notices, directions, orders or other requests served upon itself or the Licensor and which arise from the conduct of any activities on the Land by the Licensee.

3.4 Obtaining Further Consents

3.4.1 If the Licensee requires further consents to conduct activities on the Land it must:

- (a) make such applications itself; and
- (b) bear all costs incurred by it in relation to obtaining the relevant consent.

3.4.2 The Licensor agrees that it will, where required, sign all authorities reasonably required by the Licensee to make any application to any Authority.

4. Limitation of the Licensor's liability**4.1 Insurances**

4.1.1 The Licensee must effect and keep current and in force the following policies of insurance:

- (a) a Broadform Public Liability Insurance policy with a reputable insurance company approved by the Licensor in an amount of \$20,000,000 for any one occurrence in respect of any liability for:
 - (i) personal injury or death of any person; and
 - (ii) loss or damage to property;
- (b) Workers compensation insurance under the *Workers Compensation Act 1987* covering all persons employed or deemed to be employed by the Licensee in connection with the conduct of the activities on the Land by the Licensee;
- (c) A comprehensive policy of motor vehicle insurance or an unlimited third party property insurance policy in respect of all motor vehicles used in the performance of the activities on the Land by the Licensee; and
- (d) A contractor's risk policy of insurance in respect of all plant and equipment (including unregistered motor vehicles) used in the conduct of the activities on the Land by the Licensee.

4.1.2 The policies referred to in clauses 4.1.1(a), 4.1.1(c) and 4.1.1(d) must note the interest of the Licensor as principal.

4.2 Inspection of Insurance

4.2.1 The Licensee must produce at the renewal of each policy a certificate of currency issued by the insurer establishing that the policy is valid.

4.2.2 The licensor may carry out random audits to verify insurances held by the Licensee. The Licensee will assist in any audit and provide evidence of the terms and currency of the insurance policies wherever requested by the Licensor.

4.3 Cancellation of Insurance

If any policy is cancelled either by the Licensee or the insurer the Licensor must notify the Licensor immediately.

4.4 Risk

The Licensee uses and occupies the Land at its own risk.

4.5 Indemnity

The Licensee indemnifies the Licensor against any Claim (of whatever nature) made in respect of the Licensee's use and/or occupation of the Land.

DRAFT

Schedule 4 Public Benefits and Security

1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide each Public Benefit identified in the Table 1 below in accordance with this Schedule 4 and this Agreement.

Table 1

Contribution	Public Purpose	Manner & Extent	Timing	Contribution Credit /	Value of Works
A. Dedication of Land					
Dedication of Designated Land (310 m ²) as shown on the Designated Land Plan	Stormwater infrastructure and Drainage Reserve	Dedication of the Designated Land for the purposes of ongoing stormwater infrastructure, management and water quality in accordance with the requirements of this Agreement	Land to be dedicated to Council upon registration of the first Subdivision Certificate that will create a Final Lot in the Development	\$0.00 Developer works	\$0
B. Carrying out of Works					
Construction of the Drainage Reserve and Detention Basin as shown on the plan attached at Schedule 6	Stormwater quality and management	The construction of the Drainage Reserve and Detention Basin in accordance with the Development Consent, the referenced plans, Water NSW Concurrence requirements, and the Subdivision Works Certificate.	Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development	\$0.00 Developer works	\$40,656.00 At 27 May 2022
Stormwater Treatment Facility as shown on the plan attached at Schedule 6	Stormwater quality and management	The construction of the Stormwater Treatment Facility in accordance with the Development Consent, the referenced plans, Water NSW Concurrence requirements, and	Prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development	\$0.00 Developer works	\$30,932.00 At 27 May 2022

Contribution	Public Purpose	Manner & Extent	Timing	Contribution Credit /	Value of Works
		the Subdivision Works Certificate.			
Provision of a public footpath	Public footpath	The construction of 16 metres of a 1.2m wide concrete footpath in Cathcart Street from the southern boundary of the Land to the kerb and gutter on the northern side of Nicole Place, including a pram ramp in accordance with Council's engineering standards.	Prior to the dedication of the Designated Land.	\$0.00 Developer works	\$4,030.00 At 27 May 2022
C. Monetary Contribution					
Monetary Contribution	Maintenance of Drainage Reserve and Retention Basin	Ongoing maintenance (30 years) of the Stormwater Treatment Facility	To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in the Development	\$19,940.0 At 27 May 2022	N/A
Monetary Contribution	Stormwater quality management	Capitalised Renewal Costs of the Stormwater Treatment Facility (30 years)	To be paid to Council prior to the issuing of the first Subdivision Certificate that creates a Final Lot in the Development	\$10,656.00 At 27 May 2022	N/A
Monetary Contribution	Public benefit	Goulburn Waterworks Plan of Management	To be paid to Council prior to the issuing of the first Subdivision Certificate that creates a Final Lot in the Development.	\$40,000 At 27 May 2022	N/A
D. Maintenance Obligations					
Maintenance of the Drainage	Ongoing regular	Mowing, weeding, replacement of dead or damaged	Two (2) years from the issuance of the first Subdivision	\$0.00	\$5,000

Contribution	Public Purpose	Manner & Extent	Timing	Contribution Credit /	Value of Works
Reserve and Detention Basin	maintenance works	flora and the removal of litter and other foreign debris Minimum Service level Drainage Reserve, Detention Basin and the Stormwater Treatment Facility – 13 visits per annum	Certificate that will create a Final Lot	Developer works	

2. **SECURITY**

Table 2

Purpose	Timing	Value
For non-performance in relation to carrying out the Public footpath works	To be paid prior to the issuance of the Subdivision Works Certificate	\$4,030 At 27 May 2022 To be indexed at time of payment
For non-performance in relation to carrying out the works to construct the Drainage Reserve, the stormwater Detention Basin and the Stormwater Treatment Facility	To be paid prior to the issuance of the Subdivision Works Certificate	\$71,588 At 27 May 2022 To be indexed at time of payment
For maintenance of the Drainage Reserve and Detention Basin and the Stormwater Treatment Facility during the Maintenance Liability Period (Maintenance Security)	To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot	\$5,000 At 1 July 2022 To be indexed at time of payment

Schedule 5 Disclosures

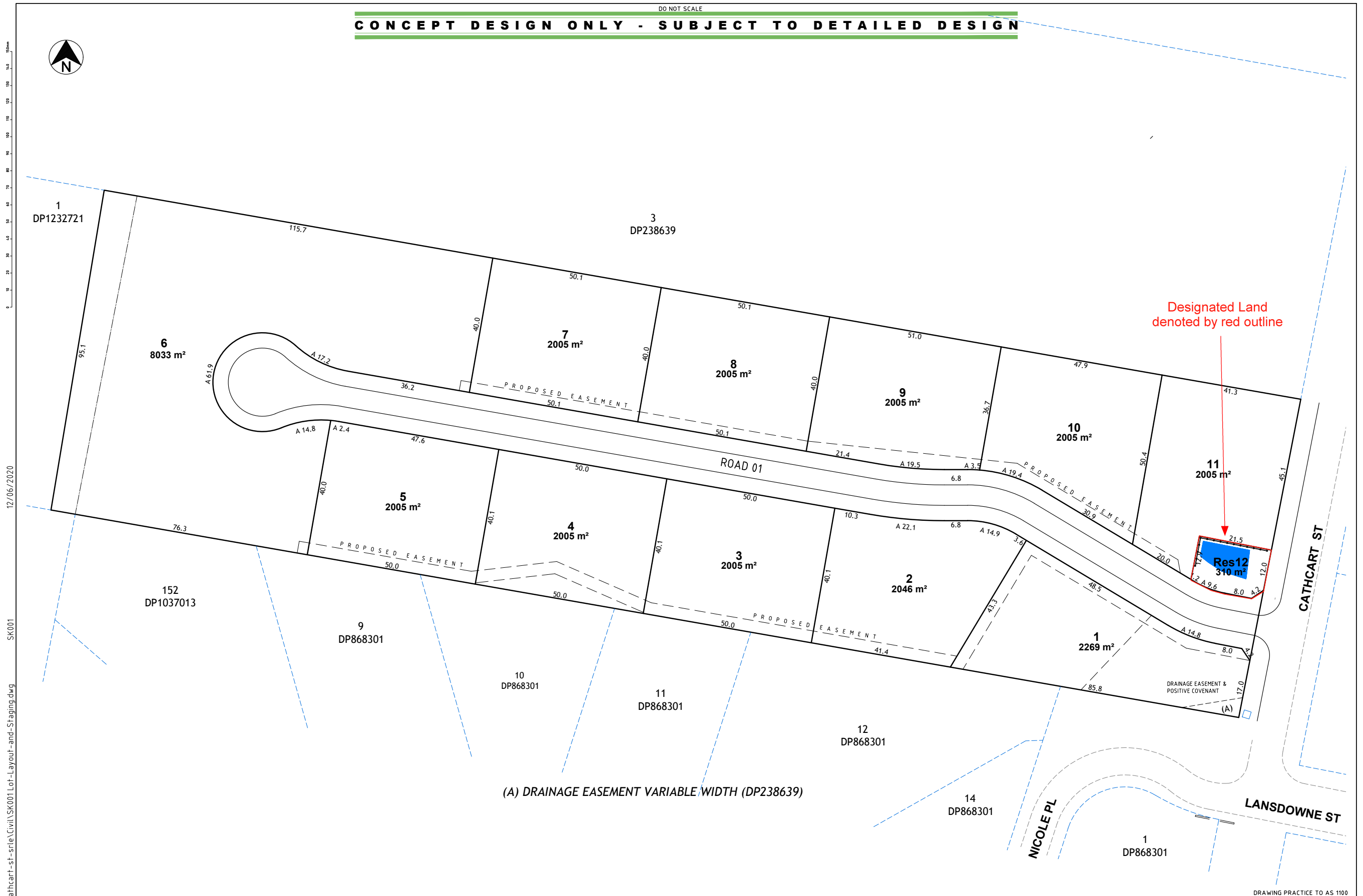
No disclosures made by the Developer for the purposes of clause 13.2.

DRAFT

Schedule 6 Designated Land Plan

Comprises four pages

DRAFT



CONCEPT DESIGN ONLY - SUBJECT TO DETAILED DESIGN

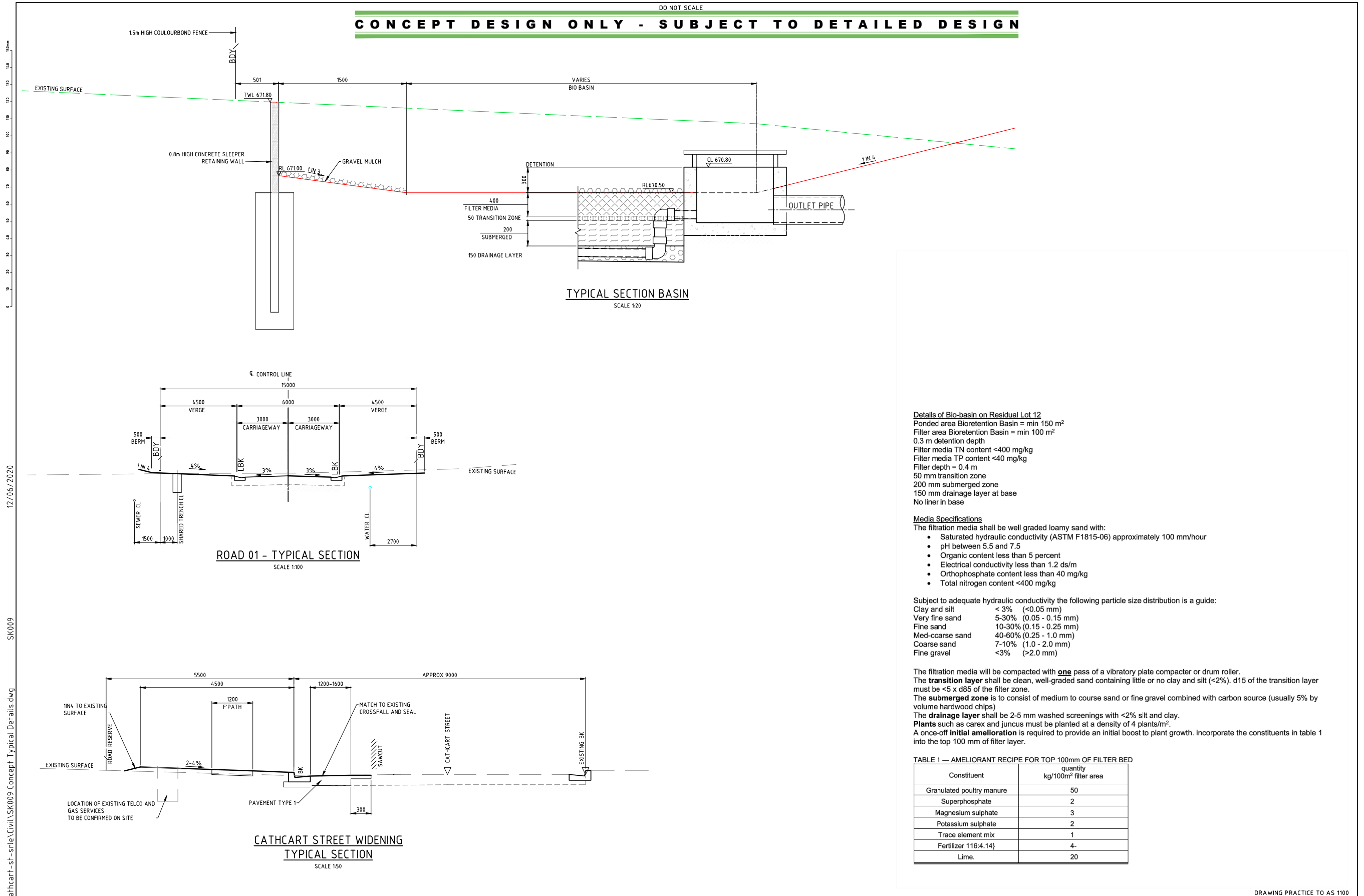
DO NOT SCALE

Designated Land
denoted by red outline

(A) DRAINAGE EASEMENT VARIABLE WIDTH (DP238639)

DRAWING PRACTICE TO AS 1100

<p>PRELIMINARY</p> <p>SCALE IN METRES</p> <p>1:500 (A1) 1:1000 (A3)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DRAWN</td> <td>DESIGNED</td> <td>DATE</td> </tr> <tr> <td>SWC</td> <td></td> <td></td> </tr> <tr> <td>DATE</td> <td>VERIFIED</td> <td>DATE</td> </tr> <tr> <td>JUNE '20</td> <td></td> <td></td> </tr> <tr> <td>SCALE</td> <td>APPROVED</td> <td>DATE</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	DRAWN	DESIGNED	DATE	SWC			DATE	VERIFIED	DATE	JUNE '20			SCALE	APPROVED	DATE				<p>S.R.L.E. SOUTHERN REGION LAND ENGINEERING</p> <p>telephone (02) 4823 5577 mobile 0417 235 416 167 Bourke Street, Goulburn NSW 2580 P.O. Box 111, Thirroul NSW 2515</p>	<p>PRJ Title: 100 CATHCART STREET RESIDENTIAL ESTATE</p> <p>Goulburn, NSW FOR CARTWRIGHT VERNER P/L</p>	<p>DRG Title: CONCEPT LOT LAYOUT PLAN</p> <p>DRG No: T01904 - SK001</p>
DRAWN	DESIGNED	DATE																				
SWC																						
DATE	VERIFIED	DATE																				
JUNE '20																						
SCALE	APPROVED	DATE																				



Details of Bio-basin on Residual Lot 12
 Pondered area Bioretention Basin = min 150 m²
 Filter area Bioretention Basin = min 100 m²
 0.3 m detention depth
 Filter media TN content <400 mg/kg
 Filter media TP content <40 mg/kg
 Filter depth = 0.4 m
 50 mm transition zone
 200 mm submerged zone
 150 mm drainage layer at base
 No liner in base

- Media Specifications**
 The filtration media shall be well graded loamy sand with:
- Saturated hydraulic conductivity (ASTM F1815-06) approximately 100 mm/hour
 - pH between 5.5 and 7.5
 - Organic content less than 5 percent
 - Electrical conductivity less than 1.2 ds/m
 - Orthophosphate content less than 40 mg/kg
 - Total nitrogen content <400 mg/kg

Subject to adequate hydraulic conductivity the following particle size distribution is a guide:

Clay and silt	< 3%	(<0.05 mm)
Very fine sand	5-30%	(0.05 - 0.15 mm)
Fine sand	10-30%	(0.15 - 0.25 mm)
Med-coarse sand	40-60%	(0.25 - 1.0 mm)
Coarse sand	7-10%	(1.0 - 2.0 mm)
Fine gravel	<3%	(>2.0 mm)

The filtration media will be compacted with **one** pass of a vibratory plate compactor or drum roller.
 The **transition layer** shall be clean, well-graded sand containing little or no clay and silt (<2%). d15 of the transition layer must be <5 x d85 of the filter zone.
 The **submerged zone** is to consist of medium to coarse sand or fine gravel combined with carbon source (usually 5% by volume hardwood chips).
 The **drainage layer** shall be 2-5 mm washed screenings with <2% silt and clay.
Plants such as carex and juncus must be planted at a density of 4 plants/m².
 A once-off **initial amelioration** is required to provide an initial boost to plant growth. incorporate the constituents in table 1 into the top 100 mm of filter layer.

TABLE 1 — AMELIORANT RECIPE FOR TOP 100mm OF FILTER BED

Constituent	quantity kg/100m ² filter area
Granulated poultry manure	50
Superphosphate	2
Magnesium sulphate	3
Potassium sulphate	2
Trace element mix	1
Fertilizer 116:4:14}	4-
Lime.	20

DRAWING PRACTICE TO AS 1100

12/06/2020 SK009

PRELIMINARY

SCALE IN METRES

1:100 (A1) 1:200 (A3) 1:50 (A1)

1 0.5 0 1 2

DRAWN	DESIGNED	DATE
SWC	---	---
DATE	VERIFIED	DATE
JUNE'20	---	---
SCALE	APPROVED	DATE
---	---	---

© Copyrighted S.R.L.E - 2020 All Rights Reserved

S.R.L.E.
 SOUTHERN REGION LAND ENGINEERING

telephone (02) 4823 5577
 mobile 0417 235 416
 167 Bourke Street, Gosford NSW 2250
 P.O. Box 111, Thirroul NSW 2515

PRJ Title
100 CATHCART STREET
 RESIDENTIAL ESTATE

Goulburn, NSW
 FOR
 CARTWRIGHT VERNER P/L

DRG. Title
 CONCEPT
 TYPICAL DETAILS

DRG. No.
 T01904 - SK009

Key Assumptions

1. Music modelling has assumed pervious fractions calibrated for loamy sand soil
2. The climate data is Water NSW's Zone 1
3. The pre-developed lands are modelled as 3.37 ha of agricultural lands, 4% impervious which includes the existing driveway and shed slab.
4. The post-developed lands are modelled as:
 - 0.504 ha of sealed road, 50% impervious
 - 2.87 ha of curtilage, 0% effective impervious
 - The MUSIC model provided is only for the works to be undertaken as part of the subdivision. Each of the new lots 1 - 14 will be require to submit their own S3QM or MUSIC model with each Development Application to build a new dwelling. Each lot will need to incorporate water quality devices including Rainwater Tanks (generally 10kl as shown on plan), grassed buffers or bioretention basins required to meet NorBE (Neutral or Beneficial Effect) on water quality.
 - The stormwater from each lot is to drain to the proposed road kerb and gutter.
 - Runoff from the road is to be picked up via kerb and guttering and trunch stormwater drainage system.
 - The developer will install the trunk drainage required to drain the road.
 - All sizes and locations of items shown in these drawings are conceptual, not to scale and shown only for the purpose of estimating required water treatment device types, sizes and positioning to meet requirements. Actual sizes, locations & configurations are to be verified during detailed design.
5. Rainfall thresholds are set to 1.5mm for driveway/ hardstand, 1mm for curtilage areas and 0.3mm for roof.

Details of Bioretention Basin on Residual Lot 12

Ponded area Bioretention Basin = min 150 m²
 Filter area Bioretention Basin = min 100 m²
 0.3 m detention depth
 Filter media TN content <400 mg/kg
 Filter media TP content <40 mg/kg
 Filter depth = 0.4 m
 50 mm transition zone
 200 mm submerged zone
 150 mm drainage layer at base
 No liner in base

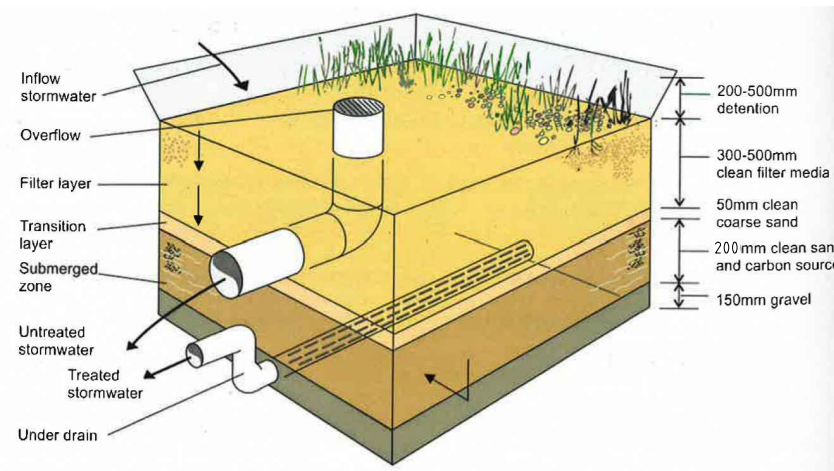


FIGURE 1 - TYPICAL CROSS SECTION THROUGH BIORETENTION BASIN WITH SATURATED ZONE

Media Specifications

The filtration media shall be well graded loamy sand with:

- Saturated hydraulic conductivity (ASTM F1815-06) approximately 100 mm/hour
- pH between 5.5 and 7.5
- Organic content less than 5 percent
- Electrical conductivity less than 1.2 ds/m
- Orthophosphate content less than 40 mg/kg
- Total nitrogen content <400 mg/kg

Subject to adequate hydraulic conductivity the following particle size distribution is a guide:

Clay and silt	< 3%	(<0.05 mm)
vVery fine sand	5-30%	(0.05 - 0.15 mm)
Fine sand	10-30%	(0.15 - 0.25 mm)
Med-coarse sand	40-60%	(0.25 - 1.0 mm)
Coarse sand	7-10%	(1.0 - 2.0 mm)
Fine gravel	<3%	(>2.0 mm)

The filtration media will be compacted with **one** pass of a vibratory plate compacter or drum roller.

The **transition layer** shall be clean, well-graded sand containing little or no clay and silt (<2%). d15 of the transition layer must be <5 x d85 of the filter zone.

The **submerged zone** is to consist of medium to coarse sand or fine gravel combined with carbon source (usually 5% by volume hardwood chips)

The **drainage layer** shall be 2-5 mm washed screenings with <2% silt and clay.

Plants such as carex and juncus must be planted at a density of 8 plants/m².

A once-off **initial amelioration** is required to provide an initial boost to plant growth. incorporate the constituents in table 1 into the top 100 mm of filter layer.

TABLE 1 - AMELIORANT RECIPE FOR TOP 100mm OF FILTER BED

Constituent	Quantity kg/100m ² filter area
Granulated poultry manure	50
Superphosphate	2
Magnesium sulphate	3
Potassium sulphate	2
Trace element mix	1
Fertilizer (16:4:14)	4
Lime	20

REV	DATE	DES.	DRN.	APP.	REVISION DETAILS	DRAWING STATUS	North	CLIENT	PROJECT TITLE	DRAWING TITLE
						DESIGN BY J.A. DRAWN BY L.O. FINAL APPROVAL J.M.A. SCALE: (on A3 Original) NOT TO SCALE		CARTWRIGHT VERNER PTY LTD	WATER CYCLE MANAGEMENT STUDY Lot 2 DP 1232721 No. 100 CATHCART STREET GOULBURN, NSW	ASSUMPTIONS & BIORETENTION BASIN DETAILS
00	09/06/20	J.A.	L.O.	J.M.A.	FINAL ISSUE - FOR APPROVAL	DA				PROJECT NO. 19000335
A	08/11/19	J.A.	L.O.	J.M.A.	FINAL DRAFT ISSUE					SUB-PR NO. P01
										DRAWING NO. WCMS02
										REV 00

Plot Date: Tuesday, 9 June 2020 11:13:46 AM CAD File Name: T:\19000335_10_Cathcart St. Goulburn\Drawings\19000335_WCMS_P01_REV00.dwg

This drawing is subject to COPYRIGHT ©. The information on this drawing remains the property of SEEC.

Appendix A Explanatory Note

DRAFT

**Planning Agreement
Explanatory Note
Address – LOT: 2 DP:1232721**

1. Introduction

This Explanatory Note has been prepared jointly between the Parties in accordance with clause 25E of the *Environmental Planning & Assessment Regulation 2000* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the Parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

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

2 Parties to the Planning Agreement

The Parties to the Planning Agreement are:

- (1) Goulburn Mulwaree Council (ABN 84 049 849 319) (**Council**).
- (2) Cartwright Verner Pty Ltd ACN 143 399 482 (**Developer**).

3 Description of the Subject Land

The land to which the Planning Agreement relates, and to which the Planning Agreement will be registered, is set out in the table below (**Land**).

Folio Identifier	Location
Lot: 2 in DP:1232721	100 Cathcart Street, Goulburn NSW 2580

4 Summary of objects, nature and effect of the Planning Agreement

The **objective** of the Planning Agreement is to satisfy the condition in the development consent issued under the EPA Act with respect to DA/0384/1920 as set out in the Notice of Determination dated 8 April 2021 as modified (**Development**), by providing development contributions to the public consisting of public works, the payment of monetary contributions, and the dedication of land to Council for Drainage Reserve as outlined in the plan attached at **Schedule 4** of the Planning Agreement.

The **intent** of the Planning Agreement is to facilitate the provision of the public benefits provided by the Developer as described in the table below, all of which will be delivered prior to the issue of the first subdivision certificate in relation to the Development (**Contributions**).

Contribution	Specifications	Contribution Credit/Value
Dedication of the land at Appendix A.	Dedication of land for the purposes of ongoing stormwater infrastructure management and Drainage Reserve.	N/A
Stormwater Management Works	The construction and dedication of Detention Basin reserve Lot and the Stormwater Treatment Facility in accordance with the Development Consent, the referenced plans, Water NSW Concurrence requirements, and the Subdivision Works Certificate. The Developer will also maintain the Detention Basin for a period of 2 years.	\$71,588.00
Public footpath	The construction of a public footpath from the southern boundary of the Land to kerb and gutter on the northern side of Nicole Place, including a pram ramp in accordance with Council's engineering standards.	\$4,030.00
Monetary Contribution - Stormwater	Ongoing maintenance (30 years) of the Stormwater Treatment Facility.	\$19,940.00 At 27 May 2022
Monetary Contribution – Stormwater	Capitalisation and first renewal (30 years) of the Stormwater Treatment Facility.	\$10,656.00 At 27 May 2022
Monetary Contribution - Drainage	Monetary Contribution for the Goulburn Waterworks Plan of Management	\$40,000.00 At 27 May 2022

As security for the Developer's obligations to make the Contributions, the Planning Agreement will be registered on the title of the Land and the Developer will provide Council with bank guarantees to ensure provision of the Contributions.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable).

5 Assessment of the merits of the Planning Agreement

5.1 The planning purposes served by the Planning Agreement

In accordance with section 7.4 of the EPA Act, the Planning Agreement promotes the following public purpose:

- (1) Provision of infrastructure to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure;
- (2) Enables the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities; and
- (3) Provides for the dedication of land for Drainage Reserve.

5.2 How the Planning Agreement promotes the public interest

In accordance with the objects of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By providing certainty as to provision of the Contributions;
- (2) The proper management, development and conservation of land;
- (3) The promotion and co-ordination of the orderly and economic use and development of land; and
- (4) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment, and are invited to make comment on the Planning Agreement.

5.3 The impact of the Planning Agreement

The overall impacts of the Planning Agreement are positive as it will:

- (1) Enable the land to be developed, therefore, increasing the availability of suitable residential land in Goulburn for future housing needs;
- (2) Enable the land to be developed, which in turn will upgrade the local footpath network in the vicinity of the development; and
- (3) Enhance the natural environment through the construction and long-term maintenance of the Stormwater Treatment Facility.

5.4 How the Planning Agreement promotes Council's guiding principles

The Planning Agreement promotes Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW) to enable Councils to manage lands and other assets so that current and future local community needs can be met in an affordable way.

6 Identification of whether the Planning Agreement conforms with the Council's capital works program

The works are not dissimilar to Council's capital works program, therefore, the Planning Agreement conforms with Council's capital works program

7 Requirements of the Planning Agreement

The following requirements of the Agreement must be complied with before:

- (1) A Subdivision Works Certificate is issued: Security in the form of bank guarantees must be provided.
- (2) A Subdivision Certificate is issued: Completion of Developer's Works and dedication of designated land and payment of monetary contributions.

DRAFT

16.2 PROPERTY NSW OPTION TO RENEW LEASE - PART 56 CLINTON ST, GOULBURN

Author: Business Manager Property & Community Services
 Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: Nil

Link to Community Strategic Plan:	26. Our Civic Leadership CL2 Encourage and facilitate open and respectful communication between the community, the private sector, Council, and other government agencies.
Cost to Council:	Lease preparation fees of \$1,250.00. Property NSW pay their own legal fees and disbursements as well as lease registration fees with NSW Land Registry Services.
Use of Reserve Funds:	Nil.

RECOMMENDATION

That:

1. The report of the Business Manager Property & Community Services on the Property NSW Option to Renew Lease – Part 56 Clinton Street, Goulburn be received.
2. Council notes the new terms and conditions associated with renewal of the Property NSW Lease for continued exclusive occupation of 500m² of office space on Ground Floor, 56 Clinton Street, Goulburn.
3. The Chief Executive Officer be authorised to sign the new lease with Property NSW as Council’s authorised delegate under s377 of the *Local Government Act 1993*.

BACKGROUND

Council has leased part of 56 Clinton Street, Goulburn to Property NSW (on behalf of the tenant Community Corrections | Corrective Services NSW | Department of Communities and Justice) for many years.

The current lease with Property NSW commenced on 1 October 2016 and expires on 30 September 2023. In accordance with the provisions in the current lease, Property NSW has exercised the first of 2 x 5-year Options to Renew their existing lease on Ground Floor – 56 Clinton St, Goulburn. This report provides a summary of the terms and conditions of the proposed new lease.

REPORT

In accordance with clause 3.2 (b) – Option Term in the current lease with Property NSW for their tenant’s (Community Corrections | Corrective Services NSW | Department of Communities and Justice) continued exclusive occupation of 500m² of office space on Ground Floor at 56 Clinton Street, Goulburn, the first of 2 x 5-year Options to Renew have been exercised that will result in a new lease with an automatic 2.5% increase of the current annual lease payment, effective 1 October 2023.

The new rental will be \$189,855.91 (inclusive of GST) for the period 1 October 2023 to 30 September 2024, representing the 2.5% increase on the current rent. This represents a new leasing rate of \$345.19m² gross, excluding GST for the current tenant’s continued exclusive rental of the premises.

The new rent review structure for the first 5 Year Option term exercised is summarised below;

Year 1 - 2.5% increase over rental for the last year of the Initial Term (\$189,855.91 pa, incl. GST).

Year 2 - 2.5% increase.

Year 3 - Market Rent Review

Year 4 - 2.5% increase.

Year 5 - 2.5% increase.

In relation to outgoings associated with this lease, the Tenant pays for their own electricity consumed on the premises via a separate electricity meter installed in 2022, however the air conditioning could not be put on a separate meter with charges still being calculated on a m2 basis.

All building works associated with the initial lease have been completed and are therefore not referenced in the new lease.

A First Option Term will be included in the new lease for a further 5 years (consistent with the terms in the initial lease), with a further rent review structure summarised below;

Year 1 - 2.5% increase over rental for the last year of the Option Term.

Year 2 - 2.5% increase.

Year 3 - Market Rent Review

Year 4 - 2.5% increase.

Year 5 - 2.5% increase.

As a side note, 56 Clinton Street, Goulburn is an older style B Grade Building. According to current market evidence reviewed by Property Services staff, regional benchmarks for similar B Grade premises in Goulburn's CBD greater than 300m² show an effective market rent rate between \$220 – \$300m² gross. Further assessment comparing the change in the rents across the region show there has been little movement in rents over the past 12 months or so.

The above evidence suggests that the proposed new rent of \$345.19m² gross, excluding GST, is above the current comparable market rents for similar B Grade Buildings in the Goulbourn and Queanbeyan markets.

16.3 BUDGET CARRY-OVERS

Author: Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Carry-over Summary Report [↓](#) 
 2. Budget Adjustments for Carry-over 2022-23 Q4 [↓](#) 
 3. Budget Adjustments for Carry-over 2023-24 CO [↓](#) 

Link to Community Strategic Plan:	Delivery Plan Action CL1.2 - Ensure the long term financial sustainability of Council through effective and prudent financial management (CSP Strategy CL1 - Effect resourceful and respectful leadership and attentive representation of the community)
Cost to Council:	Nil – Approved carry-overs will be included in the 2023/24 budget funded from the relevant reserves.
Use of Reserve Funds:	Various

RECOMMENDATION

That

1. The report by the Director Corporate & Community Services on the Budget Carry-overs be received
2. Council approve carry-overs of unspent project funds up to the maximum amounts (totalling \$8,096,938) reflected in the table in Attachment One.
3. Council approve the adjustments to the 2022/23 budget as listed in Attachment Two required to account for the carrying overs of these projects and resulting in the following changes to the projected unrestricted cash at 30 June 2023:
 - (a) General Fund – reduction \$274,546
 - (b) DWM Fund – increase of \$459,643
 - (c) Water Fund – no change
 - (d) Sewer Fund – decrease of \$901,887
4. Council approve the adjustments to the 2023/24 budget as listed in Attachment Three required to incorporate the carried over projects into the budget and resulting in the following changes to the projected unrestricted cash movements in 2023/24:
 - (a) General Fund – increase (inflow) of \$274,546
 - (b) DWM Fund – decrease (outflow) of \$459,643
 - (c) Water Fund – no change
 - (d) Sewer Fund – increase (inflow) of \$901,887

BACKGROUND

To seek Council’s approval to “carry-over” unspent funds from the 2022/23 budget to enable completion of works in the 2023/24 financial year.

REPORT

As part of the end of Financial Year procedures, several projects have been identified for carry-over for completion of works in the 2023/24 financial year. The projects for carry-over are included

in the attachment. The amounts included in the attachment are subject to change as the end of year processing continues and represent the maximum amount recommended for carry-over.

The three attachments to this report show:

- a) The maximum amount requested to be carried over for each project, the contract asset created by grant funded work where the grant had not been received and some minor savings in the 2022/23 budget.
- b) All of the budget adjustments that will need to be made to the 2022/23 budget to enable the requested carry-overs to be then included in the 2023/24 budget (“Proposed Budget Amendments – QTR4BUD”).
- c) All of the budget adjustments to the 2023/24 budget to incorporate the carried over works. (“Proposed Budget Amendments – CARRBUD”).

The projects listed include some projects that were to be taken out of a reserve (unrestricted or otherwise) while other projects relate to unexpended grants or contributions.

Where not already in reserve, approved carry-overs will be transferred into a reserve as at 30 June 2023. The projects will then be incorporated into the 2023/24 budget funded from the created reserve. Where funded from a reserve in 2022/23, the budgeted transfer from reserve will not take place and the project will be funded from the same reserve in 2023/24.

The projects listed include several projects that relate to unexpended grants or contributions.

It should also be noted that the “negative” carry-overs have been requested for the following projects:

- Copford Reach Improvements
- Bradley Street Drainage Upgrade Works
- Marulan Pump Station Improvements

Cash flows for these projects exceeded anticipated levels in 2022/23 and as a result, the 2023/24 budget for these projects will be reduced to maintain the overall project budgets.

A summary of the carry-overs (including “negative”) is as follows:

	General	DWM	Water	Sewer	Total
Operating – Grant Related	46,500	0	0	0	46,500
Operating – Non-Grant Related	111,633	0	46,068	0	157,701
Capital - Grant Related	3,350,040	0	0	1,608,194	4,958,234
Capital – Non-Grant Related	1,847,135	4,650	566,549	569,037	2,987,371
Total maximum carry-over	5,355,308	4,650	612,617	2,177,231	8,149,806

Unrestricted Cash Movement – 2022/23 Budget

The attachment headed “Proposed Budget Amendments – QTR4BUD” lists all the budget adjustments required to process the requested carry-overs in the 2022/23 budget. While most carry-overs have a nil effect on the unrestricted cash levels due to them being done via a transfer to and from reserves, the new accounting standards requires a “contract asset” to be created where work has been done on the grant funded project but the funds have not been received. In this case the revenue for the grant is raised but, to indicate that the funds have not been received, a matching asset is created (effectively making that portion of the grant funding for the year “non-cash”). The following table summarises the movement in unrestricted cash by fund:

	General	DWM	Water	Sewer	Total
Contract Asset Raised	-288,033	0	0	-901,887	-1,189,920
Net Savings Identified	0	0	0	0	0
Internal Funding Arrangements	0	459,643	0	0	459,643
Job Cost Expense Adjustment	13,487	0	0	0	13,487
Total maximum carry-over	-274,546	459,643	0	-901,887	-716,790

Unrestricted Cash Movement – 2023/24 Budget

The attachment headed “Proposed Budget Amendments – CARRBUD” lists all of the budget adjustments required to process the requested carry-overs in the 2023/24. Similar to the 2022/23 budget adjustments, the majority of carry-overs have a nil effect on the unrestricted cash levels due to them being done via a transfer to and from reserves. The impact on the unrestricted cash levels comes through those projects where the contract asset was raised. For these projects, no revenue is recognised for the work carried out in 2023/24 but the cash is received. This is accounted for via a line item in the budget called “Contract Asset Extinguished”. The amounts received should fully reverse the amounts raised as assets in the 2022/23 budget.

The following table summarises the movement in unrestricted cash by fund:

	General	DWM	Water	Sewer	Total
Contract Asset Extinguished	288,033	0	0	901,887	1,189,920
Net Savings Identified	0	0	0	0	0
Internal Funding Arrangements	0	-459,643	0	0	-459,643
Job Cost Expense Adjustment	-13,487				-13,487
Total maximum carry-over	274,546	-459,643	0	901,887	716,790

ATTACHMENT 1 - CARRY-OVER SUMMARY REPORT

Project	Description	Carry-Over Amount	Contract Asset	Grant (Y/N)
General Fund				
.00065	LEP-DCP Review Program	36,925	0	N
.00064	Strategic Implementation	17,208	0	N
.00357	Marulan Flood Study/Floodplain Risk Mgt Plan (G)	46,500	38,199	Y
.00098	Library Programs	10,000	0	N
.00219	Heritage Signs	10,000	0	N
.00083	Marketing Operations	30,000	0	N
.00375	Tablelands Co-Op Marketing	7,500	0	N
<i>General Fund - Operational</i>		158,133	38,199	
.90020	Museum Capital Works - Renewals	14,318	0	N
.90046	Goulburn WMC Improvements	2,728,380	0	Y
.90172	Footpath Replacement	79,479	0	N
.90101	Gravel Resheeting	144,775	0	N
.90264	Kerb Gutter Replacement	9,103	0	N
.90265	Drainage General Rural	94,908	0	N
.90372	Middle Arm Road Rehabilitation 22/23	159,976	0	N
.90380	Garroorigang Stormwater Improvements	227,780	0	N
.90433	Currawang Road Rehab	154,098	0	N
.90033	Environmental Improvement Works - Gbn	36,599	0	N
.90034	Environmental Improvement Works - Mln	169,125	0	N
.90037	Replacement Bins & Lifters	66,000	0	N
.90365	WMC Landscaping	40,000	0	N
.90437	GRAG - New Gallery Development	8,100	0	Y
.90462	Rocky Hill Tower Memorial Conservation Project	132,250	0	Y
.90051	Plant & Equipment - Aquatic Centre	6,475	0	N
.90450	Japanese Garden Enhancement Stage 2	17,129	0	Y
.90387	Playground - Tony Onions Park	15,683	0	N
.90378	Carr Confoy Netball Court Resurfacing	7,784	0	Y
.90392	Carr Confor Pavilion (G)	17,155	0	Y
.90391	BMX Track Upgrade	101,452	0	Y
.90203	Active Recreation Facilities Renewal Future Years	8,472	0	N
.90351	BLER - Tallong Village Project	50,599	50,599	Y
.90348	Kinghorne/Albert Street Roundabout - Blackspot	42,203	-42,203	Y
.90315	RHL Mogo Road - Hi Quality S94	104,231	0	N
.90171	Towrang Road Bridge Replacement	69,434	0	Y
.90417	Riverside Park Pump Track	46,414	62,502	Y
.90312	Copford Reach Improvements	-2,450	0	N
.90307	WWT - Cemetery Street	92,748	-92,748	Y
.90438	Riverside Park Amenities	68,010	0	Y
.90379	Bradley Street Drainage Upgrade Works	-77,481	0	Y
.90447	Eastgrove Shared Pathway	35,442	34,558	Y
.90338	Shared Path - Mulwaree High to Middle Arm	10,421	237,126	Y
.90400	Jerrara - Oallen Ford Rehabilitation	518,563	0	N
<i>General Fund - Capital</i>		5,197,175	249,834	
General Fund - Total		5,355,308	288,033	
Domestic Waste Management				
.90002	Compactor "Wrapping"	4,650	0	N
<i>Domestic Waste Management - Capital</i>		4,650	0	
Domestic Waste Management - Total		4,650	0	
Water Fund				
.00007	Biobank - HSP	46,068	0	N
<i>Water Fund - Operational</i>		46,068	0	
.90021	Marulan WTP Renewal	190,845	0	N
.90035	Marulan PS Pontoon Replacement	339,734	0	N
.90061	Water Treatment Security	35,970	0	N
<i>Water Fund - Capital</i>		566,549	0	
Water Fund - Total		612,617	0	
 sewer Fund				

ATTACHMENT 1 - CARRY-OVER SUMMARY REPORT

Project	Description	Carry-Over Amount	Contract Asset	Grant (Y/N)
190011	STWRIS Stage 2 Reuse Irrigation Scheme	253,031	455,147	Y
190008	Marulan WWTP - Renewal	179,653	0	Y
190015	Nth Gbn PS Rising Main - Capacity Storage	291,201	0	N
190031	Rec Area SPS Construction	182,077	0	N
190046	May St SPS Upgrade	95,370	0	N
190067	Goulburn WWTP Extension	400,000	0	Y
190026	SN Growing Local Economies Common St	775,510	446,740	Y
190003	Marulan Pump Station Improvements	-233,278	0	N
190061	Kenmore Hospital PS Power	190,591	0	N
190055	Goulburn WWTP Security	43,076	0	N
	<i>Waste Water Fund - Capital</i>	2,177,231	901,887	
	Waste Water Fund - Total	2,177,231	901,887	
Total - All Funds		8,149,806	1,189,920	
Grant Funded Programs - Total		5,004,734		

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
Entity: 10 - General Fund							
WIP Account: 16000 - WIP Works							
190033139074000	Environmental Improvement Works Goulburn	Transfer from Internal Reserves	0	-127,672	-91,073	36,599	Q4.CO.27 Carry Unspent funds forward to enable completion of Environmental Improvement Works (Goulburn WMC) Project
190033801560302	Environmental Improvement Works Goulburn	Contracts - Tendered Work	90,073	127,672	90,073	-37,599	
190033801560306	Environmental Improvement Works Goulburn	Contracts - Freight	1,000	0	1,000	1,000	
190034139074001	Environmental Improvement Works Marulan	Transfer from Developer Contributions	0	-100,000	0	100,000	Q4.CO.28 Carry Unspent funds forward to enable completion of Environmental Improvement Works (Marulan WMC) Project
190034139076000	Environmental Improvement Works Marulan	Transfer to Internal Reserves	0	0	69,125	69,125	
190034801560302	Environmental Improvement Works Marulan	Contracts - Tendered Work	5,875	175,000	5,875	-169,125	
190037139074000	Replacement Bins & Lifters	Transfer from Internal Reserves	0	-36,000	0	36,000	Q4.CO.29 Carry over purchase of new bins & lifters for Waste Management Centres
190037139076000	Replacement Bins & Lifters	Transfer to Internal Reserves	0	0	30,000	30,000	
190037802560205	Replacement Bins & Lifters	Materials - General	0	66,000	0	-66,000	Q4.CO.30 Carry unspent funds on WMC Landscaping for inclusion in WMC Upgrade project in 2023/24
190365139076000	WMC Landscaping	Transfer to Internal Reserves	0	0	40,000	40,000	
190365801560302	WMC Landscaping	Contracts - Tendered Work	0	40,000	0	-40,000	Q4.CO.36 Adjust for new grant funded program and allocate the expected income & expenditure for this financial year with the remainder to be included in the 2023/24 budget.
190437100141522	GRAG - New Gallery Development	22/23 Creative Capital Minor Works & Equipment R2	-71,614	-17,400	-9,300	8,100	
190437139076002	GRAG - New Gallery Development	Transfer to Unexpended Grants	0	52,214	62,314	10,100	
190437801560302	GRAG - New Gallery Development	Contracts - Tendered Work	0	17,400	9,300	-8,100	Q4.CO.37 Create contract liability for Grant Funds received in 2023/23.
190437806024301	GRAG - New Gallery Development	Contract Liability Created - Cap - State	0	-52,214	-62,314	-10,100	
190462139076002	22-24 Rocky Hill Tower Memorial Conservation Project	Transfer to Unexpended Grants	0	0	132,250	132,250	Q4.CO.38 Carry over remaining budget for Aquatic Centre PPE purchases to 2023/24
190462806024301	22-24 Rocky Hill Tower Memorial Conservation Project	Contract Liability Created - Cap - State	0	0	-132,250	-132,250	
190051139076000	Plant & Equipment - Aquatic Centre	Transfer to Internal Reserves	0	0	6,475	6,475	
190051802560205	Plant & Equipment - Aquatic Centre	Materials - General	1,910	20,000	13,525	-6,475	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
190450100141551	Japanese Garden Enhancement Stage 2	20/21 Building Better Regions Fund Round 5	0	-50,000	0	50,000	Q4.CO.39 Adjust carry over for Japanese Garden to match actual income and expenditure.
190450100141625	Japanese Garden Enhancement Stage 2	22/23 Cross Border Commissioners Infrastructure Fund	-270,000	-150,000	-182,871	-32,871	
190450139076002	Japanese Garden Enhancement Stage 2	Transfer to Unexpended Grants	0	120,000	87,129	-32,871	
190450801560302	Japanese Garden Enhancement Stage 2	Contracts - Tendered Work	70,429	180,000	162,871	-17,129	
190450806024301	Japanese Garden Enhancement Stage 2	Contract Liability Created - Cap - State	0	-120,000	-87,129	32,871	
190387139074000	Playground - Tony Onions Park - Everyone Can Play (G)	Transfer from Internal Reserves	0	-200,000	-184,317	15,683	Q4.CO.40 Reduce transfer from reserve as project under budget.
190387801560302	Playground - Tony Onions Park - Everyone Can Play (G)	Contracts - Tendered Work	371,777	390,000	374,317	-15,683	
190378100141608	Carr Confoy Netball Court Resurfacing - SCCF (G)	19/20 NSW Showground Stimulus Funding	0	255,999	248,215	-7,784	Q4.CO.41 Adjust carry over for Netball Court Resurfacing to match actual income and expenditure.
190378139076002	Carr Confoy Netball Court Resurfacing - SCCF (G)	Transfer to Unexpended Grants	0	255,999	248,215	-7,784	
190378801560302	Carr Confoy Netball Court Resurfacing - SCCF (G)	Contracts - Tendered Work	6,690	0	7,784	7,784	
190378806024301	Carr Confoy Netball Court Resurfacing - SCCF (G)	Contract Liability Created - Cap - State	0	-255,999	-248,215	7,784	
190392100141573	Carr Confoy Pavillion (G)	21/22 Multi Sports Community Facilities Fund	-540,128	-118,425	-110,300	8,125	Q4.CO.42 Adjust carry over for Carr Confoy Pavillion to match actual income and expenditure.
190392139074000	Carr Confoy Pavillion (G)	Transfer from Internal Reserves	0	-131,575	-122,545	9,030	
190392139076002	Carr Confoy Pavillion (G)	Transfer to Unexpended Grants	0	421,703	429,828	8,125	
190392801560302	Carr Confoy Pavillion (G)	Contracts - Tendered Work	31,727	200,000	203,734	3,734	
190392802076500	Carr Confoy Pavillion (G)	Job Cost Expense	25,462	50,000	29,111	-20,889	
190392806024301	Carr Confoy Pavillion (G)	Contract Liability Created - Cap - State	0	-421,703	-429,828	-8,125	Q4.CO.43 Bring in budget carry over and create contract asset for BMX Track Upgrade.
190391100141631	BMX Track Upgrade	2223 NSW Infrastructure Grant	-135,000	0	-99,274	-99,274	
190391801560302	BMX Track Upgrade	Contracts - Tendered Work	198,548	150,000	198,548	48,548	
190391139076000	BMX Track Upgrade	Transfer to Internal Reserves	0	0	50,726	50,726	
190391139076002	BMX Track Upgrade	Transfer to Unexpended Grants	0	0	35,726	35,726	
190391806024301	BMX Track Upgrade	Contract Liability Created - Cap - State	0	0	-35,726	-35,726	Q4.CO.44 Carry over unspent funding in Recreation Facilities Renewals to 2023/24.
190203139076000	Active Recreation Facilities Renewal Future Years	Transfer to Internal Reserves	0	0	8,472	8,472	
190203801560302	Active Recreation Facilities Renewal Future Years	Contracts - Tendered Work	5,494	50,000	41,528	-8,472	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
190351100141557	BLER - Tallong Village Project - Capital	21/22 Bushfire Local Economic Recovery Fund Cap	0	-72,153	-122,752	-50,599	Q4.CO.45 Update budget and create contract asset to carry over to 2023/24.
190351801560302	BLER - Tallong Village Project - Capital	Contracts - Tendered Work	93,797	50,258	100,857	50,599	
190351805515206	BLER - Tallong Village Project - Capital	Contract Asset Created	0	72,153	122,752	50,599	
190348100141511	Kinghorne/Albert Roundabout - Blackspot (G)	21/22 Australian Government Blackspot Program	0	-56,658	-14,455	42,203	Q4.CO.46 Update budget and create contract asset to carry over to 2023/24.
190348801560302	Kinghorne/Albert Roundabout - Blackspot (G)	Contracts - Tendered Work	10,420	56,658	14,455	-42,203	
190348805515206	Kinghorne/Albert Roundabout - Blackspot (G)	Contract Asset Created	0	56,658	14,455	-42,203	
190315139074001	RHL Mogo Road - Hi Quality S94	Transfer from Developer Contributions	0	-370,944	-266,713	104,231	Q4.CO.47 Carry over developer contributions to 2023/24.
190315801560302	RHL Mogo Road - Hi Quality S94	Contracts - Tendered Work	266,713	370,944	266,713	-104,231	Q4.CO.48 Carry over portion of unexpended loan to 2023/24
190171139074003	Towrang Road Bridge Replacement	Transfer from Unexpended Loans	0	-185,012	-115,578	69,434	
190171801560302	Towrang Road Bridge Replacement	Contracts - Tendered Work	335,891	405,325	335,891	-69,434	Q4.CO.49 Carry Unspent funds forward to enable completion of Riverside Park Pump Track Project
190417100141563	Riverside Park Pump Track Project	2122 Places to Pay Program	-136,560	-455,200	-426,662	28,538	
190417139074000	Riverside Park Pump Track Project	Transfer from Internal Reserves	0	-70,000	-65,611	4,389	
190417801560302	Riverside Park Pump Track Project	Contracts - Tendered Work	492,273	525,200	492,273	-32,927	
190417802076500	Riverside Park Pump Track Project	Job Cost Expense	9,913	23,400	9,913	-13,487	
190417805515206	Riverside Park Pump Track Project	Contract Asset Created	0	0	62,502	62,502	Q4.CO.50 Account for higher than anticipated expenditure on Copford Reach Improvements by bringing forward portion of
190312139076000	Copford Reach Improvements	Transfer to Internal Reserves	0	17,650	15,200	-2,450	
190312801560302	Copford Reach Improvements	Contracts - Tendered Work	51,800	49,350	51,800	2,450	Q4.CO.51 Carry Unspent funds forward to enable completion of Wollondilly Walking Track - Cemetery Street Project
190307100141557	Wollondilly Walking Track - Cemetery St (G)	21/22 Bushfire Local Economic Recovery Fund Cap	0	-472,433	-379,685	92,748	
190307800060302	Wollondilly Walking Track - Cemetery St (G)	Contracts - Tendered Work	65,022	62,397	65,022	2,625	
190307801560302	Wollondilly Walking Track - Cemetery St (G)	Contracts - Tendered Work	301,066	390,036	301,066	-88,970	
190307802076500	Wollondilly Walking Track - Cemetery St (G)	Job Cost Expense	13,240	20,000	13,240	-6,760	
190307802560320	Wollondilly Walking Track - Cemetery St (G)	Consultancy Fees	357	0	357	357	
190307805515206	Wollondilly Walking Track - Cemetery St (G)	Contract Asset Created	0	472,433	379,685	-92,748	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
190438100141408	Riverside Park Amenities & Park Infrastructure	22/23 Stronger Country Communities Fund Round 5	-159,660	-60,000	-128,010	-68,010	Q4.CO.52 Carry Unspent funds forward to enable completion of Riverside Park Amenities Project
190438139076002	Riverside Park Amenities & Park Infrastructure	Transfer to Unexpended Grants	0	139,575	31,650	-107,925	
190438801560302	Riverside Park Amenities & Park Infrastructure	Contracts - Tendered Work	128,010	60,000	128,010	68,010	
190438806024301	Riverside Park Amenities & Park Infrastructure	Contract Liability Created - Cap - State	0	-139,575	-31,650	107,925	
190379100141604	Bradley Street Drainage Upgrade Works	2122 NSW Severe Weather & Flooding Feb 2022	0	-392,000	-441,017	-49,017	Q4.CO.53 Account for higher than anticipated expenditure on Bradley Street Drainage Upgrade Works by bringing forward portion of 23/24 budget
190379139074000	Bradley Street Drainage Upgrade Works	Transfer from Internal Reserves	0	-58,000	-44,988	13,012	
190379139074001	Bradley Street Drainage Upgrade Works	Transfer from Developer Contributions	0	0	-134,963	-134,963	
190379139074002	Bradley Street Drainage Upgrade Works	Transfer from Unexpended Grants	0	-392,000	-441,017	-49,017	
190379139076000	Bradley Street Drainage Upgrade Works	Transfer to Internal Reserves	0	0	93,487	93,487	
190379801560302	Bradley Street Drainage Upgrade Works	Contracts - Tendered Work	439,846	589,000	696,470	107,470	
190379802076500	Bradley Street Drainage Upgrade Works	Job Cost Expense	234	31,000	1,011	-29,989	
190379806024302	Bradley Street Drainage Upgrade Works	Contract Liability Extinguished - Cap - State	0	392,000	441,017	49,017	
190447100141612	22/23 Eastgrove Shared Pathway	22/23 Get Active NSW Capital	0	-70,000	-34,558	35,442	Q4.CO.54 Carry Unspent funds forward to enable completion of Eastgrove Shared Pathway Project
190447804060302	22/23 Eastgrove Shared Pathway	Contracts - Tendered Work	34,558	70,000	34,558	-35,442	
190447805515206	22/23 Eastgrove Shared Pathway	Contract Asset Created	0	0	34,558	34,558	
190338100141562	Shared Path - Mulwaree High to Middle Arm (G)	21/22 School Zone Infrastructure Sub Program Round 1	0	-11,412	-991	10,421	Q4.CO.55 Carry Unspent funds forward to enable completion of Shared Path Mulwaree High - Middle Arm Project
190338801560302	Shared Path - Mulwaree High to Middle Arm (G)	Contracts - Tendered Work	0	11,412	991	-10,421	
190338805515206	Shared Path - Mulwaree High to Middle Arm (G)	Contract Asset Created	0	0	991	991	
190338805515207	Shared Path - Mulwaree High to Middle Arm (G)	Contract Asset Extinguished	0	-236,135	0	236,135	

Proposed Budget Amendments - QTR4BUD

<i>Account Number</i>	<i>Project Description</i>	<i>Natural Account Description</i>	<i>Actuals - 23PJACT</i>	<i>Current Budget - 23PJQ3</i>	<i>Proposed Budget - 23PJQ4</i>	<i>Amendment</i>	<i>Comment</i>
190400139074001	21-22 Jerrara-Oallen Ford Road Rehabilitation	Transfer from Developer Contributions	0	-3,000,000	-2,481,437	518,563	Q4.CO.56 Carry Unspent funds forward to enable completion of Jerrara-Oallen Ford Project
190400801560302	21-22 Jerrara-Oallen Ford Road Rehabilitation	Contracts - Tendered Work	2,372,247	3,000,000	2,481,437	-518,563	
190020139074000	Museum Capital Works - Renewal	Transfer from Internal Reserves	0	-14,596	-4,873	9,723	Q4.CO1 Carry unspent funds forward to enable works, delayed to to other major projects on site to be completed in 2023/24
190020802560205	Museum Capital Works - Renewal	Materials - General	12,095	7,500	12,095	4,595	
190020802560302	Museum Capital Works - Renewal	Contracts - Tendered Work	6,192	20,874	6,192	-14,682	
190020802560306	Museum Capital Works - Renewal	Contracts - Freight	364	0	364	364	
190372139076000	Middle Arm Road Rehabilitation 22/23	Transfer to Internal Reserves	0	0	159,976	159,976	Q4.CO10 Carry over unspent funds in Middle Arm Road Rehab budget to 23/24.
190372801560205	Middle Arm Road Rehabilitation 22/23	Materials - General	0	7,905	0	-7,905	
190372801560302	Middle Arm Road Rehabilitation 22/23	Contracts - Tendered Work	0	152,071	0	-152,071	
190380139076000	Garroorigang Stormwater Improvements	Transfer to Internal Reserves	0	0	227,780	227,780	Q4.CO11 Carry over unspent funds in Garroorigang Stormwater Improvements budgetto 23/24.
190380801560302	Garroorigang Stormwater Improvements	Contracts - Tendered Work	0	257,392	29,612	-227,780	
190433139074000	Currawang Road Rehab	Transfer from Internal Reserves	0	-330,000	-175,902	154,098	Q4.CO12 Carry over unspent funds in Currawang Road Rehab budget to 23/24.
190433801560205	Currawang Road Rehab	Materials - General	4,770	66,000	4,770	-61,230	
190433801560302	Currawang Road Rehab	Contracts - Tendered Work	54,942	165,000	72,132	-92,868	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
190046100141556	Goulburn WMC Improvements - New	21/22 Local Roads & Community Infrastructure Phrase 2	-398,867	-675,812	-398,867	276,945	Q4.CO3 Account for Bank Guarantees recalled and carry-over unspent budget for completion of RUG Project in 2023/24
190046100141565	Goulburn WMC Improvements - New	DWM Community Recycling Grant	0	-180,000	0	180,000	
190046100141914	Goulburn WMC Improvements - New	Cap Conts - Other	-230,182	0	-230,182	-230,182	
190046100174275	Goulburn WMC Improvements - New	Internal - Cont Other	-437,304	-896,947	-437,304	459,643	
190046139074000	Goulburn WMC Improvements - New	Transfer from Internal Reserves	-572,895	-1,075,643	-649,464	426,179	
190046139074001	Goulburn WMC Improvements - New	Transfer from Developer Contributions	-14,602	-24,740	-14,602	10,138	
190046139074003	Goulburn WMC Improvements - New	Transfer from Unexpended Loans	-1,649,501	-2,794,794	-1,649,501	1,145,293	
190046139076000	Goulburn WMC Improvements - New	Transfer to Internal Reserves	0	0	230,182	230,182	
190046139076002	Goulburn WMC Improvements - New	Transfer to Unexpended Grants	173,450	0	173,450	173,450	
190046801560205	Goulburn WMC Improvements - New	Materials - General	8,962	0	8,962	8,962	
190046801560302	Goulburn WMC Improvements - New	Contracts - Tendered Work	3,172,803	5,647,936	3,108,628	-2,539,308	
190046801560307	Goulburn WMC Improvements - New	Contracts - Hire	16,192	0	16,192	16,192	
190046801560332	Goulburn WMC Improvements - New	Legal Expenses - Other	13,860	0	13,860	13,860	
190046801576500	Goulburn WMC Improvements - New	Job Cost Expense	2,096	0	2,096	2,096	
190046806024351	Goulburn WMC Improvements - New	Contract Liability Created - Cap - Commonwealth	-173,450	0	-173,450	-173,450	
190172139076000	Footpath Replacement	Transfer to Internal Reserves	0	0	79,479	79,479	
190172801560302	Footpath Replacement	Contracts - Tendered Work	0	79,479	0	-79,479	
190101139074000	Gravel Resheeting	Transfer from Internal Reserves	0	-200,000	-55,225	144,775	Q4.CO7 Carry over unspent funds in gravel resheeting budget to 23/24.
190101801560205	Gravel Resheeting	Materials - General	37,765	78,724	37,765	-40,959	
190101801560302	Gravel Resheeting	Contracts - Tendered Work	135,339	239,155	135,339	-103,816	
190264139076000	Kerb & Gutter Replacement	Transfer to Internal Reserves	0	0	9,103	9,103	Q4.CO8 Carry over unspent funds in Kerb Gutter Replacement budget to 23/24.
190264801560302	Kerb & Gutter Replacement	Contracts - Tendered Work	34,542	43,645	34,542	-9,103	
190265139076000	Drainage General Rural	Transfer to Internal Reserves	0	0	94,908	94,908	Q4.CO9 Carry over unspent funds in Drainage General Rural budget to 23/24.
190265801560302	Drainage General Rural	Contracts - Tendered Work	181,213	276,121	181,213	-94,908	
		Total - WIP Account: 16000 - WIP Works	4,489,193	2,464,196	2,700,543	236,347	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
WIP Account: 99999 - Suspense							
100098100140330	Library Programs	Fees - Children's Activities	-7,888	-3,500	-7,888	-4,388	
100098100160302	Library Programs	Contracts - Tendered Work	22,616	28,371	22,759	-5,612	Q4.CO.32 Carry over unspent budget from 2022/23 to 2023/24
100098139076000	Library Programs	Transfer to Internal Reserves	0	0	10,000	10,000	
100219100160205	Heritage Signs	Materials - General	0	10,000	0	-10,000	Q4.CO.33 Carry over unspent budget from 2022/23 to 2023/24
100219139076000	Heritage Signs	Transfer to Internal Reserves	0	0	10,000	10,000	
100083100160605	Marketing Operations	Advertising - General	83,960	145,000	115,000	-30,000	Q4.CO.34 Carry over unspent budget from 2022/23 to 2023/24
100083139076000	Marketing Operations	Transfer to Internal Reserves	0	0	30,000	30,000	for PJ100083.
100375100160605	Tablelands Co-Op Marketing	Advertising - General	0	10,000	2,500	-7,500	Q4.CO.35 Carry over unspent budget from 2022/23 to 2023/24
100375139076000	Tablelands Co-Op Marketing	Transfer to Internal Reserves	0	0	7,500	7,500	for PJ100375.
100149100140349	Goulburn WMC	Fees - Tipping Fees	-3,437,120	-3,100,000	-3,350,000	-250,000	Q4.CO.58 Trasfer excess income to internal reserve to offset
100149139076000	Goulburn WMC	Transfer to Internal Reserves	0	0	250,000	250,000	RUG over-expenditure in 2023/24
100065100160302	LEP & DCP Review Program	Contracts - Tendered Work	0	36,925	0	-36,925	Q4.CO2 Carry unspent funds forward to enable the
100065139074000	LEP & DCP Review Program	Transfer from Internal Reserves	0	-35,000	0	35,000	undertaking of 3D Modelling of CBD
100065139076000	LEP & DCP Review Program	Transfer to Internal Reserves	0	0	1,925	1,925	
100064100160302	Strategy Implementation	Contracts - Tendered Work	48,892	66,100	48,892	-17,208	Q4.CO4 Carry unspent funds forward to enable the
100064139074000	Strategy Implementation	Transfer from Internal Reserves	0	-65,000	-47,792	17,208	undertaking of Bushfire Study
100357100141520	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	2021 Floodplain Management Plan	-30,801	-100,000	-69,000	31,000	
100357100160302	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	Contracts - Tendered Work	103,500	150,000	103,500	-46,500	Q4.CO5 Carry unspent funds forward for the Marualan Flood
100357139074000	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	Transfer from Internal Reserves	0	-50,000	-34,500	15,500	Study
100357805515206	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	Contract Asset Created	0	0	38,199	38,199	
		Total - WIP Account: 99999 - Suspense	-3,216,841	-2,907,104	-2,868,905	38,199	
		Total - General Fund	1,272,352	-442,908	-168,362	274,546	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
Entity: 20 - Domestic Waste Management							
WIP Account: 16000 - WIP Works							
290002139074009	Compactor "Wrapping"	Transfer from Other External Restrictions	-4,650	-4,650	0	4,650	Q4.CO.31 Carryover Compactor "Wrapping" budget due to delay in delivery of plant
290002802560302	Compactor "Wrapping"	Contracts - Tendered Work	0	4,650	0	-4,650	
Total - WIP Account: 16000 - WIP Works			-4,650	0	0	0	
WIP Account: 99999 - Suspense							
200001100176275	Domestic Waste Management	Internal - Contribution Other	437,304	896,947	437,304	-459,643	Q4.CO3 Account for Bank Guarantees recalled and carry-over unspent budget for completion of RUG Project in 2023/24
Total - WIP Account: 99999 - Suspense			437,304	896,947	437,304	-459,643	
Total - Domestic Waste Management			432,654	896,947	437,304	-459,643	
Entity: 30 - Water Fund							
WIP Account: 16000 - WIP Works							
390021139076009	Marulan WTP Renewal	Transfer to Other External Restrictions	0	4,700,000	4,890,845	190,845	Q4.CO.23 Carry Unspent funds forward to enable completion of Marulan WTP Renewal Project
390021801560205	Marulan WTP Renewal	Materials - General	458	0	458	458	
390021801560302	Marulan WTP Renewal	Contracts - Tendered Work	108,337	300,000	108,337	-191,663	
390021801560306	Marulan WTP Renewal	Contracts - Freight	360	0	360	360	Q4.CO.24 Carry over Marulan PS Pontoon Replacement Project
390035139074009	Marulan PS Pontoon Design & Replacement/Sandbagging of Bank	Transfer from Other External Restrictions	0	-339,734	0	339,734	
390035801560302	Marulan PS Pontoon Design & Replacement/Sandbagging of Bank	Contracts - Tendered Work	-1,348	339,734	0	-339,734	
390061139074009	Water Treatment Security	Transfer from Other External Restrictions	0	-45,000	-16,747	28,253	Q4.CO.25 Carry Unspent funds forward to enable completion of Water Treatment Security Project
390061801560205	Water Treatment Security	Materials - General	7,717	0	7,717	7,717	
390061801560302	Water Treatment Security	Contracts - Tendered Work	9,030	45,000	9,030	-35,970	
Total - WIP Account: 16000 - WIP Works			124,554	5,000,000	5,000,000	0	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
WIP Account: 99999 - Suspense							
300007100141439	Biobank - HSP	Biobank - HSP	-36,393	0	-36,393	-36,393	Q4.CO.22 Allocate unexpended funds to Biobank Reserve
300007100141505	Biobank - HSP	18/19 Waste Less, Recycle More	0	-45,240	0	45,240	
300007100160205	Biobank - HSP	Materials - General	40	0	40	40	
300007100176500	Biobank - HSP	Job Cost Expense	1,685	0	1,685	1,685	
300007120060202	Biobank - HSP	Materials - Chemicals	0	1,028	0	-1,028	
300007120060205	Biobank - HSP	Materials - General	0	2,569	0	-2,569	
300007120060302	Biobank - HSP	Contracts - Tendered Work	0	41,100	0	-41,100	
300007120076500	Biobank - HSP	Job Cost Expense	0	3,096	0	-3,096	
300007139076009	Biobank - HSP	Transfer to Other External Restrictions	0	0	37,221	37,221	
		Total - WIP Account: 99999 - Suspense	-34,668	2,553	2,553	0	
		Total - Water Fund	89,886	5,002,553	5,002,553	0	

Entity: 40 - Sewer Fund							
WIP Account: 16000 - WIP Works							
490011100141545	STWRIS Stage 2 Reuse Irrigation Scheme (G)	20/21 Building Better Regions Fund Round 4	-1,232,093	-1,777,590	-1,687,240	90,350	Q4.CO.13 Carry unspent funds forward to enable the completion of Reuse Irrigation Project
490011139074001	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Transfer from Developer Contributions	0	-807,991	-766,927	41,064	
490011139074009	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Transfer from Other External Restrictions	0	-2,392,705	-2,271,087	121,618	
490011801560300	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Contracts - IT Support/Maintenance	193	0	193	193	
490011801560302	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Contracts - Tendered Work	4,725,062	4,978,286	4,725,062	-253,224	
490011805515206	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Contract Asset Created	0	0	455,147	455,147	
490008100141620	Marulan WWTP - Renewal	22/23 NSW Regional Housing Fund	0	-16,323	-20,347	-4,024	Q4.CO.14 Carry Unspent funds forward to enable completion of Marulan WWTP Renewal Project
490008139076002	Marulan WWTP - Renewal	Transfer to Unexpended Grants	0	1,383,677	1,379,653	-4,024	
490008139076009	Marulan WWTP - Renewal	Transfer to Other External Restrictions	0	5,979,464	6,163,141	183,677	
490008800060302	Marulan WWTP - Renewal	Contracts - Tendered Work	20,347	200,000	20,347	-179,653	
490008806024301	Marulan WWTP - Renewal	Contract Liability Created - Cap - State	0	-1,383,677	-1,379,653	4,024	

Proposed Budget Amendments - QTR4BUD

Account Number	Project Description	Natural Account Description	Actuals - 23PJACT	Current Budget - 23PJQ3	Proposed Budget - 23PJQ4	Amendment	Comment
490015139074009	Nth Gbn PS Rising Main-Capacity & Storage	Transfer from Other External Restrictions	0	-300,000	-8,799	291,201	Q4.CO.15 Carry Unspent funds forward to enable completion of Nth Goulburn PS Rising Main Project
490015801560302	Nth Gbn PS Rising Main-Capacity & Storage	Contracts - Tendered Work	8,799	300,000	8,799	-291,201	
490031139074009	Rec Area Sewer Pump Station Construction	Transfer from Other External Restrictions	0	-372,959	-190,882	182,077	Q4.CO.16 Carry Unspent funds forward to enable completion of Rec Area SPS Construction Project
490031801560302	Rec Area Sewer Pump Station Construction	Contracts - Tendered Work	190,882	372,959	190,882	-182,077	
490046139076009	May St SPS Upgrade	Transfer to Other External Restrictions	0	700,000	795,370	95,370	Q4.CO.17 Carry Unspent funds forward to enable completion of May St SPS Upgrade Project
490046801560302	May St SPS Upgrade	Contracts - Tendered Work	4,630	100,000	4,630	-95,370	
490067100141576	Goulburn WWTP Extension	22/23 Accelerated Infrastructure Fund Round 3	-300,000	-300,000	0	300,000	Q4.CO.18 Carry Unspent funds forward to enable completion of Goulburn WWTP Extension Project
490067139074001	Goulburn WWTP Extension	Transfer from Developer Contributions	0	-60,000	0	60,000	
490067139074009	Goulburn WWTP Extension	Transfer from Other External Restrictions	0	-40,000	0	40,000	
490067139076002	Goulburn WWTP Extension	Transfer to Unexpended Grants	0	10,961,775	11,261,775	300,000	
490067800060302	Goulburn WWTP Extension	Contracts - Tendered Work	0	100,000	0	-100,000	
490067801560205	Goulburn WWTP Extension	Materials - General	0	300,000	0	-300,000	
490067806024301	Goulburn WWTP Extension	Contract Liability Created - Cap - State	-10,961,775	-10,961,775	-11,261,775	-300,000	
490026100141601	SN Growing Local Economies Common St (G)	Cap Grants - Sewerage Services	0	-725,562	-313,293	412,269	
490026139074001	SN Growing Local Economies Common St (G)	Transfer from Developer Contributions	0	-363,241	0	363,241	Q4.CO.19 Carry Unspent funds forward to enable completion of Growing Local Economies (Common Street) Project
490026801560302	SN Growing Local Economies Common St (G)	Contracts - Tendered Work	312,793	1,088,803	312,793	-776,010	
490026801561700	SN Growing Local Economies Common St (G)	Valuation Fees	500	0	500	500	
490026805515206	SN Growing Local Economies Common St (G)	Contract Asset Created	0	0	313,293	313,293	
490026805515207	SN Growing Local Economies Common St (G)	Contract Asset Extinguished	0	-133,447	0	133,447	
490003139074009	Marulan Pump Station Improvements	Transfer from Other External Restrictions	-25,061	-25,061	-258,339	-233,278	Q4.CO.20 Account for higher than anticipated expenditure on Marulan PS Improvements by bringing forward portion of 23/24 budget
490003801560302	Marulan Pump Station Improvements	Contracts - Tendered Work	257,856	25,061	257,856	232,795	
490003801576500	Marulan Pump Station Improvements	Job Cost Expense	483	0	483	483	
490061139076009	Kenmore Hospital PS Power	Transfer to Other External Restrictions	0	0	190,591	190,591	Q4.CO.21 Carry Unspent funds forward to enable completion of Kenmore Hospital PS Power Project
490061801560302	Kenmore Hospital PS Power	Contracts - Tendered Work	9,409	200,000	9,409	-190,591	

Proposed Budget Amendments - QTR4BUD

<i>Account Number</i>	<i>Project Description</i>	<i>Natural Account Description</i>	<i>Actuals - 23PJACT</i>	<i>Current Budget - 23PJQ3</i>	<i>Proposed Budget - 23PJQ4</i>	<i>Amendment</i>	<i>Comment</i>
490055139074009	Goulburn WWTP Security	Transfer from Other External Restrictions	0	-50,000	-6,924	43,076	Q4.CO.26 Carry Unspent funds forward to enable completion of Goulburn WWTP Security Project
490055801560205	Goulburn WWTP Security	Materials - General	4,335	0	4,335	4,335	
490055801560302	Goulburn WWTP Security	Contracts - Tendered Work	2,589	50,000	2,589	-47,411	
		Total - WIP Account: 16000 - WIP Works	-6,981,050	7,029,694	7,931,582	901,888	
		Total - Sewer Fund	-6,981,050	7,029,694	7,931,582	901,888	

Grand Total -5,186,158 12,486,286 13,203,077 716,791

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PJCO	Amendment	Comment
Entity: 10 - General Fund							
WIP Account: 16000 - WIP Works							
190020139074000	Museum Capital Works - Renewal	Transfer from Internal Reserves	0	0	-9,723	-9,723	CO.01 Carry-over funds to enable completion of works, delayed in 2022/23 due to other major projects on site, in current budget
190020802560205	Museum Capital Works - Renewal	Materials - General	0	7,500	12,223	4,723	
190020802560302	Museum Capital Works - Renewal	Contracts - Tendered Work	0	7,500	12,500	5,000	
190046100141556	Goulburn WMC Improvements - New	21/22 Local Roads & Community Infrastructure Phrase 2	0	0	-276,944	-276,944	CO.03 Carry Unspent funds forward to enable completion of RUG Project and CO.30 Carry unspent funds on WMC Landscaping for inclusion in WMC Upgrade project in 2023/24
190046100141565	Goulburn WMC Improvements - New	DWM Community Recycling Grant	0	0	-180,000	-180,000	
190046100174275	Goulburn WMC Improvements - New	Internal - Cont Other	0	0	-459,643	-459,643	
190046139074001	Goulburn WMC Improvements - New	Transfer from Developer Contributions	0	0	-10,138	-10,138	
190046139074002	Goulburn WMC Improvements - New	Transfer from Unexpended Grants	0	0	-173,450	-173,450	
190046139074003	Goulburn WMC Improvements - New	Transfer from Unexpended Loans	0	0	-1,145,293	-1,145,293	
190046806024352	Goulburn WMC Improvements - New	Contract Liability Extinguished - Cap - Commonwealth	0	0	173,450	173,450	
190046139074000	Goulburn WMC Improvements - New	Transfer from Internal Reserves	0	0	-696,361	-696,361	
190046801560302	Goulburn WMC Improvements - New	Contracts - Tendered Work	468,083	0	2,768,380	2,768,380	
190172139074000	Footpath Replacement	Transfer from Internal Reserves	0	0	-79,479	-79,479	
190172801560302	Footpath Replacement	Contracts - Tendered Work	0	139,479	218,958	79,479	
190101139074000	Gravel Resheeting	Transfer from Internal Reserves	0	0	-144,775	-144,775	CO.07 Carry over unspent funds in gravel resheeting budget to 23/24.
190101801560205	Gravel Resheeting	Materials - General	10,527	74,616	115,575	40,959	
190101801560302	Gravel Resheeting	Contracts - Tendered Work	35,032	222,700	326,516	103,816	CO.08 Carry over unspent funds in Kerb Gutter Replacement budget to 23/24.
190264139074000	Kerb & Gutter Replacement	Transfer from Internal Reserves	0	0	-9,103	-9,103	
190264801560302	Kerb & Gutter Replacement	Contracts - Tendered Work	0	98,387	107,490	9,103	CO.09 Carry over unspent funds in Drainage General Rural budget to 23/24.
190265139074000	Drainage General Rural	Transfer from Internal Reserves	0	0	-94,908	-94,908	
190265801560302	Drainage General Rural	Contracts - Tendered Work	0	0	94,908	94,908	CO.10 Carry over unspent funds in Middle Arm Road Rehab budget to 23/24.
190372139074000	Middle Arm Road Rehabilitation 22/23	Transfer from Internal Reserves	0	0	-159,976	-159,976	
190372801560205	Middle Arm Road Rehabilitation 22/23	Materials - General	0	0	7,905	7,905	
190372801560302	Middle Arm Road Rehabilitation 22/23	Contracts - Tendered Work	0	0	152,071	152,071	CO.11 Carry over unspent funds in Garroorigang Stormwater Improvements budget to 23/24.
190380139074000	Garroorigang Stormwater Improvements	Transfer from Internal Reserves	0	0	-227,780	-227,780	
190380801560302	Garroorigang Stormwater Improvements	Contracts - Tendered Work	179,610	0	227,780	227,780	

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PJCO	Amendment	Comment
190433139074000	Currawang Road Rehab	Transfer from Internal Reserves	0	0	-154,098	-154,098	CO.12 Carry over unspent funds in Currawang Road Rehab budget to 23/24.
190433801560205	Currawang Road Rehab	Materials - General	0	0	61,230	61,230	
190433801560302	Currawang Road Rehab	Contracts - Tendered Work	0	0	92,868	92,868	
190033139074000	Environmental Improvement Works Goulburn	Transfer from Internal Reserves	0	-39,103	-75,702	-36,599	CO.27 Carry Unspent funds forward to enable completion of Environmental Improvement Works (Goulburn WMC) Project
190033801560302	Environmental Improvement Works Goulburn	Contracts - Tendered Work	0	145,000	181,599	36,599	
190034139074000	Environmental Improvement Works Marulan	Transfer from Internal Reserves	0	0	-69,125	-69,125	CO.28 Carry Unspent funds forward to enable completion of Environmental Improvement Works (Marulan WMC) Project
190034139074001	Environmental Improvement Works Marulan	Transfer from Developer Contributions	0	-5,000	-105,000	-100,000	
190034801560302	Environmental Improvement Works Marulan	Contracts - Tendered Work	0	5,000	174,125	169,125	
190037139074000	Replacement Bins & Lifters	Transfer from Internal Reserves	0	0	-66,000	-66,000	CO.29 Carry over purchase of new bins & lifters for Waste Management Centres
190037802560205	Replacement Bins & Lifters	Materials - General	0	30,000	96,000	66,000	
190437100141522	GRAG - New Gallery Development	22/23 Creative Capital Minor Works & Equipment R2	0	-101,956	-110,056	-8,100	CO.36 Adjust for new grant funded program and allocate the expected income & expenditure for this financial year with the remainder to be included in the 2023/24 budget.
190437139074002	GRAG - New Gallery Development	Transfer from Unexpended Grants	0	-54,214	-62,314	-8,100	
190437801560302	GRAG - New Gallery Development	Contracts - Tendered Work	0	106,956	115,056	8,100	
190437806024302	GRAG - New Gallery Development	Contract Liability Extinguished - Cap - State	0	54,214	62,314	8,100	
190462100141424	22-24 Rocky Hill Tower Memorial Conservation Project	22/23 Saluting Their Service	0	0	-132,250	-132,250	CO.37 Bring in budget for this project and extinguish contract liability created in 2022/23.
190462139074002	22-24 Rocky Hill Tower Memorial Conservation Project	Transfer from Unexpended Grants	0	0	-132,250	-132,250	
190462801560302	22-24 Rocky Hill Tower Memorial Conservation Project	Contracts - Tendered Work	0	0	132,250	132,250	
190462806024302	22-24 Rocky Hill Tower Memorial Conservation Project	Contract Liability Extinguished - Cap - State	0	0	132,250	132,250	
190051139074000	Plant & Equipment - Aquatic Centre	Transfer from Internal Reserves	0	0	-6,475	-6,475	CO.38 Carry over remaining budget for Aquatic Centre PPE purchases to 2023/24
190051802560205	Plant & Equipment - Aquatic Centre	Materials - General	0	20,000	26,475	6,475	
190450100141551	Japanese Garden Enhancement Stage 2	20/21 Building Better Regions Fund Round 5	0	-300,000	-350,000	-50,000	CO.39 Adjust carry over for Japanese Garden to match actual income and expenditure.
190450100141625	Japanese Garden Enhancement Stage 2	22/23 Cross Border Commissioners Infrastructure Fund	0	-400,000	-367,129	32,871	
190450139074002	Japanese Garden Enhancement Stage 2	Transfer from Unexpended Grants	0	-120,000	-87,129	32,871	
190450801560302	Japanese Garden Enhancement Stage 2	Contracts - Tendered Work	0	700,000	717,129	17,129	
190450806024302	Japanese Garden Enhancement Stage 2	Contract Liability Extinguished - Cap - State	0	120,000	87,129	-32,871	

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PJCO	Amendment	Comment
190387139074000	Playground - Tony Onions Park - Everyone Can Play (G)	Transfer from Internal Reserves	0	0	-15,683	-15,683	CO.40 Reduce transfer from reserve as project under budget.
190387801560302	Playground - Tony Onions Park - Everyone Can Play (G)	Contracts - Tendered Work	13,831	0	15,683	15,683	
190378100141527	Carr Confoy Netball Court Resurfacing - SCCF (G)	21/22 Stronger Country Communities Fund Round 4	0	-639,998	-632,214	7,784	CO.41 Adjust carry over for Netball Court Resurfacing to match actual income and expenditure.
190378139074002	Carr Confoy Netball Court Resurfacing - SCCF (G)	Transfer from Unexpended Grants	0	-255,999	-248,215	7,784	
190378801560302	Carr Confoy Netball Court Resurfacing - SCCF (G)	Contracts - Tendered Work	0	699,998	692,214	-7,784	
190378806024302	Carr Confoy Netball Court Resurfacing - SCCF (G)	Contract Liability Extinguished - Cap - State	0	255,999	248,215	-7,784	
190392100141573	Carr Confoy Pavillion (G)	21/22 Multi Sports Community Facilities Fund	0	-3,482,429	-3,490,554	-8,125	CO.42 Adjust carry over for Carr Confoy Pavillion to match actual income and expenditure.
190392139074002	Carr Confoy Pavillion (G)	Transfer from Unexpended Grants	0	-421,703	-429,828	-8,125	
190392139076000	Carr Confoy Pavillion (G)	Transfer to Internal Reserves	0	131,575	122,545	-9,030	
190392801560302	Carr Confoy Pavillion (G)	Contracts - Tendered Work	0	7,350,854	7,368,009	17,155	
190392806024302	Carr Confoy Pavillion (G)	Contract Liability Extinguished - Cap - State	0	421,703	429,828	8,125	
190391100141631	BMX Track Upgrade	2223 NSW Infrastructure Grant	0	0	-50,726	-50,726	CO.43 Bring in budget carry over and create contract asset for BMX Track Upgrade.
190391139074000	BMX Track Upgrade	Transfer from Internal Reserves	0	0	-35,726	-35,726	
190391139074002	BMX Track Upgrade	Transfer from Unexpended Grants	0	0	-50,726	-50,726	
190391801560302	BMX Track Upgrade	Contracts - Tendered Work	99,683	0	101,452	101,452	
190391806024302	BMX Track Upgrade	Contract Liability Extinguished - Cap - State	0	0	35,726	35,726	
190203139074000	Active Recreation Facilities Renewal Future Years	Transfer from Internal Reserves	0	0	-8,472	-8,472	CO.44 Carry over unspent funding in Recreation Facilities Renewals to 2023/24.
190203801560302	Active Recreation Facilities Renewal Future Years	Contracts - Tendered Work	0	50,000	58,472	8,472	
190351805515207	BLER - Tallong Village Project - Capital	Contract Asset Extinguished	0	-93,000	-143,599	-50,599	CO.45 Update budget and create contract asset to carry over to 2023/24.
190348100141511	Kinghorne/Albert Roundabout - Blackspot (G)	21/22 Australian Government Blackspot Program	0	-520,339	-562,542	-42,203	CO.46 Update budget and create contract asset to carry over to 2023/24.
190348801560302	Kinghorne/Albert Roundabout - Blackspot (G)	Contracts - Tendered Work	0	520,339	562,542	42,203	
190348805515206	Kinghorne/Albert Roundabout - Blackspot (G)	Contract Asset Created	0	-64,458	-22,255	42,203	
190315139074001	RHL Mogo Road - Hi Quality S94	Transfer from Developer Contributions	0	0	-104,231	-104,231	CO.47 Carry over developer contributions to 2023/24.
190315801560302	RHL Mogo Road - Hi Quality S94	Contracts - Tendered Work	5,688	0	104,231	104,231	
190171139074003	Towrang Road Bridge Replacement	Transfer from Unexpended Loans	0	0	-69,434	-69,434	CO.48 Carry over portion of unexpended loan to 2023/24
190171801560302	Towrang Road Bridge Replacement	Contracts - Tendered Work	0	0	69,434	69,434	

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PICO	Amendment	Comment
190417100141563	Riverside Park Pump Track Project	2122 Places to Pay Program	0	0	-28,538	-28,538	CO.49 Carry Unspent funds forward to enable completion of Riverside Park Pump Track Project
190417139074000	Riverside Park Pump Track Project	Transfer from Internal Reserves	0	0	-4,389	-4,389	
190417801560302	Riverside Park Pump Track Project	Contracts - Tendered Work	3,905	0	32,927	32,927	
190417802076500	Riverside Park Pump Track Project	Job Cost Expense	738	0	13,487	13,487	
190417805515207	Riverside Park Pump Track Project	Contract Asset Extinguished	0	0	-62,502	-62,502	
190312139074000	Copford Reach Improvements	Transfer from Internal Reserves	0	-100,650	-98,200	2,450	CO.50 Reduce budget for Copford Reach Improvements due to higher than anticipated expenditure in 2022/23
190312801560302	Copford Reach Improvements	Contracts - Tendered Work	483	200,650	198,200	-2,450	
190307100141557	Wollondilly Walking Track - Cemetery St (G)	21/22 Bushfire Local Economic Recovery Fund Cap	0	-400,000	-492,748	-92,748	CO.51 Carry Unspent funds forward to enable completion of Wollondilly Walking Track - Cemetery Street Project
190307801560302	Wollondilly Walking Track - Cemetery St (G)	Contracts - Tendered Work	266,025	650,000	742,748	92,748	
190307805515207	Wollondilly Walking Track - Cemetery St (G)	Contract Asset Extinguished	0	-500,000	-407,252	92,748	
190438100141408	Riverside Park Amenities & Park Infrastructure	22/23 Stronger Country Communities Fund Round 5	0	-139,575	-71,565	68,010	CO.52 Carry Unspent funds forward to enable completion of Riverside Park Amenities Project
190438139074002	Riverside Park Amenities & Park Infrastructure	Transfer from Unexpended Grants	0	-139,575	-31,650	107,925	
190438801560302	Riverside Park Amenities & Park Infrastructure	Contracts - Tendered Work	0	139,575	71,565	-68,010	
190438806024302	Riverside Park Amenities & Park Infrastructure	Contract Liability Extinguished - Cap - State	0	139,575	31,650	-107,925	
190379100141604	Bradley Street Drainage Upgrade Works	2122 NSW Severe Weather & Flooding Feb 2022	0	-588,000	-538,983	49,017	CO.53 Reduce budget for Bradley Street Drainage Upgrade Works due to higher than anticipated expenditure in 2022/23
190379139074000	Bradley Street Drainage Upgrade Works	Transfer from Internal Reserves	0	-42,000	-148,499	-106,499	
190379139074001	Bradley Street Drainage Upgrade Works	Transfer from Developer Contributions	0	-300,000	-165,037	134,963	
190379139074002	Bradley Street Drainage Upgrade Works	Transfer from Unexpended Grants	0	-588,000	-538,983	49,017	
190379801560302	Bradley Street Drainage Upgrade Works	Contracts - Tendered Work	342,749	1,193,500	1,116,019	-77,481	
190379806024302	Bradley Street Drainage Upgrade Works	Contract Liability Extinguished - Cap - State	0	588,000	538,983	-49,017	
190447100141612	22/23 Eastgrove Shared Pathway	22/23 Get Active NSW Capital	0	-1,945,000	-1,980,442	-35,442	CO.54 Carry Unspent funds forward to enable completion of Eastgrove Shared Pathway Project
190447801560302	22/23 Eastgrove Shared Pathway	Contracts - Tendered Work	0	1,945,000	1,980,442	35,442	
190447805515207	22/23 Eastgrove Shared Pathway	Contract Asset Extinguished	0	0	-34,558	-34,558	
190338100141562	Shared Path - Mulwaree High to Middle Arm (G)	21/22 School Zone Infrastructure Sub Program Round 1	0	0	-10,421	-10,421	CO.55 Carry Unspent funds forward to enable completion of Shared Path Mulwaree High - Middle Arm Project
190338804060302	Shared Path - Mulwaree High to Middle Arm (G)	Contracts - Tendered Work	0	0	10,421	10,421	
190338805515207	Shared Path - Mulwaree High to Middle Arm (G)	Contract Asset Extinguished	0	0	-237,126	-237,126	

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PJCO	Amendment	Comment
190400139074001	21-22 Jerrara-Oallen Ford Road Rehabilitation	Transfer from Developer Contributions	0	0	-518,563	-518,563	CO.56 Carry Unspent funds forward to enable completion of Jerrara-Oallen Ford Project
190400801560302	21-22 Jerrara-Oallen Ford Road Rehabilitation	Contracts - Tendered Work	8,314	0	518,563	518,563	
		Total - WIP Account: 16000 - WIP Works	1,434,668	4,777,121	4,540,775	-236,346	
WIP Account: 99999 - Suspense							
100065100160302	LEP & DCP Review Program	Contracts - Tendered Work	0	37,940	74,865	36,925	CO.02 Carry unspent funds forward to enable the undertaking of 3D Modelling of CBD
100065139074000	LEP & DCP Review Program	Transfer from Internal Reserves	0	-35,000	-71,925	-36,925	
100064100160302	Strategy Implementation	Contracts - Tendered Work	6,977	27,918	44,026	16,108	CO.04 Carry unspent funds forward to enable the undertaking of Bushfire Study
100064139074000	Strategy Implementation	Transfer from Internal Reserves	0	-25,000	-41,108	-16,108	
100357100141520	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	2021 Floodplain Management Plan	0	0	-31,000	-31,000	CO.05 Carry unspent funds forward for the Marulan Flood Study
100357100160302	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	Contracts - Tendered Work	0	0	46,500	46,500	
100357139074000	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	Transfer from Internal Reserves	0	0	-15,500	-15,500	
100357805515206	Marulan Flood Study/Foodplain Risk Mgt Plan (G)	Contract Asset Created	0	0	-38,199	-38,199	
100098100160302	Library Programs	Contracts - Tendered Work	800	28,000	38,000	10,000	CO.32 Carry over unspent budget from 2022/23 to 2023/24
100098139074000	Library Programs	Transfer from Internal Reserves	0	0	-10,000	-10,000	
100219100160205	Heritage Signs	Materials - General	0	5,000	15,000	10,000	CO.33 Carry over unspent budget from 2022/23 to 2023/24
100219139074000	Heritage Signs	Transfer from Internal Reserves	0	0	-10,000	-10,000	
100083100160601	Marketing Operations	Advertising - Online	6,709	120,000	157,500	37,500	CO.34 Carry over unspent budget from 2022/23 to 2023/24 for PJ100083 & PJ100375.
100083139074000	Marketing Operations	Transfer from Internal Reserves	0	0	-37,500	-37,500	
		Total - WIP Account: 99999 - Suspense	14,486	158,858	120,659	-38,199	
		Total - General Fund	1,449,154	4,935,979	4,661,434	-274,546	

Entity: 20 - Domestic Waste Management							
Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PJCO	Amendment	Comment
WIP Account: 99999 - Suspense							
200001100176275	Domestic Waste Management	Internal - Contribution Other	0	460,000	919,643	459,643	CO.03 Carry Unspent funds forward to enable completion of RUG Project
200002100160302	Domestic Waste Collection	Contracts - Tendered Work	0	12,000	16,650	4,650	CO.31 Carryover Compactor "Wrapping" budget due to delay in delivery of plant
200002139074009	Domestic Waste Collection	Transfer from Other External Restrictions	0	0	-4,650	-4,650	
		Total - WIP Account: 99999 - Suspense	0	472,000	931,643	459,643	
		Total - Domestic Waste Management	0	472,000	931,643	459,643	

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PJCO	Amendment	Comment
Entity: 30 - Water Fund							
WIP Account: 16000 - WIP Works							
390021139074009	Marulan WTP Renewal	Transfer from Other External Restrictions	0	-5,247,656	-5,438,501	-190,845	CO.23 Carry Unspent funds forward to enable completion of Marulan WTP Renewal Project
390021801560302	Marulan WTP Renewal	Contracts - Tendered Work	0	5,247,656	5,438,501	190,845	
390035139074009	Marulan PS Pontoon Design & Replacement/Sandbagging of Bank	Transfer from Other External Restrictions	0	0	-339,734	-339,734	CO.24 Carry over Marulan PS Pontoon Replacement Project
390035801560302	Marulan PS Pontoon Design & Replacement/Sandbagging of Bank	Contracts - Tendered Work	0	0	339,734	339,734	
390061139074009	Water Treatment Security	Transfer from Other External Restrictions	0	0	-28,253	-28,253	CO.25 Carry Unspent funds forward to enable completion of Water Treatment Security Project
390061801560302	Water Treatment Security	Contracts - Tendered Work	0	0	28,253	28,253	
Total - WIP Account: 16000 - WIP Works			0	0	0	0	
WIP Account: 99999 - Suspense							
300007100141505	Biobank - HSP	18/19 Waste Less, Recycle More	0	-47,050	0	47,050	CO.22 Correct Biobank budget - Income duplicated
300007120060302	Biobank - HSP	Contracts - Tendered Work	0	83,330	36,280	-47,050	
Total - WIP Account: 99999 - Suspense			0	36,281	36,280	0	
Total - Water Fund			0	36,281	36,280	0	
Entity: 40 - Sewer Fund							
WIP Account: 16000 - WIP Works							
490011100141545	STWRIS Stage 2 Reuse Irrigation Scheme (G)	20/21 Building Better Regions Fund Round 4	0	0	-90,350	-90,350	CO.13 Carry Unspent funds forward to enable completion of Reuse Irrigation Project
490011139074001	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Transfer from Developer Contributions	0	0	-41,064	-41,064	
490011139074009	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Transfer from Other External Restrictions	0	0	-121,618	-121,618	
490011801560302	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Contracts - Tendered Work	145,558	0	253,031	253,031	
490011805515207	STWRIS Stage 2 Reuse Irrigation Scheme (G)	Contract Asset Extinguished	0	0	-455,147	-455,147	

Proposed Budget Amendments - CARRBUD

Account Number	Project Description	Natural Account Description	Actuals - 24PJACT	Current Budget - 24PJOB	Proposed Budget - 24PICO	Amendment	Comment
490008100141620	Marulan WWTP - Renewal	22/23 NSW Regional Housing Fund	0	-1,383,677	-1,379,653	4,024	CO.14 Carry Unspent funds forward to enable completion of Marulan WWTP Renewal Project
490008139074002	Marulan WWTP - Renewal	Transfer from Unexpended Grants	0	-1,383,677	-1,379,653	4,024	
490008139074009	Marulan WWTP - Renewal	Transfer from Other External Restrictions	0	-14,483,295	-14,666,972	-183,677	
490008800060302	Marulan WWTP - Renewal	Contracts - Tendered Work	0	0	179,653	179,653	
490008806024302	Marulan WWTP - Renewal	Contract Liability Extinguished - Cap - State	0	1,383,677	1,379,653	-4,024	
490015139074009	Nth Gbn PS Rising Main-Capacity & Storage	Transfer from Other External Restrictions	0	-200,000	-491,201	-291,201	CO.15 Carry Unspent funds forward to enable completion of Nth Goulburn PS Rising Main Project
490015801560302	Nth Gbn PS Rising Main-Capacity & Storage	Contracts - Tendered Work	0	200,000	491,201	291,201	
490031139074009	Rec Area Sewer Pump Station Construction	Transfer from Other External Restrictions	0	0	-182,077	-182,077	CO.16 Carry Unspent funds forward to enable completion of Rec Area SPS Construction Project
490031801560302	Rec Area Sewer Pump Station Construction	Contracts - Tendered Work	0	0	182,077	182,077	
490046139074009	May St SPS Upgrade	Transfer from Other External Restrictions	0	-700,000	-795,370	-95,370	CO.17 Carry Unspent funds forward to enable completion of May St SPS Upgrade Project
490046801560302	May St SPS Upgrade	Contracts - Tendered Work	0	700,000	795,370	95,370	
490067100141576	Goulburn WWTP Extension	22/23 Accelerated Infrastructure Fund Round 3	0	-10,961,775	-11,261,775	-300,000	CO.18 Carry Unspent funds forward to enable completion of Goulburn WWTP Extension Project
490067139074001	Goulburn WWTP Extension	Transfer from Developer Contributions	0	-2,192,335	-2,252,355	-60,020	
490067139074002	Goulburn WWTP Extension	Transfer from Unexpended Grants	0	-10,961,775	-11,261,775	-300,000	
490067139074009	Goulburn WWTP Extension	Transfer from Other External Restrictions	0	-1,661,570	-1,701,570	-40,000	
490067800060302	Goulburn WWTP Extension	Contracts - Tendered Work	0	0	100,000	100,000	
490067801560205	Goulburn WWTP Extension	Materials - General	0	0	300,000	300,000	
490067806024302	Goulburn WWTP Extension	Contract Liability Extinguished - Cap - State	0	10,961,755	11,261,775	300,020	
490026100141601	SN Growing Local Economies Common St (G)	Cap Grants - Sewerage Services	0	0	-412,269	-412,269	CO.19 Carry Unspent funds forward to enable completion of Growing Local Economies (Common Street) Project
490026139074001	SN Growing Local Economies Common St (G)	Transfer from Developer Contributions	0	0	-363,241	-363,241	
490026801560302	SN Growing Local Economies Common St (G)	Contracts - Tendered Work	232,289	0	775,510	775,510	
490026805515207	SN Growing Local Economies Common St (G)	Contract Asset Extinguished	0	0	-446,740	-446,740	
490003139074009	Marulan Pump Station Improvements	Transfer from Other External Restrictions	0	-937,446	-704,168	233,278	CO.20 Reduce budget for Marulan Pump Station Improvements due to higher than anticipated expenditure in 2022/23
490003801560302	Marulan Pump Station Improvements	Contracts - Tendered Work	205,703	937,446	704,168	-233,278	
490061139074009	Kenmore Hospital PS Power	Transfer from Other External Restrictions	0	0	-190,591	-190,591	CO.21 Carry Unspent funds forward to enable completion of Kenmore Hospital PS Power Project
490061801560302	Kenmore Hospital PS Power	Contracts - Tendered Work	0	0	190,591	190,591	

Proposed Budget Amendments - CARRBUD

<i>Account Number</i>	<i>Project Description</i>	<i>Natural Account Description</i>	<i>Actuals - 24PJACT</i>	<i>Current Budget - 24PJOB</i>	<i>Proposed Budget - 24PJCO</i>	<i>Amendment</i>	<i>Comment</i>
490055139074009	Goulburn WWTP Security	Transfer from Other External Restrictions	0	0	-43,076	-43,076	CO.26 Carry Unspent funds forward to enable completion of Goulburn WWTP Security Project
490055801560302	Goulburn WWTP Security	Contracts - Tendered Work	0	0	43,076	43,076	
		Total - WIP Account: 16000 - WIP Works	583,550	-30,682,672	-31,584,560	-901,887	
		Total - Sewer Fund	583,550	-30,682,672	-31,584,560	-901,887	

Grand Total 2,032,703 -25,238,412 -25,955,203 -716,790

16.4 GOULBURN RUG CONSTRUCTION BUDGET

Author: Director Utilities
Authoriser: Aaron Johansson, Chief Executive Officer
Attachments: Nil

Link to Community Strategic Plan:	21. Our Infrastructure IN6 Implement safe, accessible, and efficient management and recycling options for general waste, green waste, and sewage.
Cost to Council:	An additional cost of \$2,080,595 in addition to the original budget of \$8,440,000.
Use of Reserve Funds:	The project to date has been funded by LRCI (Local Roads and Community Infrastructure) funding \$1,034,951; Waste Less Recycle More Initiative for Improved Systems for Household Problem Waste Funding \$180,000; Waste Management Centre reserves for WMC Improvements; WMC Tip Replacement and Special Project reserves; and Domestic Waste Reserves.

<p>RECOMMENDATION</p> <p>That:</p> <ol style="list-style-type: none"> 1. The report from the Director Utilities be received on the Goulburn RUG Construction Budget. 2. Council approves \$250,000 be transferred to the RUG project from Waste Reserves from higher than budgeted 2022/23 waste fees to cover additional costs incurred in this project. 3. Council approves that the drilling mud project, at the Goulburn Waste Management Centre, be postponed and the budget of \$1,830,595 be transferred to the RUG project to cover the additional costs incurred in this project.
--

BACKGROUND

Council approved the initial contract for the construction of the Goulburn Waste Management Centre RUG (ReUse Goulburn) project on 3 August 2021. The project experienced considerable construction delays and the contract with Lloyd Group was terminated on 14 April 2023 following Lloyd Group entering Voluntary Administration.

Council approved Project Management Services on 18 April 2023 to assist staff to deliver the project rather than advertise a tender for a head contractor.

REPORT

The RUG project has incurred additional costs over the longer than anticipated duration of the project. The project originally had a completion period of twelve months. This timeframe however was not met due to weather and contractual delays. Since the commencement of the project, construction costs have risen significantly adding to the overall cost of the project. The project has also experienced longer than anticipated project management assistance and as well as other costs associated with the project. The current budget does not cover the additional expenses incurred or the rise in construction and material costs.

During 2022/23, the fees received for waste disposal at the Waste Management Centres exceeded the estimated income for the year. This additional income will be moved into a reserve for the Waste Management Centre as part of the carryover report in this agenda. It is proposed that

\$250,000 from this reserve be allocated to the RUG project to fund part of the current shortfall in the budget.

It is also recommended that the Drilling Mud project, programmed for this financial year, be postponed, and this budget be reallocated to the RUG project to fund the remaining budget shortfall. The drilling mud project budget is \$1,830,595. The delivery of the drilling mud project is difficult to achieve this financial year with continued major construction works on site as part of the RUG project. Delaying the drilling mud project, will also allow the project to be further assessed as part of the update of the Waste Strategic Plan. The update of the Waste Strategic Business plan is important to ensure that Council is working towards continued waste services at the Council Waste Management facilities.

16.5 TENDER 2223T0020 GOULBURN RUG CONSTRUCTION - ROOFING / CLADDING

Author: Director Utilities

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Evaluation Report - 2223T0020 - Confidential

Link to Community Strategic Plan:	21. Our Infrastructure IN6 Implement safe, accessible, and efficient management and recycling options for general waste, green waste, and sewage.
Cost to Council:	\$677,231.25
Use of Reserve Funds:	This project includes LRCI (Local Roads and Community Infrastructure) funding; Waste Less Recycle More Initiative for Improved Systems for Household Problem Waste Funding \$180,000; Waste Management Centre Reserves for WMC Improvements; WMC Tip Replacement and Special Projects Reserves; and Domestic Waste Reserves.

RECOMMENDATION

1. The report from the Director Utilities on Tender 2223T0020 Goulburn RUG Construction – Roofing / Cladding be received.
2. The Tender from ARW Multigroup Pty Ltd is accepted for the Goulburn RUG Construction – Roofing/Cladding Contract in accordance with the specification and documents for Tender 2223T0020 for the lump sum price of \$677,231.25.
3. The Chief Executive Officer be given a delegated authority for variations up to 10% of the contract lump sum. This being \$67,723.

BACKGROUND

Tenders have been called for the supply and installation of all remaining roofing and metal cladding to complete the RUG buildings.

REPORT

Tenders were called for 2223T0020 Goulburn RUG Construction – Roofing / Cladding on 27 June 2023. The tender process was conducted in accordance with the requirements of the *Local Government Act 1993*, *Local Government (General) Regulation 2005* and the Tendering Guidelines of NSW Local Government (General) Regulation 2009.

Tenders closed on 25 July 2023 and three submissions were received from the following companies:

Company	Address
ARW Multigroup Pty Ltd	PO Box 332 GOULBURN NSW 2580
Greenwich Build	Level 12, 141 Walker Street NORTH SYDNEY NSW 2060
National Roof Care Pty Ltd	4/973 Nepean Highway BENTLEIGH VIC 7061

The Tender Evaluation Panel was established and included:

- Business Manager Infrastructure (Chair)
- Projects Engineer
- RUG Consultant Project Manager

The Tender Plan was completed and signed prior to advertisement. The evaluation process was carried out by the panel following the process detailed in the Tender Plan. The final Evaluation Report is provided with this Council report.

The evaluation process was undertaken in four (4) distinct phases (Refer to the evaluation report for further details).

Phase 1: Preliminary Evaluation (excluding Price)

The panel met to determine whether the tenders were conforming to the mandatory submission requirements. Both tenders were conforming.

Phase 2: Detailed Evaluation of Non-price Evaluation Criteria

The panel completed the detailed evaluation of non-price criteria in accordance with the following weightings:

- Company Experience and Performance 25%
- Company Capability and Resourcing 25%
- Project Appreciation and Methodology 30%
- Proposed Program of Works 10%
- Local Business and Industry Participation 10%

Phase 3: Detailed Evaluation Including Consideration of Price

Price schedule was reviewed and combined with the non-price criteria. The weightings for this were:

- Non-price criteria 60 %
- Price criteria 40 %

Phase 4: Final Evaluation

The overall value for money was assessed and the overall ranking was determined to be:

Ranking	Tenderer
1	ARW Multigroup Pty Ltd
2	Greenwich Build
3	National Roof Care Pty Ltd

ARW Multigroup also provided a price for scaffolding and safety rails separately from their lump sum price for the contract works. Scaffolding and safety rails is required for this work and has been included in the lump sum price in the recommendation.

Following the completion of the tender evaluation process, The Panel recommends ARW Multigroup Pty Ltd to be the preferred tenderer in accordance with the documentation for 2223T0020. This recommendation is based on ARW Multigroup Pty Ltd being the highest-ranking proponent at the completion of the evaluation process combining both the non-price and price criteria.

The Evaluation Report is included with the Closed Session reports in accordance with s10A(2)(d) *Local Government Act 1993* as it contains commercial information that would, if disclosed, prejudice the commercial position of the person who supplied it. It is not appropriate for this to be provided in an Open Session as it relates to tender information.

16.6 TENDER 2223T0019 GOULBURN RUG CONSTRUCTION - ELECTRICAL, MECHANICAL, COMMUNICATIONS, CCTV.

Author: Director Utilities

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Evaluation Report - 2223T0019 - Confidential

Link to Community Strategic Plan:	21. Our Infrastructure IN6 Implement safe, accessible, and efficient management and recycling options for general waste, green waste, and sewage.
Cost to Council:	\$676,907
Use of Reserve Funds:	This project includes LRCI (Local Roads and Community Infrastructure) funding; Waste Less Recycle More Initiative for Improved Systems for Household Problem Waste Funding \$180,000; Waste Management Centre Reserves for WMC Improvements; WMC Tip Replacement and Special Projects Reserves; and Domestic Waste Reserves.

RECOMMENDATION

1. The report from the Director Utilities on Tender 2223T0019 Goulburn RUG Construction – Electrical, Mechanical, Communications and CCTV be received.
2. The Tender from Rodgers Electrical Pty Ltd is accepted for the Goulburn RUG Construction – Electrical, Mechanical, Communications and CCTV Contract in accordance with the specification and documents for Tender 2223T0019 for the lump sum price of \$676,907.
3. The Chief Executive Officer be given a delegated authority for variations up to 10% of the contract lump sum. This being \$67,690.70.

BACKGROUND

Tenders have been called for the supply and installation of electrical, mechanical, communications and CCTV works for the RUG project at the Goulburn Waste Management Centre.

REPORT

Tenders were called for 2223T0019 Goulburn RUG Construction – Electrical, Mechanical, Communications and CCTV on 27 June 2023. The tender process was conducted in accordance with the requirements of the *Local Government Act 1993, Local Government (General) Regulation 2005* and the Tendering Guidelines of NSW Local Government (General) Regulation 2009.

Tenders closed on 25 July 2023 and three submissions were received from the following companies:

Company	Address
Loco Power Group Pty Ltd	22 Arabana Street CANBERRA ACT 2614
Radi Pty Ltd	5/7 Lone Pine Place SMEATON GRANGE NSW 2567
Rodgers Electrical Pty Ltd	1/6 Sleigh Place HUME ACT 2620

The Tender Evaluation Panel was established and included:

- Business Manager Infrastructure (Chair)
- Projects Engineer
- RUG Contract Project Manager

The Tender Plan was completed and signed prior to advertisement. The evaluation process was carried out by the panel following the process detailed in the Tender Plan. The final Evaluation Report is provided with this Council report.

The evaluation process was undertaken in four (4) distinct phases (Refer to the evaluation report for further details).

Phase 1: Preliminary Evaluation (excluding Price)

The panel met to determine whether the tenders were conforming to the mandatory submission requirements. Both tenders were conforming.

Phase 2: Detailed Evaluation of Non-price Evaluation Criteria

The panel completed the detailed evaluation of non-price criteria in accordance with the following weightings:

- Company Experience and Performance 25%
- Company Capability and Resourcing 25%
- Project Appreciation and Methodology 30%
- Proposed Program of Works 10%
- Local Business and Industry Participation 10%

Phase 3: Detailed Evaluation Including Consideration of Price

Price schedule was reviewed and combined with the non-price criteria. The weightings for this were:

- Non-price criteria 60 %
- Price criteria 40 %

The price submitted by Radi Pty Ltd was deemed non-conforming as it did not include pricing for all components of the work required.

Phase 4: Final Evaluation

The overall value for money was assessed and the overall ranking was determined to be:

Ranking	Tenderer
1	Rodgers Electrical Pty Ltd
2	Loco Power Group Pty Ltd

Following the completion of the tender evaluation process, The Panel recommends Rodgers Electrical Pty Ltd to be the preferred tenderer in accordance with the documentation for 2223T0019. This recommendation is based on Rodgers Electrical Pty Ltd being the highest-ranking proponent at the completion of the evaluation process combining both the non-price and price criteria.

The Evaluation Report is included with the Closed Session reports in accordance with s10A(2)(d) *Local Government Act 1993* as it contains commercial information that would, if disclosed, prejudice the commercial position of the person who supplied it. It is not appropriate for this to be provided in an Open Session as it relates to tender information.

16.7 TENDER 2223T0017 JAPANESE GARDEN CONSTRUCTION STAGE 2

Author: Business Manager Community Facilities
 Director Operations

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Tender 2223T0017 Evaluation Report - Confidential

Link to Community Strategic Plan:	19. Our Infrastructure IN4 Maintain and update existing community facilities, and support the development of new community infrastructure as needed.
Cost to Council:	Nil as a result of this report. All tenders received exceeded the allocated budget.
Use of Reserve Funds:	Nil as a result of this report.

RECOMMENDATION

That:

1. The report from the Business Manager Community Facilities on Tender 2223T0017 Japanese Garden Construction Stage 2 be received.
2. Council decline to accept tenders from the respondents for Tender 2223T0017 Japanese Garden Construction Stage 2, under Clause 178.3 (a) of the Local Government (General) Regulation 2021.
3. Council cancel the proposal for the contract for Tender 2223T0017 Japanese Garden Construction Stage 2, under Clause 178.3 (a) of the Local Government (General) Regulation 21, due to current market conditions.
4. Council note that because of extenuating circumstances a satisfactory result would not be achieved by inviting fresh tenders for the construction of the Japanese Garden Construction Stage 2.
5. Council note the reasons why a satisfactory result would not be achieved by inviting tenders are:
 - (i) given the lack of competitive tenderers available; and
 - (ii) current market conditions,
6. Council review the scope of works and delivery method for Tender 2223T0017 Japanese Garden Construction Stage 2 with a Landscape Architect with the objective of reducing capital costs.

BACKGROUND

Tenders were called for the construction of Stage 2 of the Japanese Garden, located in Victoria Park. The tender is a continuation of the works completed in Stage 1 of the Japanese Garden construction.

REPORT

Tenders were called for 2223T0017 Japanese Garden Construction Stage 2 on 6 July 2023.

The tender process was conducted in accordance with the requirements of the *Local Government Act 1993*, *Local Government (General) Regulation 2005* and the Tendering Guidelines of NSW Local Government (General) Regulation 2009.

Tenders closed on 1 August 2023 with limited submissions submitted. The limited number of submissions received exceeded the allocated budget or allow for a market value comparison.

The significant difference in price from the construction estimate compared to the tenders received could be due to a number of factors including the current high demand in the construction market, materials shortage, increase in raw material costs and possible scope creep in the final version of the design plans issued with RFT documentation.

The evaluation panel recommend that Council postpone or cancel the proposal for the contract under Clause 178.3 A (a) of the Local Government (General) Regulation 2. It is further recommended that Council review the scope of works and delivery method for Tender 2223T0017 Japanese Garden Construction Stage 2 with a Landscape Architect with the objective of reducing capital costs.

Clause 178.3 A Council that decides not to accept any of the tenders for a proposed contract or receives no tenders for the proposed contracts must, by resolution do one of the following:

- (a) postpone or cancel the proposal for the contract,*
- (b) invite, in accordance with clause 167 , 168 or 169, fresh tenders based on the same or different details,*
- (c) invite, in accordance with clause 168, fresh applications from persons interested in tendering for the proposed contract,*
- (d) invite, in accordance with clause 169, fresh applications from persons interested in tendering for contracts of the same kind as the proposed contract,*
- (e) enter into negotiations with any person (whether or not the person was a tenderer) with a view to entering into a contact in relation to the subject matter of the tender*
- (f) carry out the requirements of the proposed contract itself.*

The Evaluation Report is included with the Closed Session reports in accordance with s10A(2)(d) *Local Government Act 1993* as it contains commercial information that would, if disclosed, prejudice the commercial position of the person who supplied it. It is not appropriate for this to be provided in an Open Session as it relates to tender information.

16.8 REQUESTS FOR FINANCIAL ASSISTANCE - GOULBURN & DISTRICT ART SOCIETY INC.

Author: Brendan Hollands, Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. **Application for Financial Assistance - Goulburn & District Art Society**  

Link to Community Strategic Plan:	CSP Strategy C02 – Encourage and facilitate active and creative participation in community life.
Cost to Council:	Funds are available in the budget for donations made under the Financial Assistance Policy. There is a budget of \$80,000 for grants issued under this policy in the 2023/24 financial year. Approval of the recommendations contained within this meeting’s agenda would leave a remaining amount of \$42,896 for future contributions.
Use of Reserve Funds:	Not Applicable. Budgeted amount funded from revenue.

RECOMMENDATION

That

1. The report of the Director of Corporate & Community Services on Requests for Financial Assistance – Goulburn & District Art Society be received.
2. Council provides a cash donation of \$2,500 toward the Goulburn & District Art Society Annual Art Prize event funded from the Financial Assistance budget.

BACKGROUND

At its meeting on 21 June 2022, Council adopted the new Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy. Under this Policy, applications seeking funding for amounts greater than \$1,000 are reported to Council for approval.

REPORT

An application for financial assistance has been received from the Goulburn & District Art Society seeking \$2,500 to assist with their Annual Art Prize which is being held from 29th September until 2nd October 2023.

The Art Prize is an Open Exhibition and attracts entrants from the local region as well as outlying areas including Canberra, Sydney and the South Coast. If awarded the funding will assist with promotional costs, printing and opening night expenses.

It is recommended that Council provide a cash donation of \$2,500 to the annual art prize. This is consistent with level of donations provided to the Art Society in previous financial years toward this event.

A copy of the application is attached for your consideration.



SCANNED

**Application for Financial Assistance
Reduction or Waiver of Council Fees & Charges**

04 JUL 2023

Applicant / Organisation Details

Goulburn Mulwaree Council

Name:	Goulburn and District Art Society
Address:	2 Bourke Street, Goulburn NSW 2580
Contact Person:	Suzanne Maas
Telephone:	0418275402
Email Address:	goulburnartsociety@gmail.com

Amount Applied for (including GST if applicable)

\$ 2,500.00

Which Funding Stream are you applying under? (Please select below)

*Financial Assistance for Community Events and/or projects
(See below)*

*Mayor's Discretionary Fund
(See below)*

Please select if the request for a fee waiver or reduction:

Funding Principles:

Funding is available under the following funding streams:

- **Financial Assistance for Community Events, Projects and Representation**
Financial contribution to assist with the cost of a community event and/or project or to assist individuals/groups representing their community.

This stream is made available for:

- Funding requested by community and/or charitable organisations for events that do not satisfy the criteria under the *Event Development Funding Policy*.
- Funding requested by community and/or charitable organisations for projects that add value to the community.
- Financial support requested by members of the community to represent or participate in events (both sporting and cultural) at a national or international level.

Funding under this stream will be capped at \$10,000 and may be in the form of financial contribution, in-kind support or up to 50% fee waiver for Council venue hire.

Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Application for Financial Assistance

Mayor’s Discretionary Fund

Financial assistance available at the discretion of the Mayor to assist with small projects and community initiatives.

This stream will be reserved for donations to charitable and “not for profit” organisations.

▪ **Reduction or Waiver of Council Fees & Charges**

Consistent and equitable assessment of requests for the reduction or waiver of Council fees and charges for the use of Council facilities and / or services provided by Council.

Eligibility

To be eligible for a reduction or waiver the applicant must be considered in at least one of the following categories:

- Charitable organisation
- Be a non-profit organisation and dependent upon amount requested, may be asked to provide audited financial accounts
- Pensioner groups
- Community groups
- Schools and any group/organisation as determined from time to time by Council
- Demonstrate special circumstances as determined by the Chief Executive Officer or Council’s delegated staff

Council will **not** consider applications to waive fees and charges for:

- Any profit-making ventures for commercial entities
- Any activity, event or program that contravenes Council’s existing policies
- The bond associated with the use of Council facilities, (only the waiver of fees for an activity, event or function will be considered)
- Retrospective applications, including refunds

(Refer to the Policy Document for further information on funding criteria)

Priority will be given to –

- Projects/events which support welfare activities
- Projects/events which support the priorities of the various plans adopted by Council
- Projects/events which have not previously received funding
- Areas where there is an obvious and documented community/local need
- Areas where the need is considered greatest

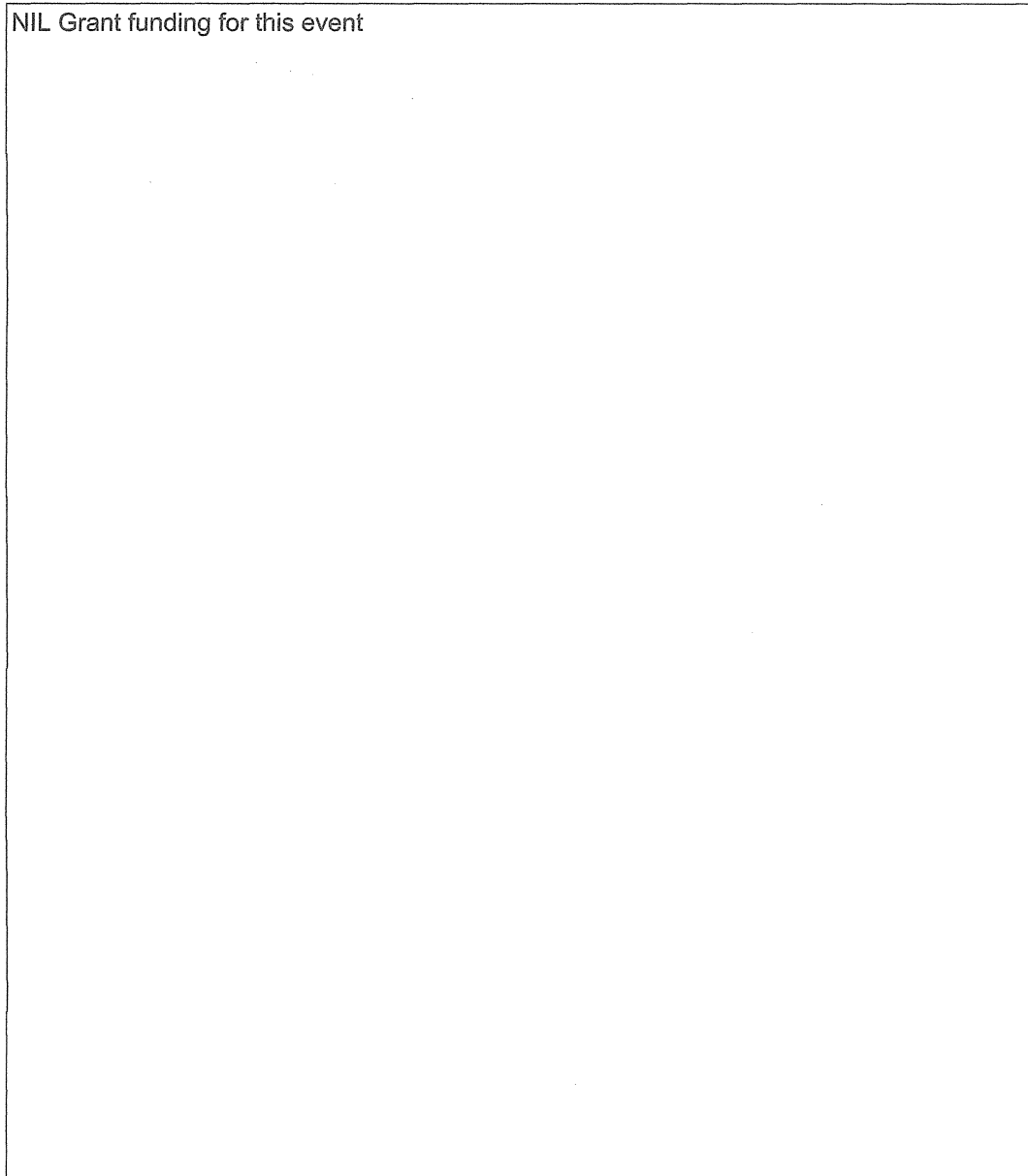
Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Application for Financial Assistance

Other Grant Funding

Please provide details of funding received from other sources either approved or pending.

NIL Grant funding for this event



Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Application for Financial Assistance

Description of the Project, Service or Event *(attach additional pages if space is insufficient)*

When completing this section please provide as much information as possible including details on the following where applicable:

- What identified community need does this project seek to fulfil?
- If an event, what are the benefits to the Goulburn Mulwaree area e.g. number of visitors
- Who will benefit from the project/event (include target groups and/or users & attach letters of support if applicable)

Annual Goulburn Workers Club Art Prize Exhibition - Goulburn and District Art Society.

Goulburn and District Art Society is a Not for Profit group who hold an annual Art Exhibition in the Goulburn Workers club.

This years exhibition will run from the 29th September until 2nd October and will attract many visitors to the City of Goulburn. It also allows artists from our local area as well as outlying areas, including ACT, Sydney, South Coast and more, to exhibit their works, while promoting the arts and cultural aspect of our lovely city.

This group requests financial assistance for expenses incurred to hold the Exhibition -

- 1 - Printing of flyers to distribute to mailboxes and businesses
- 2 - Printing of catalogues and entry forms
- 3 - Advertising in newspapers and Art Publications
- 4 - Printing of Raffle tickets
- 5 - Couriers to collect, deliver and return art display stands before and following the Exhibition from a set location
- 6 - Accommodation for the Judge
- 7 - Reimbursements to members for incidentals
- 8 - Catering for the Opening Ceremony
- 9 - Purchase of raffle prize and gift for Judge

Application for Financial Assistance
 Effective from 19 July 2022 to 30 June 2025

Application for Financial Assistance

Financial Information

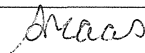
For applications seeking funding of \$5,000 and above, the application **must** be accompanied by financial statements.

Application checklist – Please complete before signing the Declaration

- Have you read and understood the guidelines?
- Have you completed ALL sections of the application form?
- Have you attached all relevant supporting information?
- Have you included ALL Financial Information if applicable?
- Has the application been signed?
- Have you kept a copy of your application for your own records?

Declaration

I/We certify that, to the best of my/our knowledge, the information of this application is true and correct

Signature		Signature	
Name	Suzanne Maas	Name	
Position	Secretary	Position	

NOTES

- All applications are to be returned to Goulburn Mulwaree Council, Locked Bag 22 Goulburn NSW 2580
- **Incomplete applications or applications with insufficient information will not be accepted.**





Council collects personal information only for a lawful purpose that is directly related to Council's functions and activities. Council is required under the Privacy and Personal Information Protection Act 1998 (PPIA) to collect, maintain and use your personal information in accordance with the Privacy Principles and other relevant requirements of the PPIA. For further information or clarification please contact Council's Governance Office or refer to Council's Privacy Management Policy at www.goulburn.nsw.gov.au

Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

16.9 REQUEST FOR FINANCIAL ASSISTANCE - LIONS CLUB OF MARULAN & DISTRICT INC.

Author: Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

- Attachments:**
1. **Application for Financial Assistance** [↓](#) 
 2. **Booking - Seniors Group** [↓](#) 
 3. **Booking - Card Players Club** [↓](#) 
 4. **Booking - Lions Dinner Meetings** [↓](#) 

Link to Community Strategic Plan:	12. Our Community CO2 Encourage and facilitate active and creative participation in community life.
Cost to Council:	Funds are available in the budget for donations made under the Financial Assistance Policy. There is a budget of \$80,000 for grants issued under this policy in the 2023/24 financial year. Approval of the recommendations contained within this Business Paper would leave a remaining amount of \$42,896 for future contributions.
Use of Reserve Funds:	Not Applicable. Budgeted amount funded from revenue.

RECOMMENDATION

That

1. The report of the Director of Corporate & Community Services on a Request for Financial Assistance from the Lions Club of Marulan & District Inc. be received.
2. Council approve a contribution of \$1,610.00 to Lions Club of Marulan & District Inc. in the form of a 50% fee waiver for the hire of Marulan Hall for their 2023/24 activities funded from the Financial Assistance budget.

BACKGROUND

At its meeting on 21 June 2022, Council adopted the new Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy. Under this Policy, applications seeking funding for amounts greater than \$1,000 are reported to Council for approval.

REPORT

A request has been received from the Lions Club of Marulan & District Inc. seeking financial assistance in form of a partial fee waiver for use of the Marulan Hall for their regular activities for a period of 12 months from 1 July 2023 to 30 June 2024. The activities include:

- Lions senior activity group
- Lions dinner meetings
- Lions cards players club

The total cost for the Marulan Hall hire for a 12 month period for all of these bookings would be \$3,220.

It should be noted that the Financial Assistance and Reduction or Waiver of Council Fees & Charges Policy allows for 50% fee waiver for the hire of Council owned venues. Based on this, the amount of assistance sought is \$1,610.00. A copy of the request and the booking confirmation is attached for consideration.

Due to the active role that the Lions Club of Marulan & District Inc. play in the local community, it is recommended that the request be approved and \$1,610.00 worth of in-kind support be provided to them in the form of a 50% fee waiver for the bookings of the Marulan Hall for their regular activities during the 2023-24 financial year.



Application for Financial Assistance Reduction or Waiver of Council Fees & Charges

SCANNED

Applicant / Organisation Details

Name:	MARULAN DIST. LIONS CLUB
Address:	PO. BOX 69, MARULAN 2579
Contact Person:	MARLENE SKIPPER
Telephone:	0408 213 199
Email Address:	marulan.nsw@Lions.org.au

Amount Applied for (including GST if applicable)

\$ 1611-00

- 1 AUG 2023
Goulburn Mulwaree Council

Which Funding Stream are you applying under? (Please select below)

*Financial Assistance for Community Events and/or projects
(See below)*

*Mayor's Discretionary Fund
(See below)*

Please select if the request for a fee waiver or reduction:

Funding Principles:

Funding is available under the following funding streams:

- **Financial Assistance for Community Events, Projects and Representation**
Financial contribution to assist with the cost of a community event and/or project or to assist individuals/groups representing their community.

This stream is made available for:

- Funding requested by community and/or charitable organisations for events that do not satisfy the criteria under the *Event Development Funding Policy*.
- Funding requested by community and/or charitable organisations for projects that add value to the community.
- Financial support requested by members of the community to represent or participate in events (both sporting and cultural) at a national or international level.

Funding under this stream will be capped at \$10,000 and may be in the form of financial contribution, in-kind support or up to 50% fee waiver for Council venue hire.

Application for Financial Assistance

Description of the Project, Service or Event (attach additional pages if space is insufficient)

When completing this section please provide as much information as possible including details on the following where applicable:

- What identified community need does this project seek to fulfil?
- If an event, what are the benefits to the Goulburn Mulwaree area e.g. number of visitors
- Who will benefit from the project/event (include target groups and/or users & attach letters of support if applicable)

1. To unite the aged, isolated & infirm of our community.

2. Approx 22 local residence attend our projects each week. With a fast-growing G.M.C area it is expected to increase in our numbers.
The residence are able to intergrate with each other on an informal friendly gathering.

3. Not only will the residents benefit from these interactions but active and contented aged people seek less medical intervention, thus benefiting our medical & hospital staff.

Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Page 4 of 5


Application for Financial Assistance

Financial Information

For applications seeking funding of **\$5,000** and above, the application **must** be accompanied by financial statements.

Application checklist – Please complete before signing the Declaration

- Have you read and understood the guidelines?
- Have you completed ALL sections of the application form?
- Have you attached all relevant supporting information?
- Have you included ALL Financial Information if applicable?
- Has the application been signed?
- Have you kept a copy of your application for your own records?

Declaration			
I/We certify that, to the best of my/our knowledge, the information of this application is true and correct			
Signature	M.M. Skipper OAM	Signature	
Name	MARLENE SKIPPER	Name	JOHN WICASTERI
Position	PRESIDENT	Position	1st VICE PRESIDENT

NOTES

- All applications are to be returned to Goulburn Mulwaree Council, Locked Bag 22 Goulburn NSW 2580
- **Incomplete applications or applications with insufficient information will not be accepted.**

Council collects personal information only for a lawful purpose that is directly related to Council's functions and activities. Council is required under the Privacy and Personal Information Protection Act 1998 (PPIA) to collect, maintain and use your personal information in accordance with the Privacy Principles and other relevant requirements of the PPIPA. For further information or clarification please contact Council's Governance Office or refer to Council's Privacy Management Policy at www.goulburn.nsw.gov.au

Application for Financial Assistance
Effective from 19 July 2022 to 30 June 2025

Booking Quote 4824



Locked Bag No. 22
GOULBURN NSW 2580

13 Jul 2023

LIONS CLUB OF MARULAN DISTRICT INC
MARLENE SKIPPER
PO BOX 69
MARULAN NSW 2579

Dear MARLENE,

Subject: Booking Enquiry & Quote

Please find below the details and quote for your booking enquiry.

Booking particulars

Booking Reference Number	72084 to 72135 inclusive
Event Description	Marulan Lions Seniors Group
Booking Status	Confirmed
Phone number on file	

Booking Details

Facility Booked	Date	From	To	Charges (inc GST)
Marulan Hall Supper Room only	03 Jul 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	10 Jul 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	17 Jul 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	24 Jul 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	31 Jul 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	07 Aug 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	14 Aug 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	21 Aug 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	28 Aug 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	04 Sep 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	11 Sep 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	18 Sep 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	25 Sep 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	02 Oct 2023	12:00 PM	05:00 PM	\$28.00

Page 1 of 3

Booking Quote 4824

Marulan Hall Supper Room only	09 Oct 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	16 Oct 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	23 Oct 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	30 Oct 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	06 Nov 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	13 Nov 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	20 Nov 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	27 Nov 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	04 Dec 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	11 Dec 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	18 Dec 2023	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	01 Jan 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	08 Jan 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	15 Jan 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	22 Jan 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	29 Jan 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	05 Feb 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	12 Feb 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	19 Feb 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	26 Feb 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	04 Mar 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	11 Mar 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	18 Mar 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	25 Mar 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	01 Apr 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	08 Apr 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	15 Apr 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	22 Apr 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	29 Apr 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	06 May 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	13 May 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	20 May 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	27 May 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	03 Jun 2024	12:00 PM	05:00 PM	\$28.00

Booking Quote 4824

Marulan Hall Supper Room only	10 Jun 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	17 Jun 2024	12:00 PM	05:00 PM	\$28.00
Marulan Hall Supper Room only	24 Jun 2024	12:00 PM	05:00 PM	\$28.00

Total Bookings \$: \$1 428.00

Other Booking Charges

Additional Charges	Qty	Hours	\$ per hour	Charges (inc GST)

Total Additional Charges: \$0.00

GRAND TOTAL GST \$130.05
GRAND TOTAL (inc GST) \$1 428.00

If you have any questions about this booking enquiry or any of Council's facilities, please call me on 02 4823 4901.

Yours faithfully

ANNE RUDELL
 Goulburn Mulwaree Council

Booking Quote 4825



Locked Bag No. 22
GOULBURN NSW 2580

13 Jul 2023

LIONS CLUB OF MARULAN DISTRICT INC
MARLENE SKIPPER
PO BOX 69
MARULAN NSW 2579

Dear MARLENE,

Subject: Booking Enquiry & Quote

Please find below the details and quote for your booking enquiry.

Booking particulars

Booking Reference Number	72136 to 72187 inclusive
Event Description	Marulan Lions Card Players Club
Booking Status	Confirmed
Phone number on file	

Booking Details

Facility Booked	Date	From	To	Charges (inc GST)
Marulan Hall Supper Room only	05 Jul 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	12 Jul 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	19 Jul 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	26 Jul 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	02 Aug 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	09 Aug 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	16 Aug 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	23 Aug 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	30 Aug 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	06 Sep 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	13 Sep 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	20 Sep 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	27 Sep 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	04 Oct 2023	07:00 PM	09:30 PM	\$28.00

Booking Quote 4825

Marulan Hall Supper Room only	11 Oct 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	18 Oct 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	25 Oct 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	01 Nov 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	08 Nov 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	15 Nov 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	22 Nov 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	29 Nov 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	06 Dec 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	13 Dec 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	20 Dec 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	27 Dec 2023	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	03 Jan 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	10 Jan 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	17 Jan 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	24 Jan 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	31 Jan 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	07 Feb 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	14 Feb 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	21 Feb 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	28 Feb 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	06 Mar 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	13 Mar 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	20 Mar 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	27 Mar 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	03 Apr 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	10 Apr 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	17 Apr 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	24 Apr 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	01 May 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	08 May 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	15 May 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	22 May 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	29 May 2024	07:00 PM	09:30 PM	\$28.00

Booking Quote 4825

Marulan Hall Supper Room only	05 Jun 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	12 Jun 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	19 Jun 2024	07:00 PM	09:30 PM	\$28.00
Marulan Hall Supper Room only	26 Jun 2024	07:00 PM	09:30 PM	\$28.00

Total Bookings \$: \$1 456.00

Other Booking Charges

Additional Charges	Qty	Hours	\$ per hour	Charges (inc GST)

Total Additional Charges: \$0.00

GRAND TOTAL GST \$132.60
GRAND TOTAL (inc GST) \$1 456.00

If you have any questions about this booking enquiry or any of Council's facilities, please call me on 02 4823 ####.

Yours faithfully

ANNE RUDELLE
 Goulburn Mulwaree Council

Booking Quote 4826



Locked Bag No. 22
GOULBURN NSW 2580

13 Jul 2023

LIONS CLUB OF MARULAN DISTRICT INC
MARLENE SKIPPER
PO BOX 69
MARULAN NSW 2579

Dear MARLENE,

Subject: Booking Enquiry & Quote

Please find below the details and quote for your booking enquiry.

Booking particulars

Booking Reference Number	72191 to 72239 inclusive
Event Description	Marulan Lions Dinner Meetings
Booking Status	Confirmed
Phone number on file	

Booking Details

Facility Booked	Date	From	To	Charges (inc GST)
Marulan Hall Supper Room only	25 Jul 2023	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	22 Aug 2023	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	26 Sep 2023	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	24 Oct 2023	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	28 Nov 2023	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	26 Dec 2023	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	23 Jan 2024	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	27 Feb 2024	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	26 Mar 2024	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	23 Apr 2024	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	28 May 2024	05:00 PM	08:30 PM	\$28.00
Marulan Hall Supper Room only	25 Jun 2024	05:00 PM	08:30 PM	\$28.00

Total Bookings \$: \$336.00

Other Booking Charges

Booking Quote 4826

Additional Charges	Qty	Hours	\$ per hour	Charges (inc GST)

Total Additional Charges: \$0.00

GRAND TOTAL GST \$30.60
GRAND TOTAL (inc GST) \$336.00

If you have any questions about this booking enquiry or any of Council's facilities, please call me on 02 4823 ####.



Yours faithfully

ANNE RUDELL
 Goulburn Mulwaree Council

16.10 RISK MANAGEMENT POLICY & PLAN

Author: Business Manager Governance

Authoriser: Aaron Johansson, Chief Executive Officer

- Attachments:**
1. Risk Management Policy V1.0.23 for Business Paper 20230815.pdf 
 2. Risk Management Plan V1.0.23 for Business Paper 20230815.pdf 

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	N/A
Use of Reserve Funds:	N/A

RECOMMENDATION

That

1. The report Risk Management Policy & Plan by the Business Manager Governance be received.
2. The Risk Management Plan be endorsed by Council.
3. The Risk Management Policy be placed on public exhibition for 28 days.
4. The Risk Management Policy be adopted at the end of the public exhibition period if no submissions are received.

BACKGROUND

Council’s Risk Management Policy was last adopted by Council on 19 July 2022.

REPORT

Council’s Risk Management Policy (the Policy) has been reviewed as a key component of Council’s Risk Management Framework.

The reviewed Policy includes the following changes:

- Policy Background and Context which provides further detail as to the purpose and objectives of the Policy.
- Accountabilities and Responsibilities defines and provides further detail of the accountabilities and responsibilities allocated to the relevant positions within Council that are responsible for Council’s Risk Management Framework.

The Risk Management Plan (the Plan) is a newly created document which forms part of Council’s Risk Management Framework. The Plan provides an overview of:

- how the various Risk Management Framework components are linked and support each other,
- the key concepts of risk management and why we do it,
- details regarding the recording, reporting and reviewing of risks, and
- guidance to staff in relation to the governance of risk management.

The Plan will drive the integration of the risk management process throughout the organisation.



Risk Management Policy



GOULBURN MULWAREE COUNCIL RISK MANAGEMENT POLICY

POLICY OBJECTIVE

This policy establishes the commitment of Goulburn Mulwaree Council (Council) to provide effective Risk Management culture and activities, and governance practices to support the delivery of its functions and activities.

LEGISLATIVE PROVISIONS

- *Local Government Act 1993*
- *Local Government (General) Regulation 2005*
- Guidelines for Risk Management and Internal Audit for Local Government in NSW, NSW Office of Local Government
- AS ISO 31000:2018 Risk management – Guidelines
- ISO Guide 73:2009 Risk management – Vocabulary
- ISO 31010:2009 Risk management – Risk assessment techniques.

SCOPE

This policy applies to all areas of Council operations and includes all Executives, staff, contractors and volunteers undertaking any function for, or on behalf of, Council.

This Policy is one component of a broader Risk Management Framework that also includes the Risk Management Plan and Risk Management Procedure.

POLICY STATEMENT

Council recognises that the purpose of risk management is the creation and protection of value and is committed to managing risk to improve performance, encourage innovation and support the achievement of objectives. This understanding is reflected in the following characteristics adopted by Council:

- Risk management practices encompass the entire organisation, creating connections to avoid silos.
- Risk management strategies address the full spectrum of risks and are appropriately scaled to reflect situational context and complexity.
- Risk management approaches encompass risk scenarios and the interaction of multiple risks rather than considering single events.
- Risk management practices are integrated into business culture and procedures to ensure that strategy and decision-making evolve from a risk informed process.
- Risk management philosophy focuses on acceptable risk action rather than on risk avoidance.

Council is committed to managing risk within Council's risk appetite by identifying, analysing, evaluating and treating exposures that may impact on Council achieving its objectives and/or the continued efficiency and effectiveness of its operations.

Council will incorporate risk management into its planning and decision-making processes and subsequently into its business execution.

Council's risk management process will be aligned to relevant standards and best practice in a manner that aligns with the organisations' culture and maturity.



GOULBURN MULWAREE COUNCIL RISK MANAGEMENT POLICY

Council staff will implement and embed the risk management process into Council's business practices to reinforce their decision-making responsibilities and accountability.

Council is committed to ensuring that all staff, particularly those with management, advisory and decision-making responsibilities obtain a sound understanding of risk management principles and the requisite skills to implement risk management effectively.

Council will regularly monitor and review the status of its risk culture throughout the organisation as a basis for continuous improvement.

Policy Background and Context

For any organisation, risks exist in all aspects of its strategies, goals, objectives, undertakings and/or operations. ISO 31000 defines risk as the '*effect of uncertainty on objectives*'. This effect can be a positive or negative deviation from expected pathways or outcomes.

The effective implementation of a Risk Management Policy, as a part of a broader Risk Management Framework, will ensure that the management of risk is seen as the normal operating standard for good decision-making. This will facilitate confidence in understanding:

- which risks to take/accept for the benefit of Council ,
- which risks to avoid to prevent adverse impact on Council , and
- how to manage the most risk effective path towards achieving *Council* 's strategic goals.

To achieve strategic objectives, it is essential that Council manages the threats and opportunities associated to those objectives. This in turn will see Council recognised for the excellence of its services and for the strength of its partnerships with the Goulburn Mulwaree Community, customers, employees and stakeholders. Consequently, Risk Management must be championed from the CEO, overseen by the Audit, Risk and Improvement Committee, implemented by the Executive Management Team, and actioned in all operations at all times by Management.

Accountabilities and Responsibilities

The roles and responsibilities for Risk Management at Council are specified in this policy, committee charters and individual position descriptions.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT POLICY**

Position	Accountabilities and Responsibilities
Mayor and Councillors	<ul style="list-style-type: none"> • Accountable for the oversight of Risk Management • In consultation with the Executive Management Team and the Audit, Risk and Improvement Committee (ARIC), the Mayor and Councillors will: <ul style="list-style-type: none"> – Endorse Council 's appetite for taking and/or retaining risk – Set Council's strategy with consideration of the risk appetite and the threats and opportunities to Council from that strategy. – Set the strategic goals required to achieve the strategy and clearly articulate the critical success factors in achieving those strategic goals. – Articulates, the strategic risks (threat and opportunity) to Council from the objectives and strategy. • Require the Executive Management Team to actively manage strategic risks and report frequently on their status. • Recognise their responsibilities for making informed decisions that take into consideration the associated risks and opportunities. • Actively support the implementation of the Risk Management Policy and Plan.
Audit, Risk and Improvement (ARIC) Committee	<ul style="list-style-type: none"> • Independent review and oversight of Council's governance, risk management and control activities. • Accountable for the oversight of Risk Management • Requires the periodic review of Council's strategic and other significant operational and project risks to ensure appropriate risk treatment/controls have been implemented and maintain effectiveness. <p>Endorse and monitor a comprehensive risk based cyclical strategic audit plan</p>
Internal Audit	<ul style="list-style-type: none"> • Risk assurance to the ARIC and CEO through execution of the annual internal audit plan.
Chief Executive Officer	<ul style="list-style-type: none"> • Overall accountability for Council 's management of its risks • Accountable for the establishment of the Enterprise Risk Management system in Council and leads the conversation about risk – Council 's chief 'Risk Champion' • Setting the tone, culture and expectations for risk management and governance activities, and assigns appropriate responsibilities to the Executive Management Team • Ensures adequacy of resources for risk management activities and sets appropriate delegations for risk management activities • Establishes performance measures for the strategic goals' critical success factors and drives the Council's Risk Management objectives.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT POLICY**

Position	Accountabilities and Responsibilities
Executive Management Team	<ul style="list-style-type: none"> • Accountable for ownership and management of risks in their respective directorate • Creates an environment where managing risk is an accepted and expected part of the normal operations. • Accountable for the effective implementation and continual improvement of the Risk Management Plan. • Implements monitoring and management of relevant performance measures for strategic goal's critical success factors within their area of responsibility. • Ensures that strategic and significant risks are reported in accordance with the ERM reporting requirements. • Recommends recurrent and discretionary allocation of funding to the broader Executive Management Team, for the purpose of managing risks identified as priority in accordance with the Risk Management Plan. • Ensuring operational risk management plans that identify, assess and manage key risks within their Directorates are developed and implemented.
Business Managers	<ul style="list-style-type: none"> • Accountable for managing risk within their area of responsibility, including monitoring and managing measures for the strategic goals' critical success factors. • Ensures that employees and relevant stakeholders apply the appropriate risk management tools and templates in the correct manner. • Are responsible for providing assistance and advice to staff in relation to the management of risks but not to take on the responsibility of another individual. • Monitor the respective operational risk profile assessments, determine and ensure implementation of control measures for risks identified, and escalate any significant risks to management in accordance with the risk management protocols. • Responsible Contract/Project Managers are to ensure risks associated with the engagement of contractors are appropriately identified and managed. • Responsible Contract/Project Managers are to ensure the responsibilities and accountabilities vested in the contractor are clearly documented and communicated to the Contractor.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT POLICY**

Position	Accountabilities and Responsibilities
All Staff, Volunteers And Contractors	<ul style="list-style-type: none"> • Applying sound risk management practices in accordance with Council policies and frameworks. • Perform duties in a manner which is within an acceptable level of risk to their own health and safety, other employees, volunteers, Council’s customers or the community in general. • Immediately report risk exposures and losses to supervisors and where possible act to minimise any further loss. • Be responsible for effective risk management practices and ensuring that managers are informed of risks associated with Council’s activities.

RELATED DOCUMENTS

This policy is the foundation document in the Enterprise Risk Management Framework and should be read in conjunction with the following:

- Risk Management Plan
- Risk Management Procedure
- Risk Management tools, systems and reports
- Audit, Risk and Improvement Committee Charter

Version	Council Meeting Date	Resolution	Adoption Date	Effective From
1	19 July 2022	2022/240	19 July 2022	16 August 2022

All policies can be reviewed or revoked by resolution of Council at any time.

DIRECTORATE: Executive Services

BUSINESS UNIT: Governance



Risk Management Plan



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

Date	Description of Amendments	Responsible Officers	Version
28 July 2023	Initial document		1.0



GOULBURN MULWAREE COUNCIL RISK MANAGEMENT PLAN

Forward

The Goulburn Mulwaree Council Executive Management Team, in conjunction with the Audit, Risk and Improvement Committee has set the risk management direction for all service areas operating within Council. The management of risk, in conjunction with other management directions, is integral to achieving excellent governance and corporate support for delivery of our Strategic Plan and achievement of our strategic goals.

Effective management of risk begins with Council's leadership and the consideration of our operating environment and our appetite for taking risk. We do this with all our decisions but especially when formulating an effective strategy and goals for the Council. Our pragmatic approach for managing risk includes the identification, evaluation and implementation of appropriate treatment strategies to manage our risks, and therefore better manage our operations. Risks that would disrupt operations and therefore our strategic goals encompass threats (potential adverse impacts) and opportunities (potential favourable impacts), both of which we must be prepared to identify and manage.

Council recognises risk management as an integral part of better management practice and decision-making. As such, the objectives of this Risk Management Plan are to:

- Adhere to the Risk Management Policy.
- Provide a framework within which we can sustainably create, preserve and protect the value inherent in our community, our assets and our operations.
- Create an environment where all employees assume responsibility for managing risk.
- Achieve and maintain legislative and regulatory compliance.
- Ensure resources and operational capabilities are identified and responsibly allocated for managing risk.
- Ensure Council can appropriately deal with risk.
- Demonstrate transparent and responsible risk management processes which align with accepted better practices.
- Provide documented evidence of Council's commitment to adopting risk management principles as an integral part of operations and decision-making, and
- Develop and implement the risk management program and make recommendations for continuous improvement of the program.

It is important that Council develops a risk-intelligent and proactive culture at all levels. This Risk Management Plan is a broad document covering the requirements of all staff and I request the continued and ongoing commitment of all staff to the Plan.

Mayor Peter Walker

Signature: _____



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

Forward	2
1. Introduction	4
1.1. Purpose	4
1.2. Scope	5
1.3. Relevant Legislation and Standards	5
2. The GMC Risk Management Framework	5
3. Accountabilities and Responsibilities	6
4. Risk Management Principles, Framework and Process	8
5. Risk Management Principles	9
6. Risk Management Framework	10
7. Risk Management Process	11
8. Risk analysis and evaluation criteria	12
8.1. GMC Consequence and Likelihood Tables	12
8.2 GMC Risk Matrix	20
8.3 Risk Assessment for Opportunities	20
8.4 Actions required for different risk ratings	21
9. Risk recording, review and reporting	24
9.1 Risk recording at GMC	24
9.2 The Master Risk Register	24
9.3 When to enter a risk in the Master Risk Register	24
9.4 Risk review at GMC	24
9.4 Risk reporting at GMC	25
10. Implementing the Risk Management Plan	27
10.1 Risk Management Training	27
10.2 Periodic Presentations on the RMF	27
11. Key Risk Indicators	27
12. Continuous Improvement Review	28
Appendix A – Risk Management Principles	29
Appendix B – Risk Management Framework Elements	30
Appendix C - Glossary of Term Managements	31
Appendix D – GMC Risk Exception Report Template	33
Appendix E – GMC Risk Identification Template for informing the Risk Officer	34



GOULBURN MULWAREE COUNCIL RISK MANAGEMENT PLAN

Part 1

1. Introduction

1.1. Purpose

This document should be read in conjunction with the Risk Management Policy, the Risk Management Procedure, and the Risk Appetite Statements.

AS ISO 31000:2018 Risk management - Guidelines (the Standard) states that an organisation should implement a Risk Management Framework by developing an appropriate Plan, and the *ISO Guide 73:2009 Risk management – Vocabulary* (the Guide) defines a Risk Management Plan as an element of the Risk Management Framework that specifies:

- the approach,
- the management components, and
- the resources to be applied to the management of risk.

Typically the management components will include procedures, practices, assignment of responsibilities, and the sequencing and timing of activities.

As per the Standard and the Guide, this Plan is a key component of Goulburn Mulwaree Council's (GMC) Risk Management Framework, which also consists of, the Risk Appetite Statements, the Risk Management Policy, and the Risk Management Procedure. This document, the Risk Management Plan (RMP) will be reviewed annually, or as key references are updated. The RMP will provide an overview of:

- how the various Risk Management Framework components are linked and support each other,
- the key concepts of risk management and why we do it,
- details regarding the recording, reporting and reviewing of risks, and
- guidance to staff in relation to the governance of risk management.

The aim of GMC Risk Management activities is to:

- Identify strategic risks that can potentially impact (positively or negatively) on the achievement of strategic goals.
- Identify operational risks that are inherent in the main functions performed by Council.
- Develop and maintain a common (or Master) Risk Register for strategic, operational (including Financial) risks. Projects Risk Registers will be linked to the common register and the risk of project failure, or failure to take on specific projects will be included in the common register.
- Establish a culture where individual activities are risk assessed as part of every function performed.

This Plan will drive the integration of the risk management process throughout the organisation.



GOULBURN MULWAREE COUNCIL RISK MANAGEMENT PLAN

1.2. Scope

This document applies to all of GMC's Councillors, Executives, staff, contractors, volunteers, operations and activities.

The management of risk is an essential element of better management practices and impacts on every element of the organisation's activity. As such, the principles and processes of Risk Management (RM) will be applied as standard and normal practice throughout Council's management processes and operations.

1.3. Relevant Legislation and Standards

- *Local Government Act 1993*
 - Chapter 3, Section 8B Principles of sound financial management
 - Chapter 3, Section 8C Integrated Planning and Reporting Principles apply to councils
 - Sections 428A and 438B, Audit, Risk and Improvement Committee (ARIC)
- Guidelines for Risk Management and Internal Audit for Local Government in NSW, NSW Office of Local Government
- AS ISO 31000:2018 Risk management – Guidelines
- ISO Guide 73:2009 Risk management – Vocabulary,
- COSO – Risk Management: Integrating with Strategy and Performance, and
- ISO 31010:2009 Risk management – Risk assessment techniques.

2. The GMC Risk Management Framework

The GMC Risk Management Framework documents include:

- The Risk Management Policy – provides the approach that GMC uses in the management of risk as aligned to the principles of risk management that are detailed in AS ISO 31000:2018, together with the related documents and standards that should be used.
- The Risk Management Plan (this document) – provides an overview of the Framework components, key concepts of risk management, communication plans, and risk governance structures.
- The Risk Management Procedure – provides guidance to staff on the risk management process and its direct relationship to the entry of risk details into the risk register.
- The Risk Appetite Statements – indicates the level of risk that GMC is willing to take in pursuit of its objectives, values, purpose and vision. The risk appetite statements provide an indication of how much risk Council is willing to take within each Risk Category in pursuit of its strategic goals.



3. Accountabilities and Responsibilities

Position	Accountabilities And Responsibilities
Mayor and Councillors	<ul style="list-style-type: none"> • In consultation with the Executive Management Team and the Audit, Risk and Improvement Committee (ARIC), the Mayor and Councillors will: <ul style="list-style-type: none"> ○ Endorse Council 's appetite for taking and/or retaining risk ○ Set Council's strategy with consideration of the risk appetite and the threats and opportunities to Council from that strategy. ○ Set the strategic goals required to achieve the strategy and clearly articulate the critical success factors in achieving those strategic goals. ○ Articulates, the strategic risks (threat and opportunity) to Council from the objectives and strategy. • Require the Executive Management Team to actively manage strategic risks and report frequently on their status. • Recognise their responsibilities for making informed decisions that take into consideration the associated risks and opportunities. • Actively support the implementation of the Risk Management Policy and Risk Management Plan.
Audit, Risk and Improvement (ARIC) Committee	<ul style="list-style-type: none"> • Independent review and oversight of Council's governance, risk management and control activities. • Accountable for the oversight of Risk Management • Requires the periodic review of Council's strategic and other significant operational and project risks to ensure appropriate risk treatment/controls have been implemented and maintain effectiveness. • Endorse and monitor a comprehensive risk based cyclical strategic audit plan
Internal Audit	<ul style="list-style-type: none"> • Risk assurance to the ARIC and CEO/GM through execution of the annual internal audit plan.
Chief Executive Officer	<ul style="list-style-type: none"> • Overall accountability for Council 's management of its risks • Accountable for the establishment of the Enterprise Risk Management system in Council and leads the conversation about risk – Council 's chief 'Risk Champion' • Setting the tone, culture and expectations for risk management and governance activities, and assigns appropriate responsibilities to the Executive Management Team • Ensures adequacy of resources for risk management activities and sets appropriate delegations for risk management activities • Establishes performance measures for the strategic goals' critical success factors and drives Council's Risk Management objectives.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

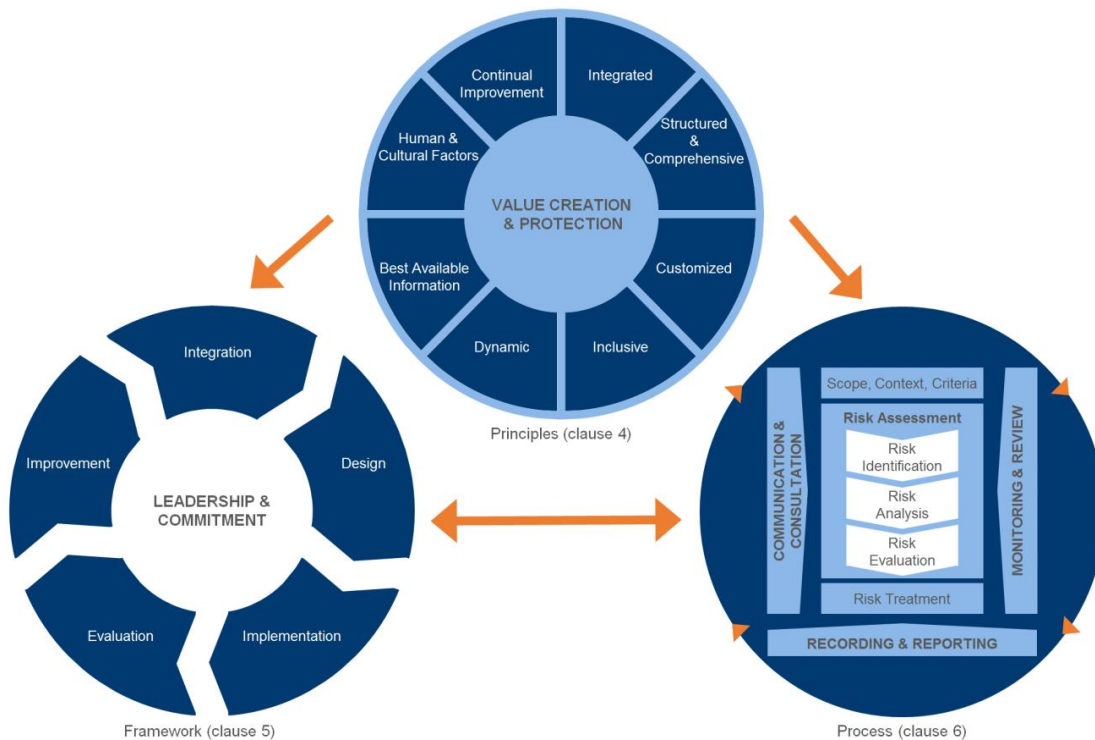
Position	Accountabilities And Responsibilities
Executive Management Team	<ul style="list-style-type: none"> Accountable for ownership and management of risks in their respective directorate Creates an environment where managing risk is an accepted and expected part of the normal operations. Accountable for the effective implementation and continual improvement of the Risk Management Plan. Implements monitoring and management of relevant performance measures for strategic goal's critical success factors within their area of responsibility. Ensures that strategic and significant risks are reported in accordance with the ERM reporting requirements. Recommends recurrent and discretionary allocation of funding to the broader Executive Management Team, for the purpose of managing risks identified as priority in accordance with the Risk Management Plan. Ensuring operational risk management plans that identify, assess and manage key risks within their Directorates are developed and implemented.
Business Managers	<ul style="list-style-type: none"> Accountable for managing risk within their area of responsibility, including monitoring and managing measures for the strategic goals' critical success factors. Ensures that employees and relevant stakeholders apply the appropriate risk management tools and templates in the correct manner. Are responsible for providing assistance and advice to staff in relation to the management of risks but not to take on the responsibility of another individual. Monitor the respective operational risk profile assessments, determine and ensure implementation of control measures for risks identified, and escalate any significant risks to management in accordance with the risk management protocols. Responsible Contract/Project Managers are to ensure risks associated with the engagement of contractors are appropriately identified and managed. Responsible Contract/Project Managers are to ensure the responsibilities and accountabilities vested in the contractor are clearly documented and communicated to the Contractor.
All Staff, Volunteers And Contractors	<ul style="list-style-type: none"> Applying sound risk management practices in accordance with Council policies and frameworks. Perform duties in a manner which is within an acceptable level of risk to their own health and safety, other employees, volunteers, Council's customers or the community in general. Immediately report risk exposures and losses to supervisors and where possible act to minimise any further loss. Be responsible for effective risk management practices and ensuring that managers are informed of risks associated with Council's activities.



Part 2

4. Risk Management Principles, Framework and Process

A whole of organisation approach to Risk Management is required to effectively and efficiently manage Council's emerging, potential and current risks. To do this the AS ISO 31000:2018 Integrated Model is used. This model is composed of Framework attributes that are influenced by a set of Principles, and both of which influence a Risk Management Process.



AS ISO 31000:2018, Figure 1 – Principles, framework and process

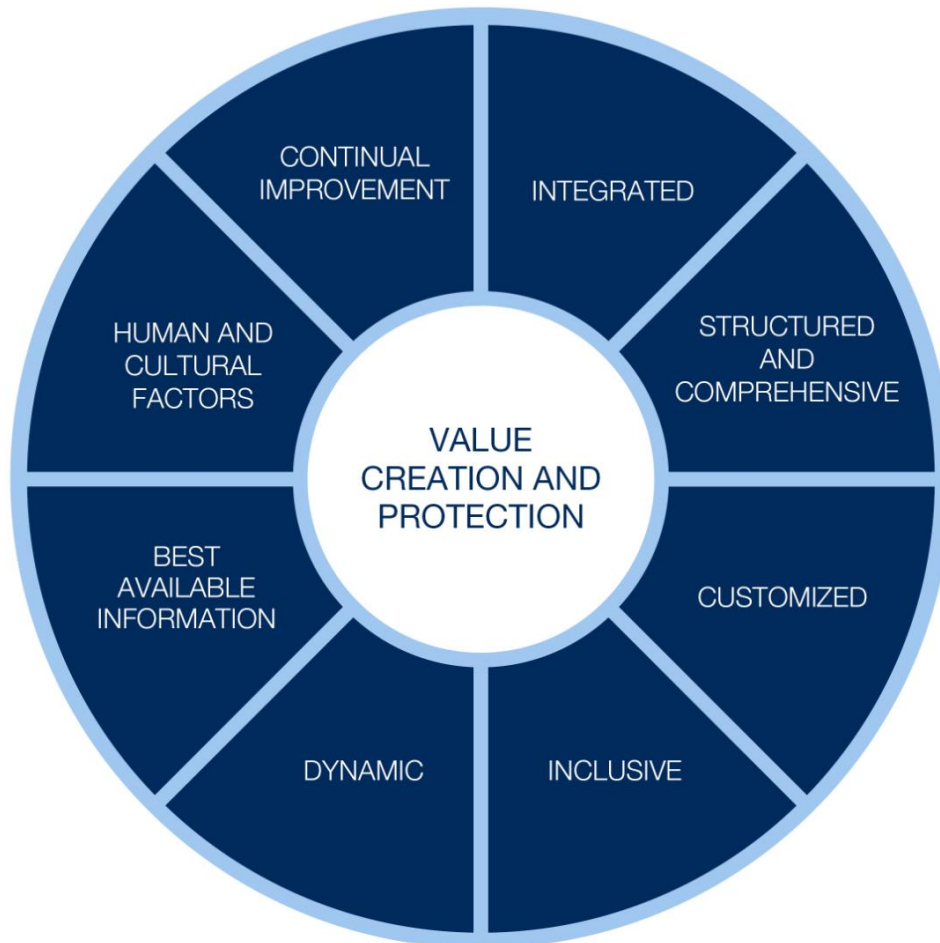
Standards Australia Limited, *AS ISO 31000:2018 Risk management – Guidelines*, SAI Global Limited, Sydney, 2018. © Standards Australia Limited. Copied by Marsh with permission of Standards Australia and Standards New Zealand under Licence 1811-c079.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

5. Risk Management Principles

Risk management is not a function or a department. It is the culture, capabilities, and practices that organisations integrate with strategy settings and apply when they carry out that strategy, with a purpose of managing risk in creating, preserving, and realising value¹. To do this AS ISO 31000:2018 advocates eight principles that provide guidance on the characteristics of effective and efficient risk management activities. These principles are:



Standards Australia Limited, *AS ISO 31000:2018 Risk management – Guidelines*, SAI Global Limited, Sydney, 2018. © Standards Australia Limited. Copied by Marsh with permission of Standards Australia and Standards New Zealand under Licence 1811-c079.

An explanation of each element of the Risk Management Principles is provided at Appendix A.

¹ COSO. *Risk Management – Integrating with Strategy and Performance*. June 2017. P. 14



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

6. Risk Management Framework

The concept of a Risk Management Framework is to facilitate the integration of risk into significant activities and functions of the organisation. The framework does this by encompassing integration, design, implementation, evaluation and improvement elements into its development, all with explicit commitment from the organisation’s leadership.

The practical application of these elements creates a Risk Management Framework that consists of tangible artefacts such as policies, plans, procedures and risk appetite statements, and behavioural aspects such as organisational culture and understood appetites for taking risk.

The key component of the Risk Management Framework is Leadership and Commitment. Regarding this AS ISO 31000 specifically states that;

“Top management is accountable for managing risk while oversight bodies are accountable for overseeing risk management.”

Further to this statement, the Standard, in defining ‘Integration’ states, *“Determining risk management accountability and oversight roles within an organisation are integral parts of the organisation’s governance.”*



Standards Australia Limited, AS ISO 31000:2018 Risk management – Guidelines, SAI Global Limited, Sydney, 2018. © Standards Australia Limited. Copied by Marsh with permission of Standards Australia and Standards New Zealand under Licence 18111-c079.

Descriptions of the AS ISO 31000 Risk Management Framework Elements are provided at Appendix B.



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

7. Risk Management Process

The Risk Management Process is a structured approach for Council to identify, assess and respond to risk. The process adopted by Council to manage risks follows the process published in AS ISO 31000:2018 *Risk management – Guidelines*. This process can be applied at strategic, operational, program or project levels.



Standards Australia Limited, *AS ISO 31000:2018 Risk management – Guidelines*, SAI Global Limited, Sydney, 2018. © Standards Australia Limited. Copied by Marsh with permission of Standards Australia and Standards New Zealand under Licence 1811-c079.

The main elements of the Risk Management Process are defined with pragmatic guidance on their application in the **GMC Risk Management Procedure** document, which is a standalone document and part of the **GMC Risk Management Framework**.



Part 3

8. Risk analysis and evaluation criteria

For ease of evaluation, risks are grouped into categories. Any given risk may belong in one or more categories, however based on the context in which it is identified it should be grouped into whichever category is most suitable. The risk categories are also used to differentiate risks when assessing consequence.

The **GMC Risk Categories** are:

❖ Business Continuity	❖ Operational
❖ Financial	❖ Operational (Other)
❖ Fraud and Corruption	❖ Operational: Asset Management
❖ Governance	❖ Operational: Quality Management
❖ Grants	❖ Procurement, Projects and Contracts
❖ Human Resources	❖ Strategic
❖ Information Management	❖ WH&S
❖ Information Technology	
❖ Legal and Regulatory	

To effectively undertake risk analysis and risk evaluation, a set of criteria are required to ensure that all risks are assessed with the same tools and in the same way. The criteria for these two critical aspects of the risk management process are manifested as tables for assessing likelihood (probability of causes) and consequence (probability and magnitude of impacts), and through the use of a matrix that will provide a risk rating or level for a given risk. Additionally, processes for escalation of risks provide the required communication aspects for the next phase – Risk Treatment.

The use of the Likelihood and Consequence Tables is a part of a qualitative risk assessment process. Whilst quantification is possible when assessing risks, GMC has chosen to remain with a predominantly qualification based process until Council’s risk management maturity is in a better position to effectively take advantage of quantification tools.

8.1. GMC Consequence and Likelihood Tables

Consequence and Likelihood can be determined against set criteria known as ‘descriptors’, which provide a five level nominal scale for each risk category. Whilst likelihood descriptors are static across categories, the consequence descriptors can vary based on the category of risk being analysed. Table 1, below, is the Consequence Table for GMC and provides descriptors at each level of consequence for each risk category.



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Table 1 – GMC Consequence Table

Category	Insignificant	Minor	Moderate	Major	Severe
Business Continuity	<ul style="list-style-type: none"> Negligible expected adverse impact on service delivery Potential brief service interruption 	<ul style="list-style-type: none"> Temporary disruption of one Council service causing intermittent service interruption Up to 24 hours 	<ul style="list-style-type: none"> Temporary failure of one or more Council services causing intermittent service interruption >24 hours to 1 week 	<ul style="list-style-type: none"> Failure of more than one Council service causing lengthy service interruption Major disruption to normal operations of 1 to 2 weeks 	<ul style="list-style-type: none"> Continuing failure of Council to deliver essential services Removal of key revenue generation services Substantial loss of operating capacity for a period of a greater than 2 weeks
Financial	<ul style="list-style-type: none"> Negligible adverse impact < 2.5% of annual budget No expected impact on program or business operation 	<ul style="list-style-type: none"> Minor adverse impact 2.5% to <10% of annual budget Minimal expected impact on program or business operation 	<ul style="list-style-type: none"> Moderate adverse impact 10% to < 20% of annual budget Considerable expected impact on program or business operation 	<ul style="list-style-type: none"> Major adverse impact 20% to < 25% of annual budget Large expected impact on program or business operation 	<ul style="list-style-type: none"> Extensive adverse impact 25% or more of annual budget Loss of program or business operation
Fraud and Corruption	<ul style="list-style-type: none"> Negligible adverse impact < 2.5% of annual budget and/or Readily detectable and rectifiable fraud and corruption 	<ul style="list-style-type: none"> Minor adverse impact 2.5% to <10% of annual budget, and/or Minor challenges in detection and rectification of fraud and/or corruption 	<ul style="list-style-type: none"> Moderate adverse impact 10% to < 20% of annual budget, and/or Moderate challenges in detection and rectification of fraud and/or corruption 	<ul style="list-style-type: none"> Major adverse impact 20% to < 25% of annual budget, and/or Medium-term undetected fraud and corruption that has major challenges to expose and rectify 	<ul style="list-style-type: none"> Extensive adverse impact 25% or more of annual budget, and/or Long-term undetected fraud and corruption that is significantly challenging to expose and rectify



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Category	Insignificant	Minor	Moderate	Major	Severe
Governance	<ul style="list-style-type: none"> Negligible adverse effects on strategy or service delivery from poor Governance structures or activities No reporting breaches 	<ul style="list-style-type: none"> Minor adverse effects on strategy or service delivery from poor Governance structures or activities Minor reporting breaches 	<ul style="list-style-type: none"> Moderate adverse effects on strategy or service delivery from poor Governance structures or activities Moderate reporting breaches with one or more reporting obligations 	<ul style="list-style-type: none"> Major adverse effects on strategy or service delivery from poor Governance structures or activities Major reporting breaches with multiple reporting obligations 	<ul style="list-style-type: none"> Significant adverse effects on strategy or service delivery from poor Governance structures or activities Significant consistent reporting breaches with one or more reporting obligations
Grants	<ul style="list-style-type: none"> Negligible disruption to Council to prepare Grant submission and/or execute Grant requirements Potential brief disruption of operations 	<ul style="list-style-type: none"> Temporary and recoverable disruption to Council to prepare Grant submission and/or execute Grant requirements Minor disruption to normal operations of up to 24 hours 	<ul style="list-style-type: none"> Preparation of Grant submission and/or execution of Grant requirements leads to disruption of services and normal operations Moderate disruption to normal operations of >24 hours to 1 week 	<ul style="list-style-type: none"> Preparation of Grant submission and/or execution of Grant requirements leads to lengthy disruption to normal operations Issue adversely affecting Council staff (morale, workload etc.) Major disruption to normal operations of 1 to 2 weeks 	<ul style="list-style-type: none"> Preparation of Grant submission and/or execution of Grant requirements leads to long-term disruption to normal operations Extensive adverse impacts on staff Increasing Long-term adverse impacts on services
Human resources	Staff issues cause negligible impact of day to day service delivery	Staff issues cause several days interruption of day to day service delivery	Staff issues cause failure to service delivery; up to 1 week	Staff issues cause failure to service delivery of 1 to 4 weeks	Staff issues cause continuing failure to deliver essential services; in excess of 1 month



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Category	Insignificant	Minor	Moderate	Major	Severe
Information Management	No measurable operational impact to organisation	<ul style="list-style-type: none"> Minor loss or corruption of non-essential Council information Rectifiable within 24 hours 	<ul style="list-style-type: none"> Loss or corruption of small amounts of essential information, and/or Non-detection of information loss for <24 hours Potential Privacy breach Rectifiable within 1 week 	<ul style="list-style-type: none"> Loss or corruption of large amounts of essential information, and/or Non-detection of information loss for >24 hours Multiple Privacy breaches Major disruption to normal operations of 1 to 2 weeks 	<ul style="list-style-type: none"> Loss or corruption of very large amounts of essential information, and/or Non-detection of information loss for <1 week Significant Privacy breaches Potentially not rectifiable
Information Technology	No measurable operational impact to organisation	<ul style="list-style-type: none"> Minor downtime or outage in single area of organisation Addressed with local management and resources 	<ul style="list-style-type: none"> Significant downtime or outage in multiple areas of organisation Substantial management required and local resources 	<ul style="list-style-type: none"> Loss of critical functions across multiple areas of organisation Long-term outage Extensive management required and extensive resources 	<ul style="list-style-type: none"> Extensive and total loss of functions across organisation Disaster management required
Legal and Regulatory	<ul style="list-style-type: none"> Isolated non-compliance or breach Minimal failure of internal controls managed by normal operations Negligible financial impact 	<ul style="list-style-type: none"> Contained non-compliance or breach with short-term Management significance Minor financial impact Minor impact on normal operations 	<ul style="list-style-type: none"> Serious breach involving statutory authorities or investigation Significant failure of internal controls Prosecution possible with significant financial impact 	<ul style="list-style-type: none"> Major breach with fines and litigation Critical failure of internal controls Long-term significance and major financial impact 	<ul style="list-style-type: none"> Extensive breach involving multiple individuals Extensive fines and litigation with possible class action Viability of program, service or organisation threatened



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Category	Insignificant	Minor	Moderate	Major	Severe
	<ul style="list-style-type: none"> Insignificant breach with no fine or litigation No OLG involvement Insignificant impact from legislation or regulations 	<ul style="list-style-type: none"> Minor breach with no fine or litigation OLG notified Minor impact from legislation or regulations 	<ul style="list-style-type: none"> Serious breach with possible fine or litigation OLG notified with potential deeper involvement Moderate impact from legislation or regulations 	<ul style="list-style-type: none"> Major breach with fine or litigation OLG involvement; Administrator may be appointed; Major impact from legislation or regulations 	<ul style="list-style-type: none"> Extensive breaches with fines and litigation OLG review of organisation Administrator appointed Severe impact from legislation or regulations
Operational	<ul style="list-style-type: none"> Negligible expected adverse impact on service delivery Potential brief service interruption 	<ul style="list-style-type: none"> Temporary and recoverable failure of one Council service causing intermittent service interruption up to 24 hours 	<ul style="list-style-type: none"> Temporary and recoverable failure of one or more Council services causing intermittent service interruption >24 hours to 1 week 	<ul style="list-style-type: none"> Failure of more than one Council service causing lengthy service interruption Major disruption to normal operations of 1 to 2 weeks 	<ul style="list-style-type: none"> Continuing failure of Council to deliver essential services Removal of key revenue generation services Substantial loss of operating capacity for a period of a greater than 2 weeks
Operational (Other)	<ul style="list-style-type: none"> Negligible disruption to Council Potential brief disruption of operations 	<ul style="list-style-type: none"> Temporary and recoverable disruption to Council Minor disruption to normal operations of up to 24 hours 	<ul style="list-style-type: none"> Issues lead to disruption of services and normal operations Moderate disruption to normal operations of >24 hours to 1 week 	<ul style="list-style-type: none"> Lengthy disruption to normal operations Issue adversely affecting Council staff (morale, workload etc.) Major disruption to normal operations of >1 week to 2 weeks 	<ul style="list-style-type: none"> Long-term disruption to normal operations Extensive adverse impacts on staff Increasing Long-term adverse impacts on services



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Category	Insignificant	Minor	Moderate	Major	Severe
Operational: Asset Management	<ul style="list-style-type: none"> Damage to, or loss of, property or assets has an up to 5% adverse impact on GMC strategy or operations, and/or Adequate insurance coverage to address loss 	<ul style="list-style-type: none"> Damage to, or loss of, property or assets has a 10% adverse impact on GMC strategy or operations, and/or Adequate insurance coverage to address loss 	<ul style="list-style-type: none"> Damage to, or loss of, property or assets has a 20% adverse impact on GMC strategy or operations, and/or Moderate insurance coverage to address loss 	<ul style="list-style-type: none"> Damage to, or loss of, property or assets has a 30% adverse impact on GMC strategy or operations, and/or Minimal insurance coverage to address loss 	<ul style="list-style-type: none"> Damage to, or loss of, property or assets has a 40% adverse impact on GMC strategy or operations, and/or No insurance coverage to address loss
Operational: Quality Management	<ul style="list-style-type: none"> Negligible disruption to services due to Quality Management issues Rectifiable immediately 	<ul style="list-style-type: none"> Minor disruption to services Quality Management issues Rectifiable within 24 hours 	<ul style="list-style-type: none"> Inadequate Quality Management causes moderate issues to service delivery Rectifiable between >24 hours to 48 hours 	<ul style="list-style-type: none"> Inadequate Quality Management causes major issues to service delivery Rectifiable between >48 hours to 1 week 	<ul style="list-style-type: none"> Inadequate Quality Management causes severe issues to service delivery Rectifiable between >1 week and 1 month
Procurement, Projects and Contracts	<ul style="list-style-type: none"> Negligible adverse impact < 2.5% impact on project budget, timeline and/or expected quality of projected output 	<ul style="list-style-type: none"> Minor adverse impact 2.5% to <10% of project budget, timeline and/or expected quality of projected output 	<ul style="list-style-type: none"> Significant adverse impact 10% to < 20% of project budget, timeline and/or expected quality of projected output 	<ul style="list-style-type: none"> Major adverse impact 20% to < 25% of project budget, timeline and/or expected quality of projected output 	<ul style="list-style-type: none"> Extensive adverse impact 25% or more of project budget, timeline and/or expected quality of projected output Expected wind-up of project



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Category	Insignificant	Minor	Moderate	Major	Severe
Strategic	<ul style="list-style-type: none"> Negligible adverse impact on Strategic Objectives < 2.5% of annual budget No expected impact on program or business operation 	<ul style="list-style-type: none"> Minor adverse impact on Strategic Objectives 2.5% to <10% of annual budget Minimal expected impact on program or business operation 	<ul style="list-style-type: none"> Moderate adverse impact on Strategic Objectives 10% to < 20% of annual budget Considerable expected impact on program or business operation 	<ul style="list-style-type: none"> Major adverse impact on Strategic Objectives 20% to < 25% of annual budget Large expected impact on program or business operation 	<ul style="list-style-type: none"> Extensive adverse impact on Strategic Objectives 25% or more of annual budget Loss of program or business operation
WH&S	<ul style="list-style-type: none"> No reasonable expectation of injury No loss of time 	<ul style="list-style-type: none"> Reasonable expectation for first-aid or minor medical treatment only Minor loss of time 	<ul style="list-style-type: none"> Reasonable potential for significant injury involving medical treatment or hospitalisation Moderate loss of time 	<ul style="list-style-type: none"> Reasonable potential for serious injury or illness Long-term loss of time 	<ul style="list-style-type: none"> Reasonable potential for fatality, permanent disability or disease Very Long-term loss of time
WHS Current	<ul style="list-style-type: none"> Injury or illness requiring First Aid Treatment. No lost time injury days 	<ul style="list-style-type: none"> Injury or illness requiring medical treatment. Lost time injury <10 days 	<ul style="list-style-type: none"> Serious injury or illness. Lost time injury >10 days 	<ul style="list-style-type: none"> Significant / extensive injury or illness. Permanent Partial Disability 	<ul style="list-style-type: none"> Fatality or Permanent Total Disability



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Table 2, below, provides the likelihood descriptors for GMC. These descriptors are provided on a five level nominal scale and are the same for all risk categories.

Table 2 – GMC Likelihood Table

Likelihood	Estimated Probability	Description
Almost Certain	>80%	<ul style="list-style-type: none"> The event is expected to occur in normal circumstances. There has been frequent past history. Greater than 80% probability of occurrence
Likely	>50% - 80%	<ul style="list-style-type: none"> The event will probably occur. Some recurring past event history. Once a year Greater than 50% and up to 80% probability of occurrence
Possible	>10% - 50%	<ul style="list-style-type: none"> The event may occur sometime. Some past warning signs or previous event history. Greater than 10% and up to 50% probability of occurrence
Unlikely	>2% - 10%	<ul style="list-style-type: none"> The event could occur in some circumstances. No past event history. Greater than 2% and up to 10% probability of occurrence
Rare	≤2%	<ul style="list-style-type: none"> The event may occur but only in exceptional circumstances. No past event history. Less than or equal to 2% probability



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

8.2 GMC Risk Matrix

Once the likelihood and consequence of any given risk has been analysed the risk itself will need to be prioritised for further mitigating action or ongoing monitoring. In order to enable the best use of resources risks are rated as Low, Medium, High or Critical through the mapping of likelihood and consequence values on a risk matrix. The structure of the matrix provides a rating for the given risk. Table 3 contains the GMC Risk Matrix and the **GMC Risk Management Procedure** document provides a step by step guide on its use.

Table 3 – GMC Risk Matrix

	CONSEQUENCES				
LIKELIHOOD	Insignificant	Minor	Moderate	Major	Severe
Almost Certain	Medium (15)	High (19)	High (22)	Critical (24)	Critical (25)
Likely	Medium (10)	Medium (14)	High (18)	High (21)	Critical (23)
Possible	Medium (6)	Medium (9)	Medium (13)	High (17)	High (20)
Unlikely	Low (3)	Low (5)	Medium (8)	Medium (12)	High (16)
Rare	Low (1)	Low (2)	Low (4)	Medium (7)	Medium (11)

8.3 Risk Assessment for Opportunities

Most dictionary definitions state that risks are the potential for undesirable outcomes. However, there is also the risk that outcomes may occur that are beyond objectives, for example ‘a major project finishes early or is under budget’ or ‘external circumstances lead to major improvements in reputation’. Instead of calling these ‘risks’ they are often referred to as ‘Opportunities’ or sometimes ‘Rewards’. It is a worthwhile exercise to use the Risk Assessment process to determine what Opportunities exist and how best to cost effectively facilitate them.

The risk assessment process outlined above can be used for this exercise with a few notable differences in wording. Whilst the Risk Likelihood Table is equally useable for Risks or Opportunities, using the Risk Consequence Table for Opportunities can be challenging due to the ‘negative’ language. However, the table is useable for this purpose if the idea that the purpose is to determine how ‘good’ the risk is, is maintained. One mental technique is to reverse the meaning of words such as ‘adverse’ and ‘loss’. The Opportunity Matrix is provided below in Table 4.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

Table 4 – GMC Opportunity Matrix

	IMPACT				
CHANCE	Insignificant	Minor	Moderate	Major	Excellent
Almost Certain	Medium	High	High	Very Good	Very Good
Likely	Medium	Medium	High	High	Very Good
Possible	Medium	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Medium	Medium

8.4 Actions required for different risk ratings

The analysis and evaluation processes include an initial process that assesses the likelihood and consequence of a risk with no mitigating Controls in place, which provides a raw understanding of the risk and results in an Inherent Risk Rating. Once mitigating Controls are in place, a second risk assessment process will provide a Residual Risk Rating, normally resulting in a lower risk rating.

A key part of the Risk Treatment process is to advocate different actions when various risk ratings are determined. Table 5, below, provides general instructions to be followed in the event of each risk rating, for every risk.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

Table 5 – Actions per risk rating

Risk Level	Action Required	Monitoring Level
Critical	<ul style="list-style-type: none"> Requires intervention from Executive Management, Requires prompt action to implement new enterprise or program level controls to treat the risk. 	<ul style="list-style-type: none"> Regular agenda item for Audit, Risk & Improvement Committee Weekly agenda item for Executive Management Team Daily monitoring of controls and treatments by the Risk Owner
Current WHS	<ul style="list-style-type: none"> Immediate action required – Activity must not proceed until steps are taken to reduce the risk to as low as reasonably practicable using the Hierarchy of Controls. Director approval must be sought before undertaking any activity with extreme risk. 	<ul style="list-style-type: none"> Continuous review and monitoring is required whenever this activity is under way.
High	<ul style="list-style-type: none"> Affects the ability of Council to carry out its mission or strategic plan, Existing controls may be effective but could require additional action and/or controls to be managed at the executive. 	<ul style="list-style-type: none"> Regular agenda item for Audit, Risk & Improvement Committee for High Risks over 3 months old Weekly agenda item for Executive Management Team for High Risks over 2 months old Weekly monitoring of controls and treatments by Risk Owner
Current WHS	<ul style="list-style-type: none"> The risk is unacceptable due to insufficient controls that do not reduce the risk sufficiently or quickly enough. Use the hierarchy of control to reduce the risk to as low as reasonably practicable. A combination of controls may be required to achieve this. 	<ul style="list-style-type: none"> Continuous review and monitoring is required whenever this activity is under way.
Medium	<ul style="list-style-type: none"> Impacts completion of a critical Council function Existing controls must be effective and possible additional actions may need to be implemented. 	<ul style="list-style-type: none"> Senior Management to receive quarterly Risk Profile Report that highlights Medium Risks that exceed their Target Rating Weekly monitoring of controls by Risk Owner
Current WHS	<ul style="list-style-type: none"> The risk is tolerable as there are sufficient controls in place that reduce the risk sufficiently and quickly enough. 	<ul style="list-style-type: none"> Regular review to check for effectiveness is required.



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Risk Level	Action Required	Monitoring Level
Low	<ul style="list-style-type: none"> Managed with current practices and procedures, Impacts are dealt with by routine operations which should be monitored for effectiveness. 	<ul style="list-style-type: none"> Weekly monitoring of controls by Risk Owner
Current WHS	<ul style="list-style-type: none"> Sufficient controls are in place and the risk is within acceptable tolerance levels. 	<ul style="list-style-type: none"> Manage risks by routine procedures and monitor activity.

Note: If a risk review changes the rating of a risk by more than one level, up or down (*i.e. Low to High or Critical to Medium*), create a GMC Risk Exception Report and treat, for reporting purposes, as per a Critical Risk. A template for the Risk Exception Report is at Appendix D.



9. Risk recording, review and reporting

Effective management of risk within any organisation depends on good communication and the effectiveness of its reporting mechanisms, recording processes and risk review protocols.

9.1 Risk recording at GMC

Risks are recorded after a risk assessment process has been undertaken. All GMC Risks are to be recorded in the **Master Risk Register** by the Risk Officer or their delegate.

All projects are to have their own separate risk register which are periodically copied to additional dedicated tabs in the Master Risk Register. In doing this, at any given time, the entire Risk Profile of Council is available in one document. In addition to their separate risk registers, each project should also have an assessed risk within the Master Risk Register that covers the risk of project failure, risk of non-completion, and any risks that the project's completion will introduce to Council.

9.2 The Master Risk Register

To effectively understand all the risks that GMC has (the Risk Profile), it is imperative that an accurate, up to date and relevant register of risks is kept. This is the Master Risk Register, which in order to maintain its integrity must only be updated by the Risk Officer or their delegate.

However, the Register must also be visible to all Executives and Risk Owners.

9.3 When to enter a risk in the Master Risk Register

When a staff member identifies a risk, whether through a risk workshop, interview with the Risk Officer, Toolbox meeting, an incident, or any other method they should fill in the **GMC Risk Identification Template** (Appendix E) and ensure that they have the following information before contacting the Risk Officer:

- A description of the risk
- How might it disrupt GMC Goals, Department Goals or Projects
- What are the potential causes of the risk
- What are the potential impacts from a risk event
- Any factors that might mitigate or control the risk
- Who should own the risk

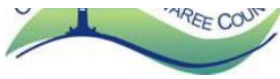
The Risk Officer will then liaise with the appropriate staff to analyse, evaluate and record the risk in the Master Risk Register. If the risk is given a residual rating of Critical, it is immediately reported, via a GMC Risk Exception Report (Appendix D) to the Executive Management Team, via the Risk Officer's management line.

9.4 Risk review at GMC

9.4.1 Quick Review

Risk Owners should conduct a 'quick review' of their risks on a weekly basis and report any required changes to the Risk Officer for recording in the Master Risk Register. The 'quick review' is a reminder exercise, which includes:

- familiarising what risks the Risk Owner has,
- what the ratings of these risks are,



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

- what risks are on increased reporting:
 - Critical risks
 - High risks that are over 2 months old
 - Medium risks that have exceeded their Target Risk Ratings
 - Risks that have recently changed rating by more than one risk level,
- the effectiveness of controls and which controls require closer monitoring.

9.4.2 Semi-annual Review

All risks are to be fully reviewed on a 6 monthly basis jointly by the Risk Owner and the Risk Officer. These reviews will be scheduled by the Risk Officer and are mandatory. The reviews will include:

- a review of each element of the risk recorded in the Master Risk Register,
- consideration of whether the circumstances surrounding the risk have changed,
- consideration of whether the operating environment has changed, and
- consideration of whether the risk still belongs in the Master Risk Register.

At the end of the review the staff undertaking it should feel satisfied that the risk is as up to date and as accurate as it can be.

9.4 Risk reporting at GMC

All risks need to be reported on a periodic basis to ensure that they are understood and being effectively managed. Table 6, below, provides details of the risk reporting regime that is required at GMC.

Table 6 – GMC Risk reporting regime

Risk Report	Purpose	Prepared by	Prepared for	Frequency
Risk Profile Report	Provides a snapshot of the Council's Risk Profile including a dashboard and rationale for actions and trends	Risk Officer	Executive Management Team	Monthly
Risk Exception Report	Provides information on risks recently rated as Critical, High risks that have been High from greater than 3 months, or any risk that has recently changed rating by more than 1 risk level <i>A Risk Exception Report Template is at Appendix D</i>	Risk Owner	Executive Management Team	As required
High Risk Report	Part of the Risk Profile reporting for the Audit, Risk & Improvement Committee, and it includes all risks rated High (for longer than 3 months) and Critical	Executive Management Team	Audit, Risk & Improvement Committee	Quarterly



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Risk Report	Purpose	Prepared by	Prepared for	Frequency
Key Risk Indicator Report	Provides a dashboard of risk indicators which help understanding of some risk profiles and enhance decision-making capability	Risk Officer	Executive Management Team & Audit, Risk & Improvement Committee	Quarterly



Part 4

10. Implementing the Risk Management Plan

This Risk Management Plan, as a key component of the Risk Management Framework (RMF), provides the 'What' of risk management for GMC – meaning that it describes what GMC will do to manage its risks. However, to be an effective RMF tool it must first be implemented to ensure that staff understand what GMC does to management risk. To ensure that the Plan (and the broader RMF) is implemented, GMC will do the following:

- Provide annual Fundamental Risk Management Training for all Relevant staff
- Provide periodic presentations on the RMF
- Provide a Communications Plan for the initial implementation and ongoing implementation of the Plan

10.1 Risk Management Training

It is imperative that staff at Council understand risk management and how it can be an effective tool for improving efficiency and avoiding foreseeable issues. As such, it is required that all staff at Supervisor level and above undergo annual face-to-face risk management training. Completion of this training should be a key component of all staff annual professional development plans.

The training will cover the fundamental aspects of Risk Management and the Risk Management Process, with a deeper level demonstration of simple analytical techniques.

The training will be delivered by the Training Officer, Risk Officer, or an external contractor. It should take approximately two hours.

10.2 Periodic Presentations on the RMF

The RMF presentations are an important reminder of both the tangible and behavioural aspects of the RMF, especially the role that organisational culture plays in the development of risk management maturity.

To be effective all documents that advocate certain actions and positions need to be read and understood by those people with responsibilities and accountabilities associated with the document/s. In order to ensure that the Framework is read and understood, the Risk Officer, or their delegate, will provide a presentation on the RMF and how it integrates into GMC strategic direction and operations.

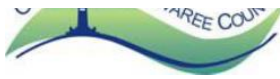
These presentations will take approximately 1 hour and should be delivered annually, as a minimum.

11. Key Risk Indicators

Key Risk Indicators (KRI's) will be used to measure the performance of GMC's risk management activities, continuing improvement processes, and in the monitoring of risk exposures.

The KRI's will be reported to Executive Management Team (at least on a quarterly basis) in assisting Council to maximise Risk Management outcomes.

- a. **Integrity risk culture** – number of fraud & corruption activities and the number of integrity related disciplinary matters handled and reported.



GOULBURN MULWAREE COUNCIL RISK MANAGEMENT PLAN

- b. **Risk Profile** - the number and percentage of major (Critical and High) level of risks having had further treatment and the level of risk having been reduced to a lower residual level of risk.
- c. **Risk Management implementation** - the number and percentage of operational service areas involved in the Risk Management process.
- d. **Insurance Trends** - the number of insurance claims submitted to Council – and the areas to which the claims relate to.
- e. **Training** - the number and dollar value of insurance claims paid by Council – and the areas to which the claims relate to.
- f. **Risk Maturity** - The risk maturity level of Council – level of awareness and understanding throughout the organisation of the Risk Management Framework, Policy and associated processes and procedures. Normally to be undertaken bi-annually.
- g. **Cyber-security** – Trend data on any systems breaches or aborted attempts at access. This includes any cyber-security reports that come from hosted clients.

12. Continuous Improvement Review

As part of efforts to maintain a continuous improvement cycle, this plan will be reviewed every three years by the ELT and reported to the Audit, Risk and Improvement Committee to ensure that it continues to meet the requirements and its intent.

Review of this Plan and the broader Risk Management Program may be conducted by using any or a combination of the following:

- Obtaining feedback from managers and supervisors;
- Surveying staff at all levels;
- Conducting random interviews of sections of Council;
- The engagement of a consultant to conduct an external review and provide recommendations for a way forward. This may be done after 12-18mths or later into the implementation process or when Council considers it would be useful to do so.

Other reviews should be conducted prior to the scheduled formal review if the need warrants it.



Appendix A – Risk Management Principles

Integrated

To be truly effective the management of risks should be a standardised and integrated component of day-to-day activities in the organisation.

Structured and comprehensive

An effective organisation will have a structured approach in the pursuit of its strategy and strategic objectives. RISK MANAGEMENT should be an integrated component of this structure, which will, if comprehensive enough, contribute to consistent and comparable results.

Customised

Understand the organisation's operating environment, inside and out. The Risk Management Framework and process are customised and proportionate to the organisation's external and internal context related to its objectives.

Inclusive

Multiple relevant perspectives regarding risks and their management are a very effective method of combating the various inherent human biases. Therefore, appropriate and timely involvement of stakeholders enables their knowledge, views and perceptions to be considered. This results in improved awareness and informed risk management.

Dynamic

Risks can emerge, change or disappear as an organisation's external and internal context changes. Risk management anticipates, detects, acknowledges and responds to those changes and events in an appropriate and timely manner.

Best available information

The inputs to risk management can come from a variety of sources with varying levels of accuracy and relevance, and are based on historical and current information, as well as on anticipation of future outcomes. Effective risk management explicitly takes into account the timeliness, any biases, limitations and uncertainties associated with such information. Additionally, an acknowledgement of information that is not known or complete is necessary.

Human and cultural factors

Human behaviour and culture significantly influence all aspects of risk management at each level and stage. As such awareness of human biases and an understanding of the desired culture is important at all organisational levels. The organisation defines the desired behaviours that characterise its desired culture, not the environment it operates in.

Continual improvement

Risk management is continually improved through learning and experience. The organisation should pursue this as standard operating procedure.



Appendix B – Risk Management Framework Elements

Leadership and commitment

Top management and oversight bodies provide explicit commitment to the integration of risk management into all activities of the organisation. Top management will be accountable for managing risk and ensuring that the organisation's risk profile is within acceptable limits. Whereas the oversight bodies are accountable for risk management as a function of the organisation and will set risk-aware strategic objectives and determine the acceptable limits for the risk profile.

Integration

Integrating risk management into an organisation is a dynamic and iterative process, and should be customised to the organisation's needs and culture. Risk management should be a part of, and not separate from, the organisational purpose, core values, governance, leadership and commitment, strategy, objectives and operations.

Design

This facet represents the opportunity for the organisation to embed elements of its culture and core values into the framework and make the framework relevant for all stakeholders. In designing the framework, with a thorough understanding of the organisation's internal and external operating environment (context), the organisation should clearly articulate its commitment to risk management. It can assign responsibilities, roles, authorities and accountabilities, and then make the risk management framework relevant to staff by allocating dedicated or delegated resources to fulfil these responsibilities and establish appropriate communication and consultation protocols.

Implementation

The allocation of appropriate resources is the key element to successful implementation of an effective Risk Management function in the organisation. Successful implementation requires the engagement of stakeholders to enable the organisation to explicitly address uncertainty in decision-making and strategy formulation.

Evaluation

Like all other aspects of the organisation the risk management framework should not be developed or exist in isolation. It must be periodically tested against its purpose, implementation, plans, indicators and expected behaviour, to determine whether it remains suitable in its role of supporting the achievement of organisational objectives.

Improvement

A culture of constant vigilance regarding the quality of risk management and the effectiveness of the framework is essential to maintain the required flexibility when unexpected changes occur. Such a culture will also embed a continual improvement mindset within the organisation.



Appendix C - Glossary of Term Managements

Term Management	Definition
Cause	A circumstance, thing or event that may lead to an identified Risk Event
Consequence	Outcome of a risk event affecting objectives – one part of a Risk Rating
Risk Management	Risk management is the culture, processes and structures that are directed towards the effective management of potential opportunities and adverse effects that may occur within an organisation. The word 'Enterprise' denotes that the program will include the whole organisation; therefore all risks within all areas of an organisation's operation will be included.
Risk Management Framework	A set of components that provide the foundations, framework and organisational arrangements for designing, implementing, monitoring, reviewing and continually improving risk management throughout the organisation. It will also indicate how risk management will be integrated within/across the organisation.
Risk Management Plan	Element of the Risk Management Framework documents - The RMP details what GMC will do to manage risk, including the criteria that it uses, the roles and responsibilities of specific staff, the tools that will be used and the process that will be used
Risk Management Policy	Element of the Risk Management Framework documents – The Risk Management Policy details why GMC manages risk. It affirms Council's commitment to risk management and reflects the value it places on the management of risk throughout the organisation.
Risk Management Process	The systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context, identifying, analysing, evaluating, treating, monitoring and reviewing risk.
Risk Management Procedure	Element of the Risk Management Framework documents – The Risk Management Procedure details how GMC will undertake the risk management process.
Impact	A potential outcome from a Risk Event
Inherent Level of Risk	The true or real level of risk to the organisation. It is the level of risk prior to taking into consideration the treatment/controls that are currently in place to address the risk.
Key Performance Indicators	Are used to measure the performance of the organisations risk management activities and in the monitoring of risk exposures.
Level of Risk	Is the level of risk (i.e. critical, high medium or low) that is determined by utilising a risk matrix during a risk assessment process after taking into consideration the likelihood and consequence of a risk or opportunity event.
Likelihood	Chance or probability of a risk event occurring – one part of a Risk Rating
Operational Risk	Risks or opportunities that may impact on an organisations core operational activities. These are risks that the organisation may be exposed to or opportunities that may be available whilst undertaking the day to day operational services.
Project Risk	Risks or opportunities that could endanger or enhance the planned budget, outcome quality, timeframe or goals of an approved project or one that is under consideration.
Residual Risk	The remaining level of risk after current risk treatment/control measures have been taken into consideration.
Risk or Risk Event	The effect of uncertainty on objectives. An effect is a deviation from the expected – positive and/or negative. Risk is a combination of the consequences of an event (including changes in circumstances or knowledge) and the associated likelihood of the occurrence.
Risk Acceptance	An informed decision to accept the consequences and the likelihood of a particular risk.
Risk Analysis	A systematic use of available information to determine how often specified events may occur and the magnitude of their consequences.



**GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN**

Term Management	Definition
Risk Appetite	The amount of risk an entity is willing to accept or retain in order to achieve its objectives. It is a statement or series of statements that describe the entity's attitude towards risk taking.
Risk Assessment	The overall process of risk analysis and risk evaluation.
Risk Attitude	The organisations approach to assess and eventually pursue, retain, take or turn away from risk.
Risk Category	Refers to the type of risk or opportunity that exists within Council's operations eg Liability, financial, reputational, WHS, economic etc.
Risk Control	That part of risk management which involves the implementation of policies, standards, procedures and physical changes to eliminate or minimise adverse risks or to ensure an opportunity is realised.
Risk Criteria/Context	Term Managements of reference against which the significance of a risk is identified and evaluated. Will include the defining of the internal and external parameters to be taken into account.
Risk Evaluation	The process used to determine risk management priorities by comparing the level of risk against predetermined standards, target risk levels or other criteria.
Risk Identification	The process of determining what can happen, why and how.
Risk Matrix	A matrix that is used during a risk assessment process. The matrix is used to determine the level of risk (critical, high medium or low) after taking into consideration the likelihood and consequence of the risk or opportunity event.
Risk Oversight	The supervision of the risk management framework and associated risk management processes.
Risk Profile	A description of any set of identified risks. The set of risks can contain those that relate to the whole organisation, part of the organisation or as otherwise defined.
Risk Register	A register (electronic or manual) that records Council's enterprise risk profile data whether it be Strategic, Project or Operational risks.
Risk Tolerance	The levels of risk taking that are acceptable in order to achieve a specific objective or manage a category of risk.
Risk Treatment	Is a risk modification process. It involves selecting and implementing one or more treatment options. Once a treatment has been implemented, it becomes a control or it modifies existing controls.
Strategic Risk	Risks or opportunities that may impact on the Council's direction, external environment and to the achievement of its strategic plans. These risks or opportunities will inhibit or enhance Council's ability to achieve its corporate strategy and strategic objectives with the ultimate goal of creating and protecting community and stakeholder value.
Stakeholder	Person or organisation that can affect, be affected by, or perceive themselves to be affected by a decision or activity of the organisation.
Worker	Person who carries out work for Goulburn Mulwaree Council, whether paid or unpaid, or directly or indirectly engaged. Includes an employee, labour hire staff, volunteer, apprentice, work experience student, subcontractor and contractor.



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Appendix D – GMC Risk Exception Report Template

Risk Exception Report Template							
What's this Report for		New Critical Risk <input type="radio"/>	New High Risk older than 2 months <input type="radio"/>	New High Risk older than 3 months <input type="radio"/>	Risk increased by 2 levels or more <input type="radio"/>	Department of Reporter	
Risk Owner					Date Risk Rated at current level		
Risk #.	Risk Name / Description	What changed to alter the risk rating? <i>Causes, consequences, controls etc.</i>	Is there a plan to mitigate the risk? <i>If yes, attach with report</i>	WHEN will the plan be implemented	Who will monitor the plan progress?	Monitoring frequency	



GOULBURN MULWAREE COUNCIL
RISK MANAGEMENT PLAN

Appendix E – GMC Risk Identification Template for informing the Risk Officer

GMC Risk Identification Template			
Department of Reporter		Most likely Risk Owner	
Section of Reporter		<i>Why will this person be the Risk Owner?</i>	
Name of Reporter		Date risk identified	
<p>Risk (What is it that might happen to prevent Council from achieving its goals)</p>	<p>What might cause a risk event? <i>Example list:</i></p> <ul style="list-style-type: none"> • poor training • unqualified staff • wet weather • power loss 	<p>What might the impact of a risk event be? <i>Example list:</i></p> <ul style="list-style-type: none"> • loss of revenue • community complaints • increased hazard • data breach 	<p>Control Measures (What controls exist or can be implemented to manage the situation?)</p>

16.11 RELATED PARTY DISCLOSURE POLICY

Author: Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Related Party Disclosure Policy [↓](#) 

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION

That

1. That the report from the Director Corporate & Community Services on the Related Party Disclosure Policy be received.
2. Council places the Related Party Disclosure Policy on public exhibition for 28 days and, if no comments are received, it be adopted as Council’s policy:
3. Any submissions received are to be considered and reported to Council for final adoption of the policy.

BACKGROUND

This report presents the newly developed Related Party Disclosure Policy.

REPORT

The Related Party Disclosure Policy has been developed to ensure that Council’s related party transactions are properly disclosed.

The Policy defines the parameters for related party transactions and the level of disclosure and reporting required for Council to achieve compliance with the Australian Accounting Standard AASB 124.

This policy will be placed on public exhibition for a period of 28 days. If no submissions are received during this period, it will be adopted as Council’s policy. Any submissions on any of these policies will be presented back to Council for consideration before adoption takes place.



Related Party Disclosure Policy



GOULBURN MULWAREE COUNCIL RELATED PARTY DISCLOSURE POLICY

POLICY OBJECTIVE

To ensure compliance with the provisions of the Australian Accounting Standard AASB 124 regarding the disclosure of related Parties, Related Party Relationships and Related Party Transactions.

LEGISLATIVE PROVISIONS

Local Government Act 1993

Local Government (General) Regulation 2005

Privacy & Personal Information Protection Act 1998

Government Information (Public Access) Act 2009

RELATED DOCUMENTS

Accounting Standard AASB 124

Local Government Code of Accounting Practice and Financial Reporting

POLICY STATEMENT

1 Application

This policy applies to those who have authority and responsibility for planning, directing, and controlling the activities of Council and entities controlled by Council, including elected Councillors, the Chief Executive Officer, Directors, and close family members who can be expected to influence or be influenced by the aforementioned key management personnel (KMP).

2 AASB 124 Disclosure Requirements

2.1 Disclosures

To comply with AASB 124, for annual periods on or after 1 July 2016, Council will make the following disclosures in its General Purpose Financial Statements:

- a) Relationships between Council and its subsidiaries, irrespective of whether there have been transactions between them.
- b) KMP compensation in total and for each of the following categories:
 - i) Short-term employee benefits;
 - ii) Post-employment benefits;
 - iii) Other long terms benefits; and
 - iv) Termination benefits.
- c) The information specified in Section 2.2 for related party transactions with the following persons during the period covered by the Financial Statements.
 - i) Council subsidiaries;
 - ii) Entities who are associated with Council or of a Council subsidiary;
 - iii) Joint ventures in which Council or a Council subsidiary is a joint venture;
 - iv) Council's KMP
 - v) Other related parties, comprising:
 - A close family member of a KMP of Council;
 - Entities controlled or jointly controlled by a KMP of Council;
 - Entities controlled or jointly controlled by a close family member of a KMP of Council.



GOULBURN MULWAREE COUNCIL RELATED PARTY DISCLOSURE POLICY

2.2 Disclosed Information

For each category of related party transactions specified in Section 2.1(c) Council will disclose the following information in Council's General Purpose Financial Statements:

- a) The nature of the related party relationship;
- b) The amount of the transactions;
- c) The amount of outstanding balances, including commitments, and:
 - i) Their terms and conditions, including whether they are secured, and the nature of the consideration to be provided in settlement; and
 - ii) Details of any guarantees given or received;
- d) Provision for doubtful debts related to the amount of outstanding balances; and
- e) The expenses recognised during the period in respect of bad or doubtful debts due from related parties.

2.3 Disclosed in Aggregate or Separate

For each related party category specified in Section 2.1(c), Council will disclose information specified in Section 2.2 for related party transactions of a similar nature in aggregate except when separate disclosure is necessary for an understanding of the effects of related party transactions in the Financial Statements of Council, having regard to the following criteria:

- a) the nature of the related party relationship;
- b) the significance of the transaction (individually or collectively) in terms of size or value (including where the materiality arises due to the fact that no consideration for the transaction is given or received by Council)
- c) whether the transaction is carried out on non-arm's length terms
- d) whether the nature of the transaction is outside normal day-to-day business operations.

3 Identifying Council Related Party Relationships and Transactions

3.1 Identification

The Responsible Accounting Officer is responsible for identifying Council subsidiaries, associates and joint ventures (incorporated and unincorporated) from the Related Entities Register, a document which is prepared to substantiate Note 19 of the Financial Statements 'Interests in Other Entities'.

3.2 Control or Joint Control

To determine whether Council has control or joint control of an entity, the Responsible Accounting Officer is responsible for applying AASB 10 Consolidated Financial Statements and AASB 11 Joint Arrangements.

3.3 Associate or Joint Venture

To determine whether an entity is an associate of, or in a joint venture with Council or a Council subsidiary, the Responsible Accounting Officer is responsible for applying AASB 128 Investments in Associates and Joint Ventures.



GOULBURN MULWAREE COUNCIL RELATED PARTY DISCLOSURE POLICY

3.4 Electronic Investigation

The Responsible Accounting Officer is responsible for investigating Council's financial management system whether any identified Council subsidiaries, associates or joint ventures have an existing related party transaction with Council.

3.5 Information Extraction

The Responsible Accounting Officer is responsible for identifying and extracting information specified in Section 2.2 against each existing related party transaction in Council's finance management systems for the purpose of recording the related party transactions and associated information in a register of related party transactions.

3.6 Manual Investigation and Recording of Information

For related party transactions that are not captured by Council's financial management system the Responsible Accounting Officer is responsible for manually reviewing the transactional documentation and recording the information specified in Section 2.2 for the subject transaction in the register of related party transactions.

4 Identifying Related Party Transactions with KMP and their close family members

4.1 Related Party Declarations

KMP must provide a related party declaration as set out in the Related Party Declaration Form, notifying any close family members or entities controlled or jointly controlled by them or any of their close family members to the Business Manager Finance by no later than the following periods during a financial year (Specified Notification Period):

- a) 30 days after the commencement of the application of this policy
- b) 30 days after a KMP commences their term of employment with Council.
- c) 30 June each year

4.2 Related Party Declaration Form

At least 30 days before a specified notification period, the Business Manager Finance will provide KMP with a Related Party Declaration Form.

4.3 Other Notifications

Councillors and Senior Executive officers who are KMP are required to comply with the Code of Conduct in addition to the notification requirements in Section 2.

4.4 Information Extraction

The Responsible Accounting Officer is responsible for identifying information specified in Section 2.2 against each notified related party in Council's financial management system for the purpose of recording the related party transactions and associated information in the register of related party transactions.



GOULBURN MULWAREE COUNCIL RELATED PARTY DISCLOSURE POLICY

4.5 Other Sources of Information

To ensure all related party transactions are captured and recorded, the Responsible Accounting Officer is responsible for reviewing, if required, other sources of information held by Council including, without limitation:

- a) A register of interest of the KMP and persons related to the KMP
- b) Minutes of Council and committee meetings.
- c) Council's Contracts Register.

4.6 Manual Investigation and Recording of Information

For related party transactions that are not captured by Council's financial management system the Responsible Accounting Officer is responsible for manually reviewing the transactional documentation and recording the information specified in Section 2.2 for the subject transaction in the register of related party transactions.

5 Ordinary Citizen Transactions

5.1 Non-material in Nature

Council will not disclose in its Financial Statements, related party transactions that are ordinary citizen transactions assessed to be immaterial in nature.

5.2 Material in Nature

Council will disclose in its Financial Statements in accordance with Section 2, related party transactions that are ordinary citizen transactions assessed to be material in nature.

5.3 Materiality Assessment

The Responsible Accounting Officer is responsible for reviewing and assessing the materiality of related party transactions that are ordinary citizen transactions. This is to determine whether the disclosure of such transactions are necessary for an understanding of the effects of the related party transactions on the Financial Statements, having regard to criteria specified in Section 3.3. As a general rule, Council will utilise \$50,000 as a threshold for materiality.

5.4 Information Extraction

The Responsible Accounting Officer is responsible for identifying information specified in Section 2.2 against each related party transaction that is an ordinary citizen transaction assessed as being material in nature in Council's financial management system. This is for the purpose of recording the related party transactions and associated information in a register of related party transactions.

6 Register of Related Party Transactions

6.1 Maintain a Register

The Responsible Accounting Officer is responsible for maintaining and keeping up to date a register of related party transactions that captures and records the information specified in



**GOULBURN MULWAREE COUNCIL
RELATED PARTY DISCLOSURE POLICY**

Section 2.2 for each existing or potential related party transaction (including ordinary citizen transactions assessed as being material in nature) during a financial year.

6.2 Contents of Register

The contents of the register of related party transactions must detail for each related party transaction;

- a) the description of the related party transaction
- b) the name of the related party.
- c) the nature of the related party’s relationship with Council.
- d) whether the related party transaction is existing or potential
- e) a description of the transactional documents the subject of the related party transaction.
- f) the information specified in Section 2.2.

Version	Council Meeting Date	Resolution	Adoption Date	Effective From
1	15 th August 2023	[Number]	[Date]	[Date]
All policies can be reviewed or revoked by resolution of Council at anytime.				

DIRECTORATE: Corporate & Community Services

BUSINESS UNIT: Finance

16.12 LOCAL GOVERNMENT NSW (LGNSW) 2023 ANNUAL CONFERENCE

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. **LGNSW Conference Voting Delegate Allowance**  

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	An allocation for Councillors to attend training/conferences has been included in the 2023/24 budget
Use of Reserve Funds:	Not Applicable

RECOMMENDATION

That

1. The report of the Chief Executive Officer on the Local Government NSW (LGNSW) Annual Conference be received.
2. Council nominates the following three voting delegates and the Chief Executive Officer to attend the 2023 Annual Conference of LGNSW at Rosehill Gardens Racecourse:
 - Xx
 - Xx
 - xxx
3. Council nominates the following non-voting delegates to attend the 2023 Annual Conference of LGNSW at Rosehill Gardens Racecourse:
 - Xxx
 - xxx

BACKGROUND

Local Government NSW (LGNSW) conduct an annual conference this year to be held at Rosehill Gardens Racecourse from Sunday 12 November to Tuesday 14 November 2023.

REPORT

The LGNSW annual conference will be held Sunday 12 November to Tuesday 14 November 2023.

Registration for voting and non-voting delegates will open on Monday 4 July 2022, with discounted early bird rates available until Wednesday 17 August 2022 being \$1,155.00 (incl GST) per person. Standard registrations open on Thursday 18 August 2022 and close at 5pm on Monday 10 October 2022 being \$1,485.00 (incl GST) per person. The Conference dinner is an additional \$230.00 (incl GST) per person. Delegate registration fees include online business papers, the President’s Welcome Reception, two-day business sessions including morning and afternoon tea, lunch, and name badge.

Councils must advise LGNSW of the names of their nominated voting delegates (for motions and the Board election) by 5pm on Friday 27 October 2023. Goulburn Mulwaree Council have three voting entitlements for the conference.

Councils can now submit motions for the 2023 Annual Conference. The latest date motions can be submitted for inclusion in the conference business paper is Sunday 15 October 2023.

This report recommends that Council approve three voting Councillor delegates to attend the LGNSW annual conference as well as the Chief Executive Officer.

The report also allows for other Councillors to attend as non-voting members.

The following is the draft program for the Conference:

Sunday 12 November:

12.30pm– 5.00pm **Registration Operational**

Exhibition open from 1pm

Optional off-site visit to PHIVE at Parramatta Square, hosted by City of Parramatta Council (Limited spaces. Book when registering for conference).

2.30pm– 3.00pm Afternoon Tea in exhibition area

3.00pm– 5.00pm Plenary Room

3pm to 3.30pm – Official welcomes (LGNSW President and Mayor)

3.30pm to 3.55pm – AR Bluett Memorial Awards presentation

3.55pm to 4.55pm – Housing Crisis and affordability Forum

4.55pm to 5.00pm– President’s Welcome Reception Partner Landcom address

5.00pm Bus transfers to **CommBank Stadium** for President’s Welcome Reception

5.30pm– 7.30pm President’s Welcome Reception at CommBank Stadium, Parramatta

7.30pm: Delegates make own arrangements for dinner and then own arrangements to return to accommodation

Monday 13 November:

From 7.45am Doors open – Registration opens. Light refreshments in exhibition area.

8.00am– Ground floor

8.50am Voting for LGNSW Board President, Vice-Presidents, Treasurer and Directors (voting for all positions at the one time)

8.50am– 9.00am Distribution of electronic voting handsets and delegates are seated in the Grand Pavilion plenary room

- 9.00am– 9.10am** Conference Welcome – **Chief Executive LGNSW**
Welcome to Country
- 9.10am– 9.20am** Ministerial address
- 9.10am– 9.20am** CE LGNSW thanks Minister and explains voting on motions procedure and housekeeping
- 9.30am– 10.45am** **From 9.30am to 10am:** Opening of the Federal and State Conferences, adoption of standing orders, business sessions and consideration of motions and conference business.
- Opening Address** by **Cr Darriea Turley AM** President, LGNSW
- Presentation of financial reports**
- Start of consideration of motions and conference business
- 10.45am– 11.45am** Morning refreshments
AEC Voting for LGNSW Board President, Vice-Presidents, Treasurer and Directors
- 11.45am– 11.50am** Address by Elite partner **Statewide Mutual**
- 11.50am– 1.00pm** Consideration of Conference Business (continued)
- 1.00pm– 2.15pm** Delegate lunch in Exhibition area sponsored by Distinguished Partner **Active Super**
AEC Voting for LGNSW Board President, Vice-Presidents, Treasurer and Directors (until 2.10pm)
- 1.05pm – 2.15pm** Premier Partner – **StateCover Mutual Members’ Lunch**
GMs and CEOs join StateCover Mutual for member networking and lunch (level 1)
- 2.20pm– 3.30pm** Consideration of Conference Business (continued)
- 3.30pm– 4.30pm** **Afternoon Refreshments** in trade exhibition (ground level)
AEC Voting for LGNSW Board President, Vice-Presidents, Treasurer and Directors

during afternoon tea

4.35pm– Networking in trade exhibition
6.35pm

7.00pm– **LGNSW Conference Dinner** and entertainment. Elite Partner – **Statewide Mutual.**
10.30pm Presentation LG Service Awards

Tuesday 14 November:

7.30am– **ALGWA Breakfast**
8.45am Sponsored by ALGWA Breakfast Partner Maddocks.
MC Steph Brantz.

From 7.30am LGNSW Information Desk and Exhibition and light refreshments – Exhibition Centre

9.00am– Plenary Room
10.05am MC Steph Brantz
Keynote address and panel session followed by **Q&A**

10.05am– Speaker (to be announced)
10.15am

10.15am– **Refreshment break** in trade exhibition, ground floor
10.45am

10.45am– **ALGA update**
10.55am Cr Linda Scott, President ALGA

10.55am– Plenary Room
11.45am **Panel session** followed by **Q&A**

11.45am– Plenary Room
12.45am **Keynote address** followed by **Q&A**

12.45am– Lunch in trade exhibition
1.45pm

1.45pm– **Presentation and Q&A:** Department of Home Affairs
2.45pm **Presentation and Q&A:** ICAC

2.45pm– Final remarks from **President LGNSW**, including **announcement of location for Annual**
3.00pm **Conference 2024**



Annexure A

Members' voting entitlement at the 2023 Local Government NSW Annual Conference

Member	Column A – Number of voters for voting on motions	Column B – Number of voters for voting in Board election
Albury (R/R)	4	4
Armidale Regional (R/R)	3	3
Ballina (R/R)	3	3
Balranald (R/R)*	1	1
Bathurst Regional (R/R)	3	3
Bayside (M/U)	9	9
Bega Valley (R/R)	3	3
Bellingen (R/R)	2	2
Berrigan (R/R)	1	1
Blacktown (M/U)	12	12
Bland (R/R)	1	1
Blayney (R/R)	1	1
Blue Mountains (R/R)	4	4
Bogan (R/R)	1	1
Bourke (R/R)	1	1
Brewarrina (R/R)	1	1
Broken Hill (R/R)	2	2
Burwood (M/U)	4	4
Byron (R/R)	3	3
Cabonne (R/R)	2	2
Camden (M/U)	7	6
Campbelltown (M/U)	9	9
Canada Bay (M/U)	5	5
Canterbury-Bankstown (M/U)	12	12
Carrathool (R/R)	1	1
Castlereagh-Macquarie County Council (R/R)	1	0
Central Coast (R/R)*	7	7
Central Darling (R/R)*	1	1
Central Tablelands Water County Council (R/R)	1	0
Cessnock (R/R)	4	4
Clarence Valley (R/R)	4	4
Cobar (R/R)	1	1
Coffs Harbour (R/R)	4	4
Coolamon (R/R)	1	1

Member	Column A – Number of voters for voting on motions	Column B – Number of voters for voting in Board election
Coonamble (R/R)	1	1
Cootamundra-Gundagai Regional (R/R)	2	2
Cowra (R/R)	2	2
Cumberland (M/U)	10	10
Dubbo Regional (R/R)	4	4
Dungog (R/R)	1	1
Edward River (R/R)	1	1
Eurobodalla (R/R)	3	3
Fairfield (M/U)	10	10
Far West Joint Organisation (R/R)	1	0
Federation (R/R)	2	2
Forbes (R/R)	1	1
Georges River (M/U)	9	9
Gilgandra (R/R)	1	1
Glen Innes Severn (R/R)	1	1
Goldenfields Water County Council (R/R)	1	0
Goulburn Mulwaree (R/R)	3	3
Greater Hume (R/R)	2	2
Griffith (R/R)	3	3
Gunnedah (R/R)	2	2
Gwydir (R/R)	1	1
Hawkesbury City (M/U)	5	5
Hawkesbury River County Council (M/U)	2	0
Hay (R/R)	1	1
Hilltops (R/R)	2	2
Hornsby (M/U)	9	9
Hunters Hill (M/U)	2	2
Inner West (M/U)	9	9
Inverell (R/R)	2	2
Junee (R/R)	1	1
Kempsey (R/R)	3	3
Kiama (R/R)	3	3
Kimbriki Environmental Enterprises P/L (M/U)	1	0
Ku-ring-gai (M/U)	7	7
Kyogle (R/R)	1	1
Lachlan (R/R)	1	1
Lake Macquarie (R/R)	7	7
Lane Cove (M/U)	4	3

Member	Column A – Number of voters for voting on motions	Column B – Number of voters for voting in Board election
Leeton (R/R)	2	2
Lismore (R/R)	3	3
Lithgow (R/R)	3	3
Liverpool (M/U)	10	10
Liverpool Plains (R/R)	1	1
Lockhart (R/R)	1	1
Maitland (R/R)	4	4
Mid-Coast (R/R)	4	4
Mid-Western Regional (R/R)	3	3
Moree Plains (R/R)	2	2
Mosman (M/U)	3	3
Murray River (R/R)	2	2
Murrumbidgee (R/R)	1	1
Muswellbrook (R/R)	2	2
Nambucca (R/R)	3	3
Narrabri (R/R)	2	2
Narrandera (R/R)	1	1
Narromine (R/R)	1	1
New England County Council (R/R)	1	0
Newcastle (R/R)	7	7
North Sydney (M/U)	5	5
Northern Beaches (M/U)	10	10
Northern Sydney Regional Organisation of Councils (M/U)	1	0
Oberon (R/R)	1	1
Orange (R/R)	3	3
Parkes (R/R)	2	2
Parramatta (M/U)	10	10
Penrith (M/U)	10	10
Port Macquarie-Hastings (R/R)	4	4
Port Stephens (R/R)	4	4
Queanbeyan-Palerang Regional (R/R)	4	4
Randwick (M/U)	7	7
Richmond Valley (R/R)	3	3
Riverina Water County Council (R/R)	1	0
Rous County Council (R/R)	1	0
Ryde (M/U)	7	7
Shellharbour (R/R)	4	4

Member	Column A – Number of voters for voting on motions	Column B – Number of voters for voting in Board election
Shoalhaven (R/R)	5	5
Singleton (R/R)	3	3
Snowy Monaro Regional (R/R)	3	3
Snowy Valleys (R/R)	2	2
Southern Sydney Regional Organisation of Councils (M/U)	1	0
Strathfield (M/U)	4	4
Sutherland Shire (M/U)	10	10
Sydney, City of (M/U)	10	10
Tamworth Regional (R/R)	4	4
Temora (R/R)	1	1
Tenterfield (R/R)	1	1
The Hills Shire (M/U)	9	9
Tweed (R/R)	4	4
Upper Hunter (R/R)	2	2
Upper Lachlan (R/R)	1	1
Upper Macquarie County Council (R/R)	1	0
Uralla (R/R)	1	1
Wagga Wagga (R/R)	4	4
Walcha (R/R)	1	1
Walgett (R/R)	1	1
Warren (R/R)	1	1
Warrumbungle (R/R)	1	1
Waverley (M/U)	5	5
Weddin (R/R)	1	1
Wentworth (R/R)	1	1
Western Sydney Regional Organisation of Councils (M/U)	1	0
Willoughby (M/U)	5	5
Wingecarribee (R/R)*	4	4
Wollondilly (R/R)	4	4
Wollongong (R/R)	7	7
Woollahra (M/U)	5	5
Yass Valley (R/R)	2	2
Board (M/U)	9	9
Board (R/R)	9	9
TOTAL:	496	480

* Note: Members in Administration get one (1) vote on motions and are unable to vote in Board elections

16.13 STATEMENT OF INVESTMENTS & BANK BALANCES

Author: Business Manager Finance & Customer Service
 Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Statement of Investments & Bank Balances  

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION
 That the report on the Statement of Investments and Bank Balances be noted.

BACKGROUND

To report on the Investment Performance and Bank Balances as at 1 August 2023.

REPORT

1. Monthly Investment Performance Indicators

Attached are the Investment Performance Indicators which compares Council’s portfolio against the Investment Policies Term Mix and Benchmark Interest Rates Performance indicators. Also attached is Council’s Investment Portfolio. Please note all interest rates and market values quoted in the Investment Portfolio Attachment are based on the latest available data.

Please note there is now one area where Council’s portfolio is outside of policy:

Benchmark Interest Rate Performance – with the recent and ongoing increases to the official cash rate, the 90-day BBSW has also increased significantly. There only 2 investments coming in under the benchmark of the 12 month average 90 day BBSW rate which are 2 2 year Term Deposits maturing early in 2024. The weighted average interest rate of our current portfolio is 3.99% which is well above the current benchmark of 3.20%

2. Statement of Investments and Bank Balances

The amount of investments and bank balances reported to Council as at the end of May 2023 was \$130,513,152 meaning that this month’s balance of \$125,307,698 equates to a decrease of \$5,205,454 in investments and cash held.

The following table outlines the reasons for this increase.

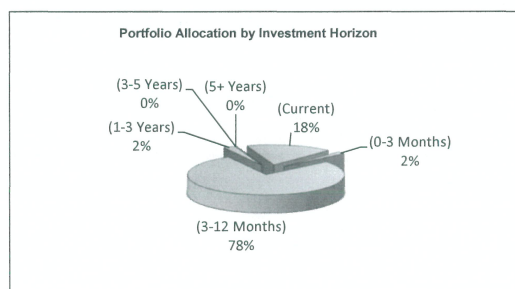
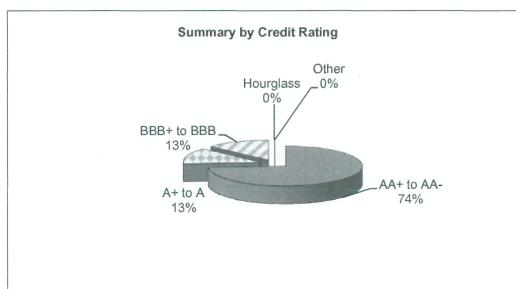
Receipts		
Rates & Water Receipts	3,366,828	
Financial Assistance Grant	0	
Sundry Debtors	699,122	
Grants & Contributions Received	20,864	
Loan borrowing received	0	
Other Income (including interest)	2,706,770	
Total Receipts		6,793,584
Payments		
Salaries and Wages	2,362,753	
Payments to Creditors	9,636,285	
Total Payments		11,999,038
Increase/(Decrease) in Cash & Investments		-5,205,454

Performance Indicators - Investments and Interest Earned - As at 1 August 2023

Diversification & Credit Risk							
Rating	Long Term Ratings	Short Term Rating	Long Term	Short Term	Total	Total %	Max
Scale	(Standard & Poors)	(Standard & Poors)	Actual	Actual	Actual	Actual	
1	AA+ to AA-	A1+	0	91,010,682	91,010,682	73.69%	100%
2	A+ to A	A1	0	16,000,000	16,000,000	12.95%	100%
3	BBB+ to BBB	A2	0	16,500,000	16,500,000	13.36%	30%
4	Hourglass		0	0	0	0.00%	0%
5	Other		0	0	0	0.00%	5%
			0	123,510,682	123,510,682	100.00%	
1	Within Policy Guidelines						
2	Within Policy Guidelines						
3	Within Policy Guidelines						
4	Within Policy Guidelines						
5	Within Policy Guidelines						

Portfolio - Term Mix					
		Actual	Actual %	Maximum	
A	At Call	(Current)	22,010,681.87	17.82%	100.00%
B	Working Capital	(0-3 Months)	2,000,000.00	1.62%	90.00%
C	Short Term	(3-12 Months)	96,500,000.00	78.13%	80.00%
D	Medium Term	(1-3 Years)	3,000,000.00	2.43%	30.00%
E	Medium To Long Term	(3-5 Years)	-	0.00%	30.00%
F	Long Term	(5+ Years)	-	0.00%	0.00%
			123,510,682		
A	Within Policy Guidelines				
B	Within Policy Guidelines				
C	Within Policy Guidelines				
D	Within Policy Guidelines				
E	Within Policy Guidelines				
F	Within Policy Guidelines				

Benchmark Interest Rates Performance				
1	Benchmark Rate - Average for 2022/23			
	Benchmark Rate -Average for 2022/2023		3.1968%	
	Portfolio Over Benchmark	66,477,500	65.50%	
	Portfolio under Benchmark	35,022,500	34.50%	
	Total	101,500,000		
	Excludes At Call	22,010,682		
	Total including At Call	123,510,682		
2	Average Benchmark Rate for Financial Year			
	Benchmark - 90 Day BBSW Average for July 2023	4.3064%		
	Benchmark - 90 Day BBSW Average for August 2022	1.8945%		
	Benchmark - 90 Day BBSW Average for September 2022	2.7672%		
	Benchmark - 90 Day BBSW Average for October 2022	2.9704%		
	Benchmark - 90 Day BBSW Average for November 2022	3.6670%		
	Benchmark - 90 Day BBSW Average for December 2022	3.1604%		
	Benchmark - 90 Day BBSW Average for January 2022	3.3161%		
	Benchmark - 90 Day BBSW Average for February 2022	3.4591%		
	Benchmark - 90 Day BBSW Average for March 2022	3.6643%		
	Benchmark - 90 Day BBSW Average for April 2022	3.6672%		
	Benchmark - 90 Day BBSW Average for May 2022	3.8897%		
	Benchmark - 90 Day BBSW Average for June 2022	1.5993%		
	Average Benchmark Rate for Financial Year to Date		3.1968%	



Statement of Investment and Bank Balances as at 1 August 2023

Description	Maturity Date	Investment Type	Rating	Current Interest Rate	Amount Invested
Comm Bank - Cash Management Account		AC	A1+	0.10%	22,010,682
National Australia Bank 732 Day Term Deposit - Curve Rolled From Inv0790	26/02/2024	TD	A1+	1.70%	4,000,000
ING Bank Australia 733 Day TD - Curve	19/03/2024	TD	A1	2.02%	2,000,000
ING Bank of Australia 365 Day TD - Curve	28/09/2023	TD	A1	4.55%	2,000,000
National Australia Bank 365 Day TD - Curve	16/11/2023	TD	A1+	4.28%	5,000,000
BankVic 365D TD - IAM	7/12/2023	TD	A2	4.60%	2,500,000
AMP 367 Day TD - Income AM	11/12/2023	TD	A2	4.35%	2,000,000
ING Bank of Australia 364 Day TD - Curve	19/01/2024	TD	A1	4.45%	1,000,000
ING Bank of Australia 365 Day TD - Curve	2/02/2024	TD	A1	4.55%	2,000,000
Defence Bank 365D TD - Curve	15/02/2024	TD	A2	5.00%	1,000,000
Commonwealth Bank of Australia 365 Day TD - CBA Rolled from 0796	16/02/2024	TD	A1+	4.90%	10,000,000
ING Bank Australia 365 Day TD - IAM Rolled from INV0797	22/02/2024	TD	A1	4.95%	2,000,000
ING Bank of Australia 364 Day TD - Curve	1/03/2024	TD	A1	4.98%	1,000,000
Commonwealth Bank of Australia 365D TD	6/03/2024	TD	A1+	4.82%	10,000,000
AMP 365D TD - Curve	15/03/2024	TD	A2	4.75%	3,000,000
ING Bank of Australia 365 Day TD - Curve	28/03/2024	TD	A1	4.70%	3,000,000
BankVic 365D TD - Curve	18/04/2024	TD	A2	4.80%	3,000,000
ING Bank of Australia 365 Day TD - Curve	17/05/2024	TD	A1	4.93%	3,000,000
Commonwealth Bank of Australia 3654 Day TD - CBA	7/06/2024	TD	A1+	5.40%	15,000,000
NAB 365 Day TD - NAB 9295 1144	3/06/2024	TD	A1+	5.00%	10,000,000
Bank of Queensland 364 Day TD - Curve	21/06/2024	TD	A2	5.55%	2,000,000
Westpac 365 Day TD	27/06/2024	TD	A1+	5.38%	5,000,000
Commonwealth Bank of Australia 365 Day TD - CBA	28/06/2024	TD	A1+	5.45%	10,000,000
Heritage and People Choice 365 Day TD - Curve	24/07/2024	TD	A2	5.65%	3,000,000
Total Investments Held					\$ 123,510,682
Total Investments Held					\$ 123,510,682
Balance as per Passbook-Commonwealth Bank				1,296,651.83	
Add: Outstanding deposits				109,196.95	
Less: Unpresented cheques				1,771.09	
Balance as per Cash Book-Commonwealth Bank					1,404,077.69

Add- Trust Fund	392,938.95
Total Cash & Investments @ 1/08/2023	125,307,698.51

16.14 MONTHLY FINANCIAL REPORT

Author: Business Manager Finance & Customer Service

Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Monthly Financial Report [↓](#) 

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION

That the report by the Director Corporate & Community Services on the Monthly Financial Report be received.

BACKGROUND

To provide details on Council’s actual income and expenditure compared to the estimate of Council’s income and expenditure.

This report is made in compliance with the requirements of the *Local Government (General) Regulation 2005 – Reg 202 (a)*, relating to Council's responsible accounting officer to maintain a system for budgetary control.

REPORT

The Attachment includes the Capital Expenditure Year-to-Date Reports by Directorate along with reports comparing Council’s year-to-date income and expenditure against the annual budget for each of the funds for the 2023/24 financial year.

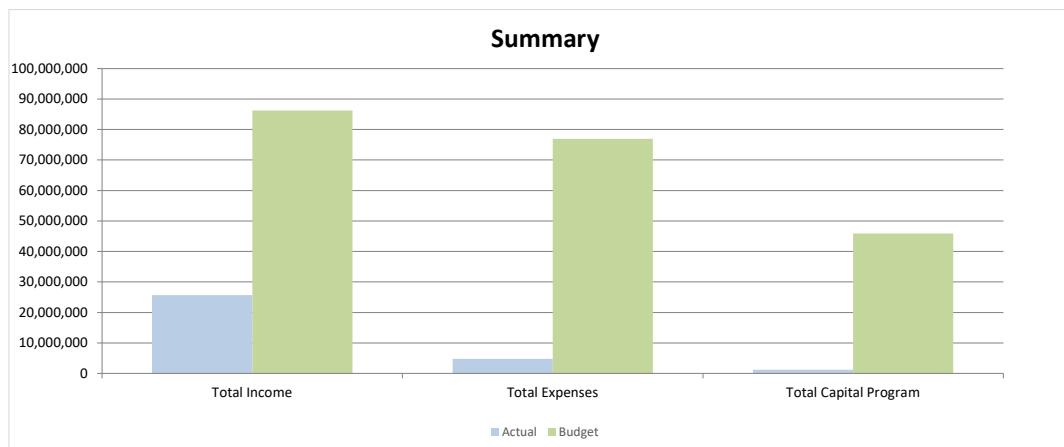
Please note that this has changed from previous reports where the year-to-date results were presented by Directorate.



Council Summary Report by Fund for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	% of Time:	
							\$ Variance	% of Budget
Income								
Rates & Annual Charges	24,061,340	24,023,783	0	0	24,023,783	24,061,340	37,557	100%
User Charges & Fees	8,931,836	911,753	0	0	911,753	8,931,836	8,020,082	10%
Interest & Investment Revenue	785,000	77,194	0	0	77,194	785,000	707,806	10%
Other Revenues	1,567,761	110,160	0	0	110,160	1,567,761	1,457,602	7%
Operating Grants & Contributions	11,878,327	7,928	0	0	7,928	11,878,327	11,870,399	0%
Internal Income	21,643,853	0	0	0	0	21,643,853	21,643,853	0%
Total Income	68,868,116	25,130,818	0	0	25,130,818	68,868,116	43,737,299	36%
Expense								
Employee costs	27,255,573	2,019,484	2,584	2,153	2,024,220	27,255,573	25,231,353	7%
Materials & Contracts	17,055,491	2,608,971	1,623,746	3,786,474	8,019,191	17,055,491	9,036,301	47%
Borrowing Costs	748,024	91,952	0	0	91,952	748,024	656,072	12%
Depreciation & Impairment	17,412,649	0	0	0	0	17,412,649	17,412,649	0%
Other Expenses	1,463,718	110,307	0	0	110,307	1,463,718	1,353,411	8%
Internal Expenses	13,010,975	0	0	0	0	13,010,975	13,010,975	0%
Total Expense	76,946,429	4,830,713	1,626,330	3,788,627	10,245,669	76,946,429	66,700,760	13%
Operating Surplus/(Deficit) before Capital	-8,078,312	20,300,105	-1,626,330	-3,788,627	14,885,149	-8,078,312	-22,963,461	-184%
Capital Income								
Capital Grants & Contributions	26,024,444	565,635	0	0	565,635	26,024,444	25,458,809	2%
Operating Surplus/(Deficit) after Capital	17,946,132	20,865,740	-1,626,330	-3,788,627	15,450,784	17,946,132	2,495,348	86%
Non Cash								
Depreciation & Impairment	17,412,649	0	0	0	0	17,412,649	17,412,649	0%
Total Non Cash	17,412,649	0	0	0	0	17,412,649	0	0%
Investing Fund Flows								
Capital Works	-45,897,278	-1,214,822	-6,190	-11,857,964	-13,078,976	-45,897,278	-32,818,302	28%
Asset Sales	640,000	0	0	0	0	640,000	640,000	0%
Total Investing Fund Flows	-45,257,278	-1,214,822	-6,190	-11,857,964	-13,078,976	-45,257,278	-32,178,302	29%
Financing Fund Flows								
Loan Principal	-1,816,872	-118,897	0	0	-118,897	-1,816,872	-1,697,975	7%
Proceeds from Borrowings	4,000,000	0	0	0	0	4,000,000	4,000,000	0%
Total Financing Fund Flows	2,183,128	-118,897	0	0	-118,897	2,183,128	2,302,025	-5%
Net Inc/(Dec) in Funds before Transfers	-7,715,370	19,532,021	-1,632,520	-15,646,591	2,252,911	-7,715,370	-9,968,281	-29%
Reserve Movements								
Transfers to Internal Reserves	191,583	0	0	0	0	191,583	191,583	0%
Transfers to Developer Contributions	-2,819,500	0	0	0	0	-2,819,500	-2,819,500	0%
Transfers to Other External Reserves	0	9,650	0	0	9,650	0	-9,650	0%
Transfers from Internal Reserves	5,119,834	0	0	0	0	5,119,834	5,119,834	0%
Transfers from Developer Contributions	2,033,321	0	0	0	0	2,033,321	2,033,321	0%
Transfers from Other External Reserves	3,287,285	0	0	0	0	3,287,285	3,287,285	0%
Total Reserve Movements	7,812,523	9,650	0	0	9,650	7,812,523	7,802,873	0%
Net Inc/(Dec) in Unrestricted Funds	97,153	19,541,671	-1,632,520	-15,646,591	2,262,561	97,153	-2,165,408	2329%



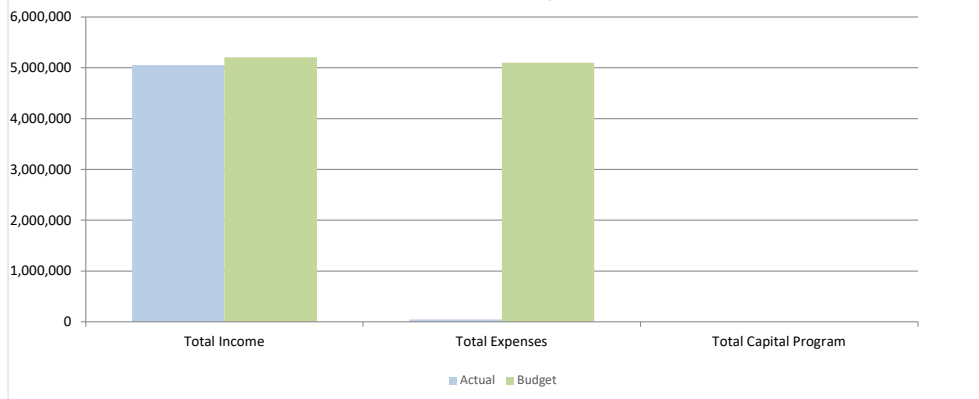


Council Summary Report by Fund for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	% of Time:	
							\$ Variance	7%
Income								
Rates & Annual Charges	5,073,679	5,050,393	0	0	5,050,393	5,073,679	23,286	100%
Interest & Investment Revenue	95,000	-1	0	0	-1	95,000	95,001	0%
Other Revenues	38,059	1,992	0	0	1,992	38,059	36,067	5%
Total Income	5,206,738	5,052,384	0	0	5,052,384	5,206,738	154,354	97%
Expense								
Employee costs	994,908	49,366	0	0	49,366	994,908	945,543	5%
Materials & Contracts	1,028,455	0	0	30,564	30,564	1,028,455	997,891	3%
Depreciation & Impairment	753	0	0	0	0	753	753	0%
Internal Expenses	3,073,656	0	0	0	0	3,073,656	3,073,656	0%
Total Expense	5,097,772	49,366	0	30,564	79,930	5,097,772	5,017,842	2%
Operating Surplus/(Deficit) before Capita	108,966	5,003,019	0	-30,564	4,972,455	108,966	-4,863,488	4563%
Capital Income								
Operating Surplus/(Deficit) after Capita	108,966	5,003,019	0	-30,564	4,972,455	108,966	-4,863,488	4563%
Non Cash								
Depreciation & Impairment	753	0	0	0	0	753	753	0%
Total Non Cash	753	0	0	0	0	753	0	0%
Investing Fund Flows								
Capital Works	0	0	0	0	0	0	0	0%
Asset Sales	0	0	0	0	0	0	0	0%
Total Investing Fund Flows	0	0	0	0	0	0	0	0%
Financing Fund Flows								
Total Financing Fund Flows	0	0	0	0	0	0	0	0%
Net Inc/(Dec) in Funds before Transfers	109,719	5,003,019	0	-30,564	4,972,455	109,719	-4,862,735	4532%
Reserve Movements								
Transfers from Other External Reserves	75,000	0	0	0	0	75,000	75,000	0%
Total Reserve Movements	75,000	0	0	0	0	75,000	75,000	0%
Net Inc/(Dec) in Unrestricted Funds	184,719	5,003,019	0	-30,564	4,972,455	184,719	-4,787,735	2692%

Summary

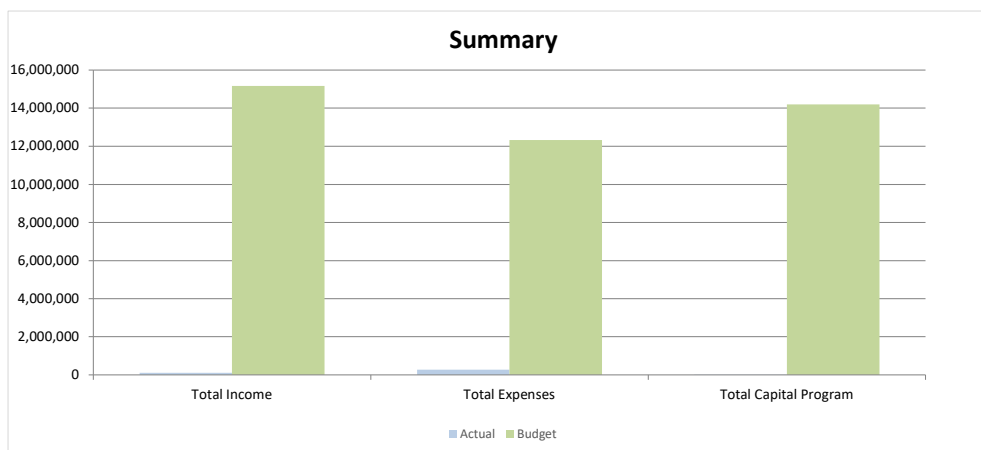




Council Summary Report by Fund for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	% of Time:	
							\$ Variance	% of Budget
Income								7%
Rates & Annual Charges	2,891,921	-22	0	0	-22	2,891,921	2,891,943	0%
User Charges & Fees	8,168,463	21,347	0	0	21,347	8,168,463	8,147,116	0%
Interest & Investment Revenue	965,000	0	0	0	0	965,000	965,000	0%
Other Revenues	107,827	3,268	0	0	3,268	107,827	104,559	3%
Operating Grants & Contributions	45,240	0	0	0	0	45,240	45,240	0%
Total Income	12,178,451	24,593	0	0	24,593	12,178,451	12,153,858	0%
Expense								
Employee costs	2,056,578	193,393	0	0	193,393	2,056,578	1,863,185	9%
Materials & Contracts	3,815,960	19,755	0	452,443	472,199	3,815,960	3,343,761	12%
Borrowing Costs	762,226	57,494	0	0	57,494	762,226	704,732	8%
Depreciation & Impairment	2,993,171	0	0	0	0	2,993,171	2,993,171	0%
Internal Expenses	2,698,408	0	0	0	0	2,698,408	2,698,408	0%
Total Expense	12,326,343	270,643	0	452,443	723,086	12,326,343	11,603,257	6%
Operating Surplus/(Deficit) before Capi	-147,892	-246,050	0	-452,443	-698,493	-147,892	550,601	472%
Capital Income								
Capital Grants & Contributions	684,050	90,825	0	0	90,825	684,050	593,225	13%
Operating Surplus/(Deficit) after Capite	536,158	-155,225	0	-452,443	-607,668	536,158	1,143,826	-113%
Non Cash								
Depreciation & Impairment	2,993,171	0	0	0	0	2,993,171	2,993,171	0%
Total Non Cash	2,993,171	0	0	0	0	2,993,171	0	0%
Investing Fund Flows								
Capital Works	-14,194,786	-13,506	0	-275,738	-289,244	-14,194,786	-13,905,542	2%
Asset Sales	0	0	0	0	0	0	0	0%
Total Investing Fund Flows	-14,194,786	-13,506	0	-275,738	-289,244	-14,194,786	-13,905,542	2%
Financing Fund Flows								
Loan Principal	-432,227	-44,206	0	0	-44,206	-432,227	-388,021	10%
Total Financing Fund Flows	-432,227	-44,206	0	0	-44,206	-432,227	-388,021	10%
Net Inc/(Dec) in Funds before Transfers	-11,097,684	-212,936	0	-728,182	-941,118	-11,097,684	-10,156,566	8%
Reserve Movements								
Transfers to Developer Contributions	-402,000	0	0	0	0	-402,000	-402,000	0%
Transfers from Internal Reserves	260,000	0	0	0	0	260,000	260,000	0%
Transfers from Developer Contributions	2,201,365	0	0	0	0	2,201,365	2,201,365	0%
Transfers from Other External Reserves	7,847,656	0	0	0	0	7,847,656	7,847,656	0%
Total Reserve Movements	9,907,021	0	0	0	0	9,907,021	9,907,021	0%
Net Inc/(Dec) in Unrestricted Funds	-1,190,663	-212,936	0	-728,182	-941,118	-1,190,663	-249,545	79%

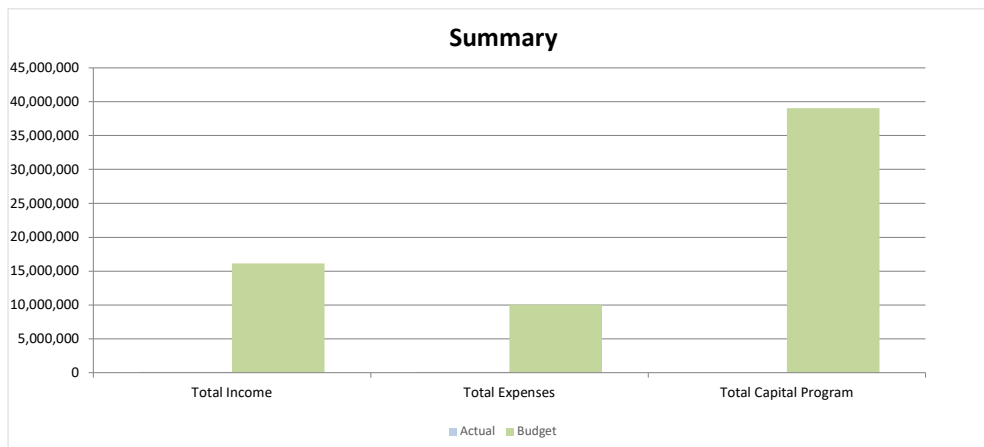




Council Summary Report by Fund for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	% of Time:	
							\$ Variance	% of Budget
Income								
Rates & Annual Charges	10,614,022	-22	0	0	-22	10,614,022	10,614,044	0%
User Charges & Fees	2,105,167	434	0	0	434	2,105,167	2,104,733	0%
Interest & Investment Revenue	1,120,000	0	0	0	0	1,120,000	1,120,000	0%
Other Revenues	14,742	1,067	0	0	1,067	14,742	13,675	7%
Total Income	13,853,931	1,479	0	0	1,479	13,853,931	13,852,452	0%
Expense								
Employee costs	2,091,595	96,901	0	0	96,901	2,091,595	1,994,694	5%
Materials & Contracts	3,454,735	10,024	0	800,478	810,503	3,454,735	2,644,232	23%
Borrowing Costs	84,157	29,514	0	0	29,514	84,157	54,643	35%
Depreciation & Impairment	2,274,422	0	0	0	0	2,274,422	2,274,422	0%
Internal Expenses	2,107,993	0	0	0	0	2,107,993	2,107,993	0%
Total Expense	10,012,902	136,439	0	800,478	936,917	10,012,902	9,075,985	9%
Operating Surplus/(Deficit) before Capita	3,841,029	-134,959	0	-800,478	-935,438	3,841,029	4,776,467	-24%
Capital Income								
Capital Grants & Contributions	12,965,452	133,438	0	0	133,438	12,965,452	12,832,014	1%
Operating Surplus/(Deficit) after Capita	16,806,481	-1,521	0	-800,478	-801,999	16,806,481	17,608,480	-5%
Non Cash								
Depreciation & Impairment	2,274,422	0	0	0	0	2,274,422	2,274,422	0%
Total Non Cash	2,274,422	0	0	0	0	2,274,422	0	0%
Investing Fund Flows								
Capital Works	-39,062,795	0	0	-1,279,047	-1,279,047	-39,062,795	-37,783,748	3%
Asset Sales	0	0	0	0	0	0	0	0%
Total Investing Fund Flows	-39,062,795	0	0	-1,279,047	-1,279,047	-39,062,795	-37,783,748	3%
Financing Fund Flows								
Loan Principal	-33,609	-22,692	0	0	-22,692	-33,609	-10,917	68%
Total Financing Fund Flows	-33,609	-22,692	0	0	-22,692	-33,609	-10,917	68%
Net Inc/(Dec) in Funds before Transfers	-20,015,501	-24,213	0	-2,079,525	-2,103,738	-20,015,501	-17,911,763	11%
Reserve Movements								
Transfers to Developer Contributions	-530,000	0	0	0	0	-530,000	-530,000	0%
Transfers from Developer Contributions	3,428,152	0	0	0	0	3,428,152	3,428,152	0%
Transfers from Other External Reserves	32,968,265	0	0	0	0	32,968,265	32,968,265	0%
Total Reserve Movements	35,866,417	0	0	0	0	35,866,417	35,866,417	0%
Net Inc/(Dec) in Unrestricted Funds	15,850,916	-24,213	0	-2,079,525	-2,103,738	15,850,916	17,954,654	-13%

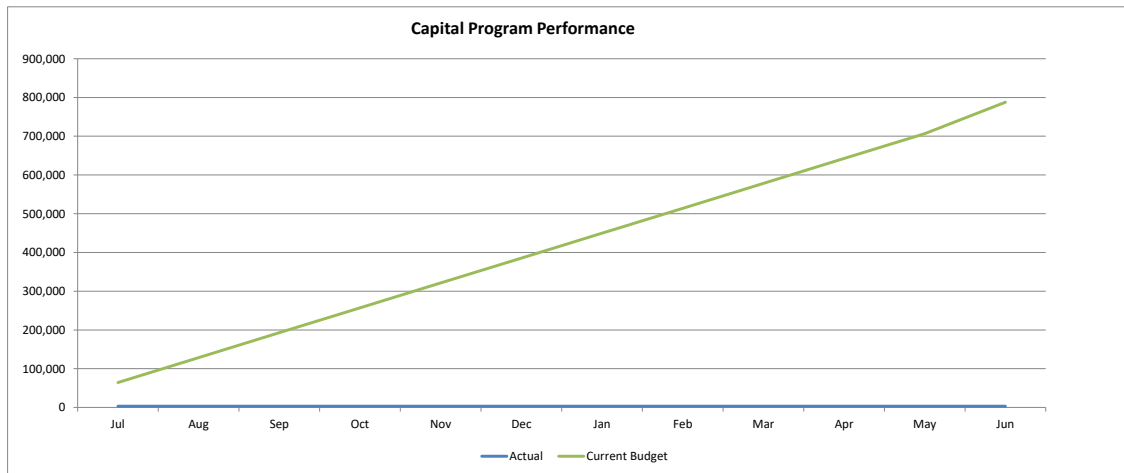




Corporate and Community Services Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	\$ Variance	% of Time: 8%		Status	Comments
									% of Budget			
140 - Innovation & Technology												
IT Renewal Assets	Renewal 100%	420,000	0	0	2,374	2,374	420,000	417,626		1%	On time, on budget	
Contingency	Renewal 0%	50,000	0	0	0	0	50,000	50,000		0%	Not due to commence	
56 Clinton St IT Upgrade	Renewal 100%	71,000	0	0	0	0	71,000	71,000		0%	Not due to commence	
		541,000	0	0	2,374	2,374	541,000	538,626		0%		
180 - Marketing & Culture												
VIC Replacement Assets	Renewal 100%	30,000	0	0	0	0	30,000	30,000		0%	Not due to commence	
Book Resources Gbn Library	Renewal 100%	125,000	3,487	0	117,111	120,598	125,000	4,402		96%	On time, on budget	
Art Gallery Acquisitions	Renewal 0%	10,000	0	0	0	0	10,000	10,000		0%	Not due to commence	
Public Art and Street Art	Renewal 0%	25,000	0	0	0	0	25,000	25,000		0%	Not due to commence	
Art Gallery - P&E Renewal	Renewal 100%	9,000	0	0	0	0	9,000	9,000		0%	Not due to commence	
Museum Capital Works - Renewal	Renewal 100%	15,000	0	0	0	0	15,000	15,000		0%	Not due to commence	
Collection Conservation/Framing	Renewal 0%	5,000	322	0	0	322	5,000	4,678		6%	On time, on budget	
GRAG - New Gallery Development	Renewal 0%	106,956	0	0	97,887	97,887	106,956	9,069		92%	On time, on budget	
St Clair Villa - Stage 2 Rising Damp	Renewal 100%	294,686	0	0	0	0	294,686	294,686		0%	Not due to commence	
		620,642	3,809	0	214,998	218,807	620,642	401,835		35%		
270 - Property & Community Services												
GPAC Capital Upgrades/Plant & Equipment	Renewal 0%	20,000	929	0	10,127	11,057	20,000	8,943		55%	On time, on budget	
		20,000	929	0	10,127	11,057	20,000	8,943		55%		
Total Capital Program		1,181,642	4,738	0	227,500	232,238	1,181,642	949,404		0%		

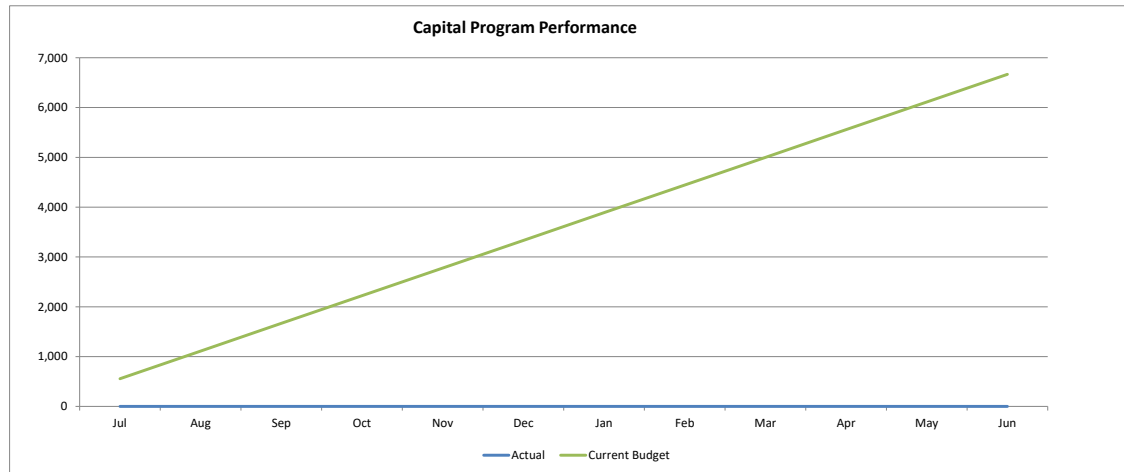




Planning & Environment Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	\$ Variance	% of Time:		Status	Comments
									% of Budget	% of Budget		
190 - Environment & Health										7%		
CAF Renewal Assets	Renewal 100%	10,000	0	0	0	0	10,000	10,000		0%	Not commenced	
		10,000	0	0	0	0	10,000	10,000		0%		
Total Capital Program		10,000	0	0	0	0	10,000	10,000		1%		





Utilities Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

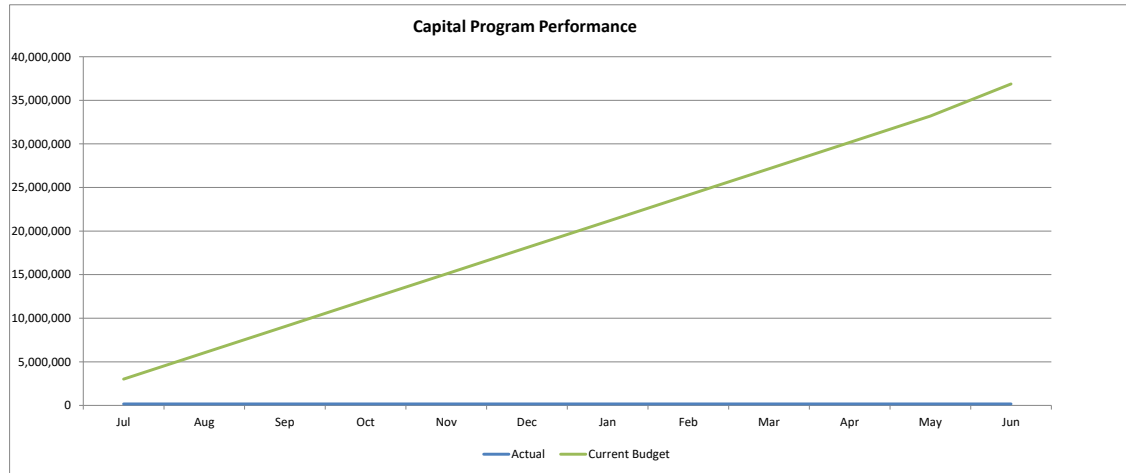
Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	\$ Variance	% of Time:		Status	Comments
									% of Budget	9%		
240 - Waste Management												
Environmental Improvement Works Goulburn	Renewal 100%	145,000	0	0	21,350	21,350	145,000	123,650	15%		On time, on budget	
Environmental Improvement Works Marulan	Renewal 100%	5,000	0	0	0	0	5,000	5,000	0%		On time, on budget	
Replacement Bins & Lifters	Renewal 100%	30,000	0	0	0	0	30,000	30,000	0%		On time, on budget	
Goulburn WMC Drilling Mud Facilities	Renewal 0%	1,830,595	0	0	0	0	1,830,595	1,830,595	0%		Not commenced	
Goulburn WMC Improvements - New	Renewal 0%	0	237,050	0	1,921,012	2,158,062	0	-2,158,062	0%		Quarterly review, carryover required	Carryover required from 22/23, Budget review underway
Commercial Waste Tubs - Renew	Renewal 100%	35,000	0	0	0	0	35,000	35,000	0%		On time, on budget	
Commercial Waste Tubs - New	Renewal 0%	5,000	0	0	0	0	5,000	5,000	0%		On time, on budget	
Tarago WMC Improvements	Renewal 100%	5,000	0	0	0	0	5,000	5,000	0%		Not commenced	
		2,055,595	237,050	0	1,942,362	2,179,412	2,055,595	-123,817	106%			
250 - Water Services												
Goulburn WTP Raw Water Augmentation	Renewal 0%	5,627,130	0	0	69,783	69,783	5,627,130	5,557,347	1%		On time, on budget	Carryover required from 22/23
Goulburn Reticulation Renewal	Renewal 100%	1,000,000	0	0	0	0	1,000,000	1,000,000	0%		Not commenced	
Water Connections - Private Works	Renewal 100%	235,000	6,564	0	909	7,473	235,000	227,527	3%		On time, on budget	
Water Meter Replacement	Renewal 100%	60,000	6,942	0	0	6,942	60,000	53,058	12%		On time, on budget	
Marulan WTP Renewal	Renewal 100%	5,247,656	0	0	200,258	200,258	5,247,656	5,047,398	4%		On time, on budget	Carryover required from 22/23
Bradfordville Main Relocation	Renewal 100%	1,000,000	0	0	0	0	1,000,000	1,000,000	0%		Not commenced	
Lab Equipment Renewal	Renewal 100%	20,000	0	0	3,317	3,317	20,000	16,683	17%		On time, on budget	
Asset Renewals - Goulburn Water Treatment Plant	Renewal 100%	130,000	0	0	0	0	130,000	130,000	0%		On time, on budget	
Asset Renewals - Marulan Water Treatment Plant	Renewal 100%	10,000	0	0	0	0	10,000	10,000	0%		On time, on budget	
Goulburn WTP Clarifiers Rehabilitation	Renewal 100%	350,000	0	0	0	0	350,000	350,000	0%		On time, on budget	
Rossi - Sooley Pipeline Valves	Renewal 100%	385,000	0	0	0	0	385,000	385,000	0%		Not commenced	
Treated Water Chlorine Analysis	Renewal 0%	100,000	0	0	0	0	100,000	100,000	0%		On time, on budget	
Water Distribution Plant & Equipment	Renewal 0%	30,000	0	0	1,471	1,471	30,000	28,529	5%		On time, on budget	
		14,194,786	13,506	0	275,738	289,244	14,194,786	13,905,542	2%			
260 - Waste Water Services												
Marulan Pump Station Improvements	Renewal 100%	937,446	0	0	624,462	624,462	937,446	312,984	67%		On time, on budget	
Goulburn Mains Rehabilitation	Renewal 100%	1,000,000	0	0	0	0	1,000,000	1,000,000	0%		On time, on budget	
Sewer Connections - Private Works	Renewal 100%	90,000	0	0	909	909	90,000	89,091	1%		On time, on budget	
Marulan WWTP - Renewal	Renewal 100%	16,954,147	0	0	71,328	71,328	16,954,147	16,882,819	0%		On time, on budget	
STWRIS Stage 2 Reuse Irrigation Scheme (G)	Renewal 0%	0	0	0	142,965	142,965	0	-142,965	0%		On time, on budget	Carryover required from 22/23
Nth Gbn PS Rising Main-Capacity & Storage	Renewal 100%	200,000	0	0	0	0	200,000	200,000	0%		Not commenced	
SN Growing Local Economies Common St (G)	Renewal 0%	0	0	0	288,699	288,699	0	-288,699	0%		On time, on budget	Carryover required from 22/23
Rec Area Sewer Pump Station Construction	Renewal 100%	0	0	0	17,595	17,595	0	-17,595	0%		On time, on budget	Carryover required from 22/23
Sewer Distribution Plant & Equipment	Renewal 0%	10,000	0	0	0	0	10,000	10,000	0%		On time, on budget	
May St SPS Upgrade	Renewal 100%	700,000	0	0	0	0	700,000	700,000	0%		On time, on budget	
Min CED Decommission Project	Renewal 100%	3,000,000	0	0	0	0	3,000,000	3,000,000	0%		Not commenced	
WWTP Lab Equipment	Renewal 100%	20,000	0	0	0	0	20,000	20,000	0%		On time, on budget	
Dewatering Processing Equipment Goulburn	Renewal 0%	690,000	0	0	0	0	690,000	690,000	0%		On time, on budget	
Asset Renewals - Goulburn Sewer Pump Stations	Renewal 100%	25,000	0	0	0	0	25,000	25,000	0%		On time, on budget	
Asset Renewals - Marulan Sewer Pump Stations	Renewal 100%	20,000	0	0	0	0	20,000	20,000	0%		On time, on budget	
Asset Renewals - Goulburn Waste Water Treatment Plant	Renewal 100%	125,000	0	0	0	0	125,000	125,000	0%		On time, on budget	
Asset Renewals - Marulan Waste Water Treatment Plant	Renewal 100%	25,000	0	0	0	0	25,000	25,000	0%		On time, on budget	
The Avenue Repair Works	Renewal 0%	450,502	0	0	0	0	450,502	450,502	0%		On time, on budget	
Goulburn WWTP Extension	Renewal 0%	14,815,700	0	0	133,089	133,089	14,815,700	14,682,611	1%		On time, on budget	
		39,062,795	0	0	1,279,047	1,279,047	39,062,795	37,783,748	3%			
Total Capital Program		55,313,176	250,556	0	3,497,147	3,747,703	55,313,176	51,565,473	0%			



Utilities Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	% of Time:		Status	Comments
								\$ Variance	% of Budget		
									9%		





Operations Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	\$ Variance	% of Time:		Status	Comments
									% of Budget	9%		
200 - Projects												
18-22 North Gbn Employment Precinct and Roundabout1	Renewal 0%	4,462,971	560,122	0	4,008,307	4,568,429	4,462,971	-105,458	102%		Late, expected to be overspent	Delays with electrical substation
Hockey Redevelopment - New Amenities (G)	Renewal 0%	400,000	194,829	0	423,417	618,247	400,000	-218,247	155%		Quarterly review, carryover required	Council resolution for additional funds to complete fullscope of works
Hockey Redevelopment - Existing Amenities Refurb (G)	Renewal 100%	200,000	39,633	0	179,033	218,666	200,000	-18,666	109%		Quarterly review, carryover required	Council resolution for additional funds to complete fullscope of works
Wollondilly Walking Track - Cemetery St (G)	Renewal 0%	650,000	0	0	567,558	567,558	650,000	82,442	87%		On time, on budget	Finalising river crossing
RHL Mogo Road - Hi Quality S94	Renewal 100%	0	0	0	356,000	356,000	0	-356,000	0%		Quarterly review, carryover required	Finalising grant fund reporting
Upgrade Zebra Crossing - Fitzroy St (G)	Renewal 0%	0	2,140	0	0	2,140	0	-2,140	0%		Completed	Finalising grant fund reporting
Bradfordville School Footpaths (G)	Renewal 0%	0	2,675	0	0	2,675	0	-2,675	0%		Completed	Finalising grant fund reporting
Kinghorne/Albert Roundabout - Blackspot (G)	Renewal 50%	520,339	2,976	0	506,905	509,880	520,339	10,459	98%		On time, on budget	Construction expected to start end of August
Deccan Street Rehabilitation - FLR (G)	Renewal 100%	329,818	2,976	0	0	2,976	329,818	326,842	1%		Quarterly review, carryover required	Grant funding to come into budget, work expected to commence Q2
BLER - Tallong Village Project - Capital	Renewal 0%	0	310	0	0	310	0	-310	0%		Quarterly review, carryover required	Expected completion Q2
BLER - Tarago Village Projects - Capital	Renewal 0%	0	587	0	0	587	0	-587	0%		Quarterly review, carryover required	Expected completion Q2
Mayfield Road Bridge Replacement	Renewal 100%	2,138,000	241	0	3,585	3,826	2,138,000	2,134,174	0%		On time, on budget	In design phase with Assets
North Park Pavillion - LRCI/RSFF (G)	Renewal 0%	0	1,808	0	63,866	65,674	0	-65,674	0%		Completed	Finalising grant fund reporting
Carr Confoy Netball Court Resurfacing - SCCF (G)	Renewal 100%	699,998	3,103	0	0	3,103	699,998	696,895	0%		On time, on budget	Procurement stage
Bradley Street Drainage Upgrade Works	Renewal 100%	1,240,000	0	0	597,674	597,674	1,240,000	642,326	48%		On time, on budget	Due for completion Q2
Bourke St Wombat Crossing (G)	Renewal 0%	0	24,269	0	3,213	27,482	0	-27,482	0%		Completed	Finalising grant fund reporting
BMX Track Upgrade	Renewal 100%	0	241	0	113,453	113,693	0	-113,693	0%		Completed	Grant money to come into budget, finalising funding deed
Carr Confoy Pavillion (G)	Renewal 50%	7,350,854	7,014	0	71,989	79,003	7,350,854	7,271,851	1%		On time, on budget	Finalising procurement documents
21-22 Jerrara-Oallen Ford Road Rehabilitation	Renewal 100%	0	0	0	35,357	35,357	0	-35,357	0%		Quarterly review, carryover required	
Streets as shared spaces	Renewal 0%	0	4,540	0	0	4,540	0	-4,540	0%		Completed	Finalising grant fund reporting
Riverside Park Pump Track Project	Renewal 0%	0	979	0	39,205	40,184	0	-40,184	0%		Completed	Grant money to come into budget, finalising funding deed
GMC Emergency Operations Centre	Renewal 0%	489,320	9,438	0	43,013	52,451	489,320	436,869	11%		On time, on budget	Procurement stage
Riverside Park Amenities & Park Infrastructure	Renewal 100%	139,575	0	0	30,552	139,575	109,023	109,023	22%		On time, on budget	
Carr Confoy Netball Courts Lighting Upgrade	Renewal 100%	286,800	0	0	0	0	286,800	286,800	0%		On time, on budget	Procurement stage
22/23 Marulan Soccer Fields Lighting/Drainage Upgrade	Renewal 100%	423,852	1,505	0	0	1,505	423,852	422,347	0%		On time, on budget	Procurement stage
22/23 Eastgrove Shared Pathway	Renewal 100%	2,015,000	241	0	0	241	2,015,000	2,014,759	0%		On time, on budget	In design phase with Assets
22/23 Prell Oval Amenities Block	Renewal 100%	219,776	570	0	0	570	219,776	219,206	0%		On time, on budget	Procurement stage
South Goulburn Shared Pathway	Renewal 80%	2,756,900	0	0	0	0	2,756,900	2,756,900	0%		On time, on budget	In design phase with Assets
Range Rd Causeway	Renewal 100%	636,714	0	0	0	0	636,714	636,714	0%		On time, on budget	In design phase with Assets
23/24 Range Rd Causeway Replacement	Renewal 100%	0	0	0	22,273	22,273	0	-22,273	0%		Completed	Duplication of project codes (190454)
Future Grant Funded Projects - Project Management	Renewal 0%	1,000,000	0	0	0	0	1,000,000	1,000,000	0%		Not due to commence	
Tarago Village Projects (Veolia Host Fee)	Renewal 100%	150,000	0	0	0	0	150,000	150,000	0%		Not due to commence	
		26,109,917	860,198	0	7,065,398	7,925,596	26,109,917	18,184,321	30%			
210 - Operations												
Gravel Resheeting	Renewal 100%	500,000	91,479	0	73,628	165,106	500,000	334,894	33%		Quarterly review, carryover required	Fund from last financial year to be carried over
Guardrails - Sealed Rural - Local	Renewal 100%	160,000	0	0	0	0	160,000	160,000	0%		Quarterly review, carryover required	
RHL Collector Rd - Veolia Sec94	Renewal 100%	300,000	0	0	15,463	15,463	300,000	284,537	5%		Completed	
Rural Resealing	Renewal 100%	157,584	884	0	294,077	294,962	157,584	-137,377	187%		Quarterly review, carryover required	
Urban Resealing	Renewal 100%	430,000	0	0	44,057	44,057	430,000	385,943	10%		Quarterly review, carryover required	
St Lighting and Traffic facilities	Renewal 0%	25,000	0	0	0	0	25,000	25,000	0%		Not due to commence	
Light Fleet Replacements	Renewal 0%	720,626	0	0	349,441	349,441	720,626	371,185	48%		On time, on budget	
Minor Plant Replacements	Renewal 0%	79,498	0	0	0	0	79,498	79,498	0%		On time, on budget	
Heavy Fleet Replacements	Renewal 0%	4,695,901	0	0	1,188,549	1,188,549	4,695,901	3,507,352	25%		On time, on budget	
Footpath Replacement	Renewal 100%	150,000	0	0	0	0	150,000	150,000	0%		Quarterly review, carryover required	Fund from last financial year to be carried over and to be allocated to Currawang Road
REGIONAL ROAD BLOCK GRANT - Future years (G)	Renewal 100%	425,000	0	0	0	0	425,000	425,000	0%		Not due to commence	
Hetherington St Depot Workshop Renewal	Renewal 100%	0	0	0	35,196	35,196	0	-35,196	0%		Quarterly review, carryover required	



Operations Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

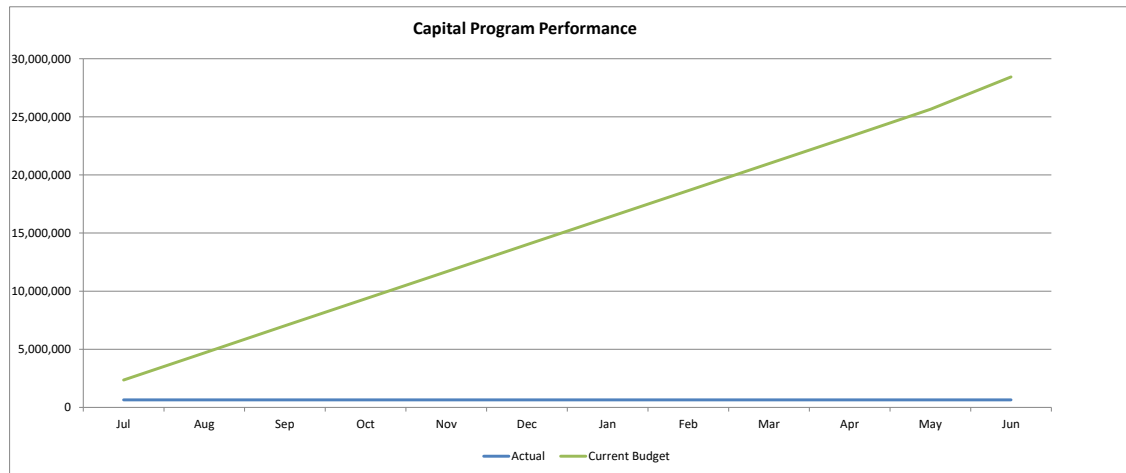
Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	\$ Variance	% of Time:		Status	Comments
									9%	% of Budget		
Bus Shelters - New	Renewal 0%	25,000	0	0	0	0	25,000	25,000	0%	0%	Not due to commence	Preparing procurement documents
Urban Road Rehabilitation	Renewal 100%	0	0	0	9,240	9,240	0	-9,240	0%	0%	Not due to commence	No project
Gravel Pit Rehab/Improvements	Renewal 50%	20,000	0	0	0	0	20,000	20,000	0%	0%	On time, on budget	Reactive project
Kerb & Gutter Replacement	Renewal 100%	150,000	0	0	0	0	150,000	150,000	0%	0%	Quarterly review, carryover required	Money from Last FY to be carried over
Windellama Road - Fixing Local Rds (G)	Renewal 90%	0	5,538	0	136,591	142,129	0	-142,129	0%	0%	On time, on budget	
Village Footpaths - LRCI3 (G)	Renewal 0%	0	1,152	0	0	1,152	0	-1,152	0%	0%	Quarterly review, carryover required	Grant funding to be brought into budget
Garroorigang Stormwater Improvements	Renewal 100%	0	2,796	0	245,242	248,038	0	-248,038	0%	0%	Quarterly review, carryover required	Fund from last financial year to be carried over
Urban Stormwater Drainage Upgrade	Renewal 50%	0	0	0	29,612	29,612	0	-29,612	0%	0%	Late, expected to be overspent	Carryover required, awaiting relation of services
Run-o-Waters Second Access	Renewal 0%	2,000,000	0	0	0	0	2,000,000	2,000,000	0%	0%	On time, on budget	Preliminary investigation stage, all progressing well
FLR Windellama Rd Rehabilitation Stage 5	Renewal 100%	4,159,500	2,994	0	13,370	16,364	4,159,500	4,143,136	0%	0%	On time, on budget	Design Investigation in progress
22/23 CBD/ South Goulburn Connection Pathway	Renewal 0%	0	241	0	0	241	0	-241	0%	0%	On time, on budget	Design Investigation in progress
Urban Road Rehabilitation - LRCI4	Renewal 100%	273,442	0	0	0	0	273,442	273,442	0%	0%	Quarterly review, carryover required	
Rural Roads Rehabilitation - LRCI4	Renewal 100%	345,000	0	0	0	0	345,000	345,000	0%	0%	Quarterly review, carryover required	
23/24 West Goulburn Freight Route-Clinton Street Upgrade	Renewal 10%	0	0	0	23,500	23,500	0	-23,500	0%	0%	On time, on budget	Design Investigation in progress
220 - Community Facilities		14,616,551	105,084	0	2,457,967	2,563,051	14,616,551	12,053,500		18%		
Outdoor/Indoor Ancillary Area Renewals	Renewal 100%	20,000	0	0	0	0	20,000	20,000	0%	0%	Not due to commence	
Plant & Equipment - Aquatic Centre	Renewal 100%	20,000	0	0	0	0	20,000	20,000	0%	0%	Not due to commence	
Recreation Area Improvements	Renewal 100%	25,000	0	0	0	0	25,000	25,000	0%	0%	Not due to commence	
Belmore Park Improvements	Renewal 100%	69,750	0	0	0	0	69,750	69,750	0%	0%	Not due to commence	Finalising procurement documents
CBD Asset Renewals	Renewal 100%	33,823	0	0	0	0	33,823	33,823	0%	0%	Not due to commence	
Memorial Gardens Beams	Renewal 0%	25,000	0	0	0	0	25,000	25,000	0%	0%	Not due to commence	
Building Asset Replacement	Renewal 100%	70,000	0	0	17,508	17,508	70,000	52,492	25%	25%	On time, underspent	
Civic Centre Furniture & Fittings	Renewal 100%	30,000	6,135	0	1,558	7,693	30,000	22,307	26%	26%	On time, on budget	
Other Parks/Reserves Replacements	Renewal 100%	20,000	0	0	0	0	20,000	20,000	0%	0%	Not due to commence	
City Wide Creek Bed Improvements	Renewal 100%	40,000	48	0	0	48	40,000	39,952	0%	0%	On time, on budget	Investigating grant opportunities
Civic Centre Renewal - Air Conditioner	Renewal 100%	140,000	0	0	0	0	140,000	140,000	0%	0%	Not due to commence	Design Investigation in progress
City Entrances	Renewal 100%	20,000	0	0	0	0	20,000	20,000	0%	0%	Not due to commence	
Active Recreation Facilities Renewal Future Years	Renewal 100%	50,000	0	0	0	0	50,000	50,000	0%	0%	Not due to commence	
Hetherington Street Depot Improvements	Renewal 100%	100,000	0	0	0	0	100,000	100,000	0%	0%	Not due to commence	
Copford Reach Improvements	Renewal 0%	200,650	483	0	74,007	74,490	200,650	126,160	37%	37%	On time, on budget	Finalising procurement documents
Cemetery Signage Upgrades	Renewal 0%	10,000	0	0	9,036	9,036	10,000	964	90%	90%	On time, on budget	Awaiting construction of signage
Marulan Pre-School Asbestos Removal	Renewal 100%	49,050	0	0	0	0	49,050	49,050	0%	0%	Not due to commence	
Bladwell Park Infrastructure Upgrade	Renewal 100%	290,300	241	0	0	241	290,300	290,059	0%	0%	Not due to commence	Finalising procurement documents
Japanese Garden Enhancement Stage 2	Renewal 50%	700,000	193	0	64,508	64,701	700,000	635,299	9%	9%	On time, expected to be overspent	Procurement stage
230 - Asset & Design		1,913,573	7,099	0	166,618	173,716	1,913,573	1,739,857		9%		
Survey Equipment	Renewal 100%	10,000	175	0	4,310	4,485	10,000	5,515	45%	45%	On time, on budget	
		10,000	175	0	4,310	4,485	10,000	5,515		45%		
Total Capital Program		42,650,041	972,555	0	9,694,293	10,666,848	42,650,041	31,983,193		0%		



Operations Capital Report by Business Unit for 2023/24
for YTD Period Ending July

Date Report Run: 27-Jul-2023

Description	Renewal %	Original Budget 24PJOB	Actual YTD	PJ Commit	Works Commit	Total Actual YTD	Current Budget 24PJOB	\$ Variance	% of Time: 9%	% of Budget	Status	Comments
-------------	-----------	---------------------------	------------	-----------	--------------	------------------	--------------------------	-------------	---------------	-------------	--------	----------



16.15 SUSTAINABILITY ADVISORY COMMITTEE MEETING MINUTES - 27 JULY 2023

Author: Director Utilities

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Sustainability Advisory Committee Meeting minutes - 27 July 2023



Link to Community Strategic Plan:	2. Our Environment EN2 Adopt environmental sustainability practices.
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION

1. That the Sustainability Advisory Committee Meeting minutes held on the 27 July 2023 be received.

BACKGROUND

Please find attached the Sustainability Advisory Committee Meeting minutes for the 27 July 2023 for your information.

No action or expenditure is required by Council at this time.

**Sustainability Advisory Committee
Minutes – 27 July 2023**

Meeting Details

Thursday, 27 July 2023 at 6pm
Council Chambers

Attendees

Cr Jason Shepherd, Roger Grice, Ray Shiel, Michael Michelmores, Sonya Reyes, Marina Hollands
Joy Stephenson – Administration.

Apologies

Cr Carol James, Danielle Marsden-Ballard, Nathan Smith, Richard Ernst

Discussion Items

- The Committee discussed the 5 Cities Power Partnership items that the group recommended and were adopted by Council. How do we get these pledges on track and where to now for the Committee.
- Council’s Sustainability Policy was discussed.
- Educating the public, developers and builders on the long-term benefits of building sustainable housing was discussed. Can Council encourage best practice when building? Can a set of guidelines be provided to builders when development commences to show benefits and options available? It was thought that knowledge on sustainability may be limited.
- Any new Council buildings to be made energy efficient to show ratepayers the benefits.
- Can Council help groups to identify available grants for sustainability. There are a range of grants available however takes a lot to apply. Occasionally industrial grants are available.
- When assessing tenders can sustainability be looked at as part of the process.
- Driving the Nation and Vehicle Charging Stations, what can we do to promote Electric Charging Stations, would be beneficial to have set up in each village, such as Tarago, Tallong and Marulan which would encourage people to come into the town as well as specific tourist sites and drives.
- A Farmers Market is being held on the 28 October 2023 from 8am – 11am.
- Council’s Adaptation Plan was discussed.
- Group discussed resilience in the community and getting groups involved such as Landcare. Does Council have a Resilience Policy, can this be added to the Sustainability Policy? Liverpool Council has a Resilience Policy.
- The Committee would like a copy of the South Goulburn Threatened Species Report prepared by Brain Faulkner that was adopted by Council.
- Lids for Kids still running in Canberra, soft plastics are a real problem. Michael to send his ideas to Joy to share with the group.

Action List

<i>No</i>	<i>Description</i>	<i>Responsible Person</i>
1	Copy of the South Goulburn Threatened Species Report be sent to the Committee	Joy
2	Council’s Sustainability Policy Review	Marina & Sonya
3	Copy of Council’s Adaptation Plan be sent to the Committee	Joy
4	Copy of the Liverpool Council Resilience Policy to be sent to the Committee	Sonya

Sustainability Advisory Committee

Meeting closed: 7.30pm

Next Meeting

Next meeting to be held on Thursday 2 November 2023

16.16 COUNCIL'S OPERATIONAL UPDATE - JULY 2023

Author: Chief Executive Officer

Authoriser: Aaron Johansson, Chief Executive Officer

- Attachments:**
1. **Operations Departmental Report July 2023** [↓](#) 
 2. **Planning & Environment Departmental Report July 2023** [↓](#) 
 3. **Corporate & Community Services Directorate Report July 2023** [↓](#) 
 4. **Utilities Departmental Report - July 2023** [↓](#) 

Link to Community Strategic Plan:	25. Our Civic Leadership CL1 Effect resourceful and respectful leadership and attentive representation of the community.
Cost to Council:	Nil
Use of Reserve Funds:	Nil

RECOMMENDATION

That the report from the Chief Executive Officer on the Council’s Operational Update for July 2023 be received and noted.

BACKGROUND

The purpose of this report is to provide a monthly update on Council’s operational activities.

REPORT

Please find attached the monthly report on Council’s operational activities for the month of July 2023.

Operations Departmental Report

July 2023



Roberts Park BMX Track



One team delivering with **P**assion **R**espect **I**nnovation **D**edication **E**xcellence

Contents

1. Operations Service Response Status 3

2. Planned Works 3

3. Community Facilities..... 4

 3.1 Operational 4

 3.2 Aquatic Centre..... 5

4. Works 6

 4.1 Maintenance Grading..... 6

 4.2 Operational Work 6

5. Capital Works..... 7

1. Operations Service Response Status

During July, we received 167 new service response requests from the community.

Operations Service Response Status – July 2023					
Work Group	Primary Group	New Requests	Completed Requests	% Completed	YTD % Completed
Community Facilities	Buildings	13	11	85%	85%
Community Facilities	Cemeteries	1	1	100%	100%
Community Facilities	Parks & Assets	36	28	78%	78%
Parks & Gardens	Parks & Assets	14	11	79%	79%
Parks & Gardens	Trees	17	14	82%	82%
Works	All	86	79	92%	92%
July 2023 Total		167	144	86%	86%

Incomplete tasks are those that were received at the end of the month and placed on maintenance scheduled.

2. Planned Works

Planned works that may impact the community in Q1 are listed below.

Planned Works – Q1		
Location	Date	Description of works
Bullamalita Road Resheeting	July 2023	Gravel Resheeting
Carrick Road Resheeting	August 2023	Gravel Resheeting
Wollogorang Road	August 2023	Gravel Resheeting
Windellama Road Painter Lane Intersection	August-September 2023	Pavement Rehabilitation works
Bradley/Mulwaree Street	August 2023	Upgrade of Stormwater – road rehabilitation works.

Dates may vary due to weather, availability of crews and any urgent works requirements.

3. Community Facilities

3.1 Operational

Rose Pruning – Winter rose pruning underway throughout council’s rose gardens.



Rose pruning Victoria Park.

Building Maintenance – Toilet upgrade top floor Civic centre



Civic Centre Toilet repairs

Cemeteries – 14 burials during July 2023. This brings the total to 93 across Council’s managed sites for the calendar year.

Cemetery	July 2023		YTD Interments	
	Body Interments	Ashes Interments	Body Interments	Ashes Interments
General	9	2	45	30
St Patrick’s	3	0	18	0
Tarago	0	0	0	0
Tallong	0	0	0	0
TOTAL	12	2	63	30

Vandalism – The following table is a summary cost of vandalism that has occurred in the LGA from July 2023. The table indicates the monthly cost to repair incurred damage, which includes materials and labour costs.

Month	Cost
July 2023	\$3,400
Rolling Annual Cost	\$3,400
Rolling Annual Average Monthly Cost	\$3,400

3.2 Aquatic Centre

The Centre continues to be busy over the winter months with learn to swim lessons resuming for the term, an increase in attendance in gym classes and patrons using the gym facility.

On Saturday 5 August the centre will be hosting NSW Swimming who will be offering a Swim League competition. This event will see local swimmers and visitors from other regional areas visiting the centre for a fun swimming event.

This month we have welcomed some new staff into our team. The new staff members will be working in our gym and instructing a variety of different fitness classes.

4. Works

4.1 Maintenance Grading

The following roads were graded in July 2023.

Maintenance Grading July 2023	
<ul style="list-style-type: none"> • Ayre Road • Barretts Lane • Pine Bark Road • Todkill Road 	<ul style="list-style-type: none"> • Inverary Road – Gravel re-sheet • Narelle Lane – first 500m • Bullamalita Road – Gravel re-sheet • Mogo Road – Crown section Gravel re-sheet

4.2 Operational Work

Completed projects

- Line marking on Windellama Road Stage 4 Section 2
- Line marking on Highland Way Rehab project
- Garroorigang Street Drainage works
- Gravel re-sheeting on Bullamalita Road and Inverary Road

Projects underway

- Investigations and procurement in Progress for 23/24 FY Capital Works Program
- Gravel re-sheeting program on Carrick Road in progress.

5. Capital Works

Capital Works Program is derived from the Goulburn Mulwaree Council Operational Plan. Additional grant projects will be included in the program as funding is made available.

Financial Performance

The delivery of the Capital Works Program is currently tracking behind the baseline budget, the year-to-date expenditure on the Program was \$973k.

Carry over projects are currently being finalised and the FY23-24 Capital Works budget are under the process of being updated.

Programs have been finalised and currently being scoped and designs underway. Carryover projects are continuing and new projects commencing.

Monthly progress graphs, tables and reforecast will be available in the next month's Departmental Report.

The information provided in the following reports provides ITD budgets and expenditure for those projects that run over financial years:

Project		Windellama Road - Fixing Local Roads Project	
Budget:	\$5,783,785		
Expenditure to date:	\$5,246,913		
Funding Partners	<ul style="list-style-type: none"> TfNSW Fixing Local Roads Roads to Recovery GMC 		
Key Dates	Construction Commenced	August 2021	
	Construction Completed	October 2023	
Project forecast to be completed within budget?	Yes		
Project forecast to be completed on time?	Yes		
Delays experienced during the month	Nil		
Issues to report	Nil		
Works Completed last month	No work carried out due to low temperature. Crew will mobilize to finish remaining section in August.		
Priorities for the next month	Mobilization of crew to construct remaining 200m section		



Guard Rail Installation- Stage 3 Works



Bitumen Sealing Works – Stage 4 Section 2

Projects	Garroorigang Street Drainage Project	
Budget:	\$270,000	
Expenditure to date:	\$36,070	
Funding Partners	GMC Reserve	
Key Dates	Construction Commenced	April 2023
	Construction Completed	July 2023
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	No	
Delays experienced during the month.	Nil	
Issues to report	Nil	
Works Completed last month	<ul style="list-style-type: none"> Relocation of Telstra service and pits. Laying of stormwater pipes and inlet pits. 	
Priorities for the next month	Project completion documents and financial closure.	

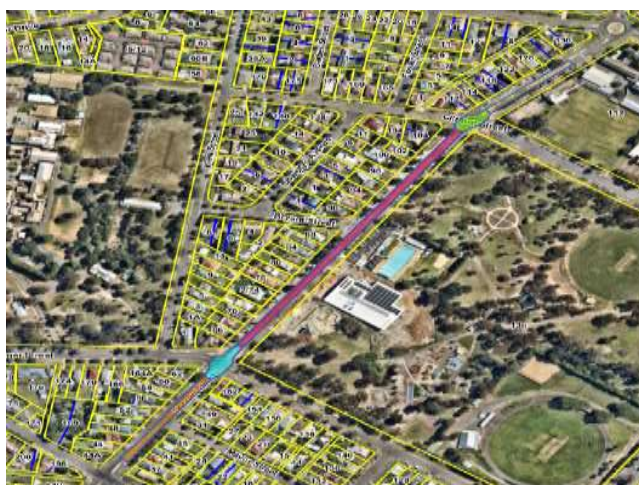


Garroorigang Street Drainage Work

Project	Light Fleet
Budget	\$720,626
Expenditure to date	Nil
Funding Partners	TBA
Key Dates	TBA
Project forecast to be completed within budget	Yes
Project forecast to be completed on time?	Yes
Delays experienced during the month	Nil
Issues to Report	Nil
Works Completed last Month	Nil
Priorities for the next month	Liaise with stakeholders scheduled for replacement within the financial year and commence obtaining quotes.

Project	Heavy Fleet
Budget	\$4,695,901
Expenditure to date	Nil
Funding Partners	TBA
Key Dates	TBA
Project forecast to be completed within budget	Yes
Project forecast to be completed on time?	Yes
Delays experienced during the month	Nil
Issues to Report	Nil
Works Completed last Month	RFQ's released for: <ul style="list-style-type: none"> • Plant # 9116 – Chipper Truck • Plant # 881/882 and 1023/1024 – Truck and Dog Combination • Plant # 80 – Heavy Patch Truck • Plant # 85 – Spray/Seal Unit
Priorities for the next month	Finalise RFQ documents for remaining HF replacements scheduled for 2023/24 FY: <ul style="list-style-type: none"> • Plant # 9071 (NEW) – Side Loader • Plant # 9072 – Side Loader • Plant # 9008 – Rear Loader

Project	Deccan Street Rehabilitation	
Budget:	\$2,089,467	
Expenditure to date:	\$144,684	
Funding Partners	<ul style="list-style-type: none"> • Fixing Local Roads Program • Local Roads and Community Infrastructure Grant 	
Key Dates	Construction Commenced	April 2022
	Construction Completed	June 2024
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	Yes	
Delays experienced during the month	Nil	
Issues to report	Nil	
Works Completed last month	Commence procurement process.	
Priorities for the next month	Tender release.	



Deccan Street - Area of work, highlighted in pink

Project	Jerrara Road – Black Spot	
Budget:	\$1,900,000	
Expenditure to date:	\$43,833	
Funding Partners	Australian Government Black Spot	
Key Dates	RFT released	TBA
	Design approved	September 2022
	Construction Commenced	TBA
	Construction Completed	TBA
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	Yes	
Delays experienced during the month	Nil	
Issues to report	Nil	
Works Completed last month	Design completed and sent to TfNSW for review.	
Priorities for the next month	Seek approval from TfNSW for design so that council can proceed with RFQ documentation and procurement	

Project	North Park Pavilion	
Budget:	\$1,582,603	
Expenditure to date	\$1,421,295	
Funding Partners	Regional Sports Facilities Fund Local Roads and Community Infrastructure Grant	
Key Dates	Deed Signed	February 2022
	Construction	August 2022 – June 2023
	Regional Sports Grant Completion	June 2023
	LRCI Grant Completion	December 2023
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	Yes	
Delays experienced during the month	Nil	
Issues to report	Nil	
Works Completed last month	<ul style="list-style-type: none"> • Shelving units ordered • Merchandise room bench ordered 	
Priorities for the next month	Essential Energy to commission electrical upgrade	



North Park Pavilion

Project	Wollondilly River Walking Track-Cemetery Street to Josephs Gate	
Budget:	\$ 2,000,000	
Expenditure to date:	\$ 1,507,251	
Funding Partners	Bushfire Local Economic Recovery Fund	
Key Dates	Commence Design	February 2021
	Complete Design	November 2021
	Handover to Projects	February 2021
	Construction Commenced	May 2021
	Construction Completed	June 2023
Project forecast to be completed within budget?	No. Request for extra funds has been sent to funding body	
Project forecast to be completed on time?	No. Extension of time request has been submitted to the funding body, requesting an extension of time until October 2023.	
Delays experienced during the month	Land acquisition delayed due to Aboriginal Land Claim.	
Issues to report	Ongoing matters to resolve land access with Crown Lands and ALC.	
Works Completed last month	<ul style="list-style-type: none"> • River crossing foundation works commenced. • Piling works for the foundation works complete 	
Priorities for the next month	<ul style="list-style-type: none"> • Land acquisition with ALC • River crossing construction to continue 	



Wollondilly River Walking Track - Piling for river crossing

Project		Hockey Centre Redevelopment	
Budget:	\$7,741,000		
Expenditure to date	\$7,409,854		
Funding Partners	Growing Local Economies		
Key Dates	Deed Signed	December 2020	
	Construction	September 2022 – March 2023	
	Grant Completion Date	June 2023	
Project forecast to be completed within budget?	No. Revised forecast costs to be assessed and submitted to Council for approval.		
Project forecast to be completed on time?	An EOT to complete the project by November 2023 was accepted by the funding body.		
Delays experienced during the month	Nil		
Issues to report	Nil		
Works Completed last month	<ul style="list-style-type: none"> External cladding to new building Wall linings to internal of new building Tiling to wet areas of existing building Door installation to existing building 		
Priorities for the next month	<ul style="list-style-type: none"> Completion of amenity upgrade Commencement of accessibility works throughout precinct. Continuation of Finlay Rd pathway 		




Hockey Centre Amenities Block

Project		Mayfield Road Bridge Replacement	
Budget:	\$2,288,000		
Expenditure to date	\$74,986		
Funding Partners	Bridges Renewal Fixing Country bridges		
Key Dates	Deed Signed	Sept 2022 & August 2022	
	Preliminary site investigations	November 2022 – March 2023	
	Design approved	June 2023 & May 2023	
	Construction Commenced	February 2024 & May 2024	
	Construction Completed	February 2025 & May 2025	
Project forecast to be completed within budget?	Yes		
Project forecast to be completed on time?	Yes		
Delays experienced during the month	Nil		
Issues to report	Nil		
Works Completed last month	<ul style="list-style-type: none"> • Ecology consultant on board to deliver REF and FFA • Project scoping in progress 		
Priorities for the next month	RFQ for designer		



Mayfield Road Bridge – currently closed to the public. Traffic diversions are in place.

Project		Emergency Operations Centre/SES and GMC Training Room	
Budget:	\$1,500,000		
Expenditure to date	\$42,216		
Funding Partners	Black Summer Bushfire Recovery Grant		
Key Dates	Deed Signed	June 2022	
	Preliminary investigation and feasibility	July 2022 – November 2022	
	Schematic Design	October 2022 – December 2022	
	Detailed Design	January 2023– April 2023	
	Procurement for Construction	May 2023 – July 2023	
	Construction	August 2023 – March 2024	
	Grant Completion	March 2024	
Project forecast to be completed within budget?	No. Current concept design completed by the SES is exceeding the original concept design submitted for the grant application. A QS report is being prepared to assess the likely costs.		
Project forecast to be completed on time?	No. Delays finalising the concept design with the SES have delayed detailed design. An EOT will be requested from the funding partner.		
Delays experienced during the month	SES are required to assess planned works against available funding deed commitment.		
Issues to report	Design has increased considerably since concept design and grant funding deed application submission. SES have advised willing to provide a large contribution to progress the project. Works will not proceed on detail design until funding agreement is reached.		
Works Completed last month	<ul style="list-style-type: none"> • SES have revised the design following feedback from Council. • SES have requested a QS to advise of preliminary costing 		
Priorities for the next month	<ul style="list-style-type: none"> • Receipt of QS cost advice. • Distribution Financial liability due to increased size and design of facility 		
 <p style="text-align: center;">EOC - Concept Design</p>			

Project	Urban Stormwater Drainage	
Budget:	\$824,240 Project awaiting additional budget allocation.	
Expenditure to date	\$1,000,997	
Key Dates	Procurement for Construction	October 2022
	Construction Commenced	January 2023
	Construction Completed	April 2023
Project forecast to be completed within budget?	No	
Project forecast to be completed on time?	No. Estimated completion by December 2023.	
Delays experienced during the month	Relocation of gas services	
Issues to report	The project will go over budget due to, <ul style="list-style-type: none"> - Design issues. - Conflict around services. - Essential energy power pole - Part of the stormwater culvert must be completed in-situ - Provide and maintain generator for nearby residence. - Additional works. Delays in relocating gas services.	
Works Completed last month	<ul style="list-style-type: none"> • Essential Energy power pole reinstated, and houses reconnected to the power grid. • Backfilling of southern end of works and installation of pedestrian path. 	
Priorities for the next month	Gas services relocation, completion of northern stormwater pit, reinstatement of grounds and fences, and installation of remaining section of footpath.	



Faithfull Street Stormwater improvements

Project	Bradley Street Stormwater Drainage	
Budget:	\$1,550,000	
Expenditure to date	\$697,481	
Key Dates	Procurement for Construction	November 2022
	Construction Commenced	May 2023
	Construction Completed	September 2023
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	No	
Delays experienced during the month	Unidentified services located during excavation. Services not recorded on any service location maps provided.	
Issues to report	Nil	
Works Completed last month	Installation of all stormwater pipes, pits and grates	
Priorities for the next month	<ul style="list-style-type: none"> • Rendering of stormwater pits and compliance testing. • Reinstatement for road (weather pending). 	



Bradley Street – Stormwater improvements

Project	Eastgrove Pathway	
Budget:	\$2,085,000	
Expenditure to date	\$34,557	
Funding Partners	Get NSW Active	
Key Dates	Deed signed	November 2022
	Construction Commenced	March 2023
	Construction Completed	February 2024
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	Yes	
Delays experienced during the month	None	
Issues to report	None	
Works Completed last month	Geotechnical investigations	
Priorities for the next month	Finalising planning documents, design and required permits.	



Eastgrove Pathway

Project	Netball Courts Resurfacing and Lighting Upgrade	
Budget:	\$926,800	
Expenditure to date	\$7,977	
Funding Partners	Stronger Country Communities Round 4 Stronger Country Communities Round 5	
Key Dates	Deed Signed	February 2022
	Construction Commenced	October 2023
	Construction Completed	August 2024
Project forecast to be completed within budget?	Not at this point, insufficient budget	
Project forecast to be completed on time?	Yes	
Delays experienced during the month	Nil	
Issues to report	Nil	
Works Completed last month	<ul style="list-style-type: none"> Calls for tender. Onsite tender meeting 	
Priorities for the next month	Return of tenders and evaluation	



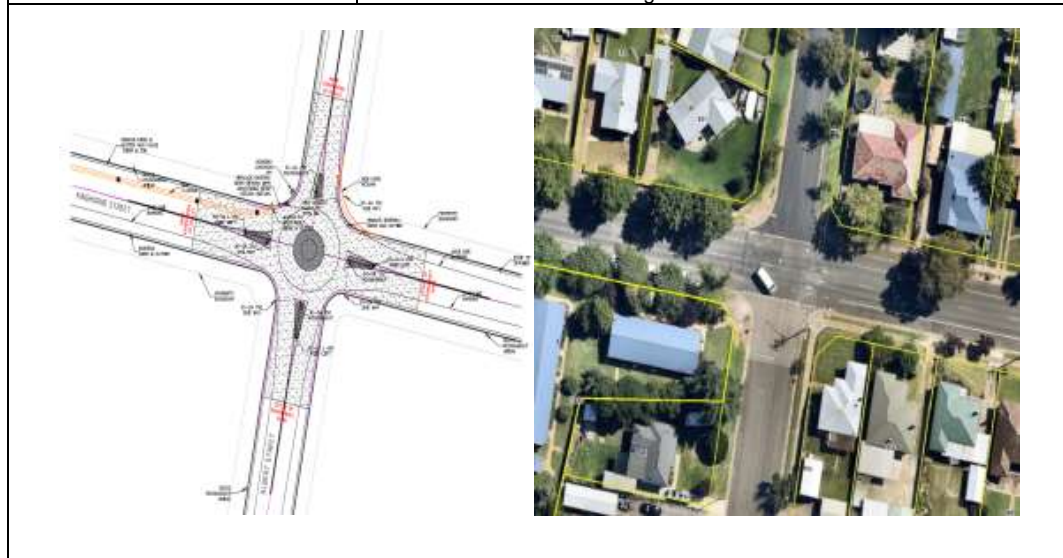
Netball Court – curent condition

Project:	North Goulburn Employment Precinct	
Budget:	\$10,588,082	
Expenditure to date:	\$5,717,269	
Funding Partners	Growing Local Economies Targeted Road Safety Works Program GMC contribution	
Key Dates	Construction Commenced	October 2022
	Construction Completed (Grant milestone)	June 2023 Applied for EOT to finish December 2023. Awaiting approval
Project forecast to be completed within budget?	Yes, noting there is a risk of over expenditure due to latent ground conditions.	
Project forecast to be completed on time?	An extension of time has been applied for through the funding body with a new completion date December 2023. The June 2023 deadline is not achievable due to numerous wet weather events, and lead times required for specialist equipment sourced internationally	
Delays experienced during the month	Nil	
Issues to report	Nil	
Works Completed last month	<ul style="list-style-type: none"> • Construction of Common and Sinclair Street complete. • Electrical cable installation on Sydney Road commenced • Stormwater works on Sydney Road commenced 	
Priorities for the next month	<ul style="list-style-type: none"> • Installation of electrical cable to continue • Substation foundation construction to commence • Stormwater works at Sydney Road intersection to continue 	





Common Street

Project	Kinghorne Street Roundabout – Blackspot	
Budget:	\$520,339	
Expenditure to date:	\$22,255	
Funding Partners	Australian Government Black Spot Funding	
Key Dates	Design approved	September 2022
	Procurement for Construction	October 2022 – May 2023
	Construction Commenced	July 2023
	Construction Completed	December 2023
Project forecast to be completed within budget?	Dependent on outcome of rescoping of works and approval from funding body.	
Project forecast to be completed on time?	No. Revised timeline for completion is Q2 FY24	
Delays experienced during the month	Nil	
Issues to report	Nil to report this month	
Works Completed last month	Pre-mobilisation works commenced.	
Priorities for the next month	Construction will start mid-August 2023	



Project	Carr Confoy Amenities	
Budget:	\$8,000,000	
Expenditure to date	\$232,856	
Funding Partners	Multi-Sport	
Key Dates	Deed Signed	12 October 2022
	Design Finalised	March 2023
	Construction Commenced	June 2023
	Construction Completed	June 2025
Project forecast to be completed within budget?	Yes	
Project forecast to be completed on time?	Yes	
Delays experienced during the month	Nil	
Issues to report	Nil	
Works Completed last month	Concept design completed and approved	
Priorities for the next month	<ul style="list-style-type: none"> • Tender package to be compiled. • Finalising tendering 	



Project		Natural Disaster – Disaster Funding Arrangements																																																					
Budget	\$22.5 Million																																																						
Expenditure to date	\$13.8 Million																																																						
Funding Partners	Natural Disaster Funding Arrangements Enacted																																																						
Key Dates	<table border="1"> <thead> <tr> <th>EVENT</th> <th>Month of Event</th> <th>Completion Date</th> <th>Completion status</th> </tr> </thead> <tbody> <tr> <td>AGRN 871</td> <td>Dec-19</td> <td>30-Sep-23</td> <td>55%</td> </tr> <tr> <td>AGRN 898</td> <td>Feb-20</td> <td>30-Sep-23</td> <td>92%</td> </tr> <tr> <td>AGRN 923</td> <td>Aug-20</td> <td>31-Mar-24</td> <td>80%</td> </tr> <tr> <td>AGRN 960</td> <td>Mar-21</td> <td>31-Mar-24</td> <td>45%</td> </tr> <tr> <td>AGRN 987</td> <td>Dec-21</td> <td>30-Jun-24</td> <td>30%</td> </tr> <tr> <td>AGRN 1001</td> <td>Jan-22</td> <td>31-Mar-25</td> <td>15%</td> </tr> <tr> <td>AGRN 1012</td> <td>Mar-22</td> <td>30-Jun-24</td> <td>30%</td> </tr> <tr> <td>AGRN 1034</td> <td>Oct-22</td> <td>30-Jun-25</td> <td>2%</td> </tr> </tbody> </table>					EVENT	Month of Event	Completion Date	Completion status	AGRN 871	Dec-19	30-Sep-23	55%	AGRN 898	Feb-20	30-Sep-23	92%	AGRN 923	Aug-20	31-Mar-24	80%	AGRN 960	Mar-21	31-Mar-24	45%	AGRN 987	Dec-21	30-Jun-24	30%	AGRN 1001	Jan-22	31-Mar-25	15%	AGRN 1012	Mar-22	30-Jun-24	30%	AGRN 1034	Oct-22	30-Jun-25	2%														
EVENT	Month of Event	Completion Date	Completion status																																																				
AGRN 871	Dec-19	30-Sep-23	55%																																																				
AGRN 898	Feb-20	30-Sep-23	92%																																																				
AGRN 923	Aug-20	31-Mar-24	80%																																																				
AGRN 960	Mar-21	31-Mar-24	45%																																																				
AGRN 987	Dec-21	30-Jun-24	30%																																																				
AGRN 1001	Jan-22	31-Mar-25	15%																																																				
AGRN 1012	Mar-22	30-Jun-24	30%																																																				
AGRN 1034	Oct-22	30-Jun-25	2%																																																				
Project forecast to be completed within budget	<table border="1"> <thead> <tr> <th>EVENT</th> <th>NDFA ALLOCATION</th> <th>SPEND</th> <th>COMMITMENTS</th> <th>CLAIMS</th> </tr> </thead> <tbody> <tr> <td>AGRN 871</td> <td>\$ 1,399,175.00</td> <td>\$ 642,585.47</td> <td>\$ 269,831.61</td> <td>\$ 417,139.45</td> </tr> <tr> <td>AGRN 898</td> <td>\$ 5,928,408.00</td> <td>\$ 5,199,309.64</td> <td>\$ 41,875.04</td> <td>\$ 5,127,737.59</td> </tr> <tr> <td>AGRN 923</td> <td>\$ 7,855,557.00</td> <td>\$ 6,060,565.43</td> <td>\$ 374,701.73</td> <td>\$ 5,304,269.89</td> </tr> <tr> <td>AGRN 960</td> <td>\$ 1,021,890.00</td> <td>\$ 417,898.57</td> <td>\$ 42,864.04</td> <td>\$ 448,901.63</td> </tr> <tr> <td>AGRN 987</td> <td>\$ 1,777,812.00</td> <td>\$ 510,775.71</td> <td>\$ 201,654.16</td> <td>\$ 559,520.13</td> </tr> <tr> <td>AGRN 1001</td> <td>\$ 3,670,826.00</td> <td>\$ 400,313.91</td> <td>\$ 469,341.33</td> <td>\$ 240,758.97</td> </tr> <tr> <td>AGRN 1012</td> <td>\$ 842,597.00</td> <td>\$ 211,223.70</td> <td>\$ 138,714.16</td> <td>\$ 110,295.33</td> </tr> <tr> <td>AGRN 1034</td> <td>\$ 68,699.02</td> <td>\$ 54,230.51</td> <td>\$ 32,559.09</td> <td>\$ 68,699.02</td> </tr> <tr> <td>Total</td> <td>\$ 22,564,964.02</td> <td>\$ 13,496,902.94</td> <td>\$ 1,571,541.16</td> <td>\$ 12,277,322.01</td> </tr> </tbody> </table>					EVENT	NDFA ALLOCATION	SPEND	COMMITMENTS	CLAIMS	AGRN 871	\$ 1,399,175.00	\$ 642,585.47	\$ 269,831.61	\$ 417,139.45	AGRN 898	\$ 5,928,408.00	\$ 5,199,309.64	\$ 41,875.04	\$ 5,127,737.59	AGRN 923	\$ 7,855,557.00	\$ 6,060,565.43	\$ 374,701.73	\$ 5,304,269.89	AGRN 960	\$ 1,021,890.00	\$ 417,898.57	\$ 42,864.04	\$ 448,901.63	AGRN 987	\$ 1,777,812.00	\$ 510,775.71	\$ 201,654.16	\$ 559,520.13	AGRN 1001	\$ 3,670,826.00	\$ 400,313.91	\$ 469,341.33	\$ 240,758.97	AGRN 1012	\$ 842,597.00	\$ 211,223.70	\$ 138,714.16	\$ 110,295.33	AGRN 1034	\$ 68,699.02	\$ 54,230.51	\$ 32,559.09	\$ 68,699.02	Total	\$ 22,564,964.02	\$ 13,496,902.94	\$ 1,571,541.16	\$ 12,277,322.01
EVENT	NDFA ALLOCATION	SPEND	COMMITMENTS	CLAIMS																																																			
AGRN 871	\$ 1,399,175.00	\$ 642,585.47	\$ 269,831.61	\$ 417,139.45																																																			
AGRN 898	\$ 5,928,408.00	\$ 5,199,309.64	\$ 41,875.04	\$ 5,127,737.59																																																			
AGRN 923	\$ 7,855,557.00	\$ 6,060,565.43	\$ 374,701.73	\$ 5,304,269.89																																																			
AGRN 960	\$ 1,021,890.00	\$ 417,898.57	\$ 42,864.04	\$ 448,901.63																																																			
AGRN 987	\$ 1,777,812.00	\$ 510,775.71	\$ 201,654.16	\$ 559,520.13																																																			
AGRN 1001	\$ 3,670,826.00	\$ 400,313.91	\$ 469,341.33	\$ 240,758.97																																																			
AGRN 1012	\$ 842,597.00	\$ 211,223.70	\$ 138,714.16	\$ 110,295.33																																																			
AGRN 1034	\$ 68,699.02	\$ 54,230.51	\$ 32,559.09	\$ 68,699.02																																																			
Total	\$ 22,564,964.02	\$ 13,496,902.94	\$ 1,571,541.16	\$ 12,277,322.01																																																			
Project forecast to be completed on time	Yes, with approved variations to timelines.																																																						
Delays experienced during the month	Natural Disaster Event AGRN 1034 lodged and is still being assessed by Transport NSW.																																																						
Issues to report	<ul style="list-style-type: none"> Caoura Road for AGRN 1034 has been approved and investigation work is progressing for Option 6. Mountain Ash Rd has had Option 4 approved by Transport NSW. Work on Caoura Road for event AGRN 871 (Fires) is complete 																																																						
Works Completed last Month	Several roads in and around the vicinity of Middle Arm Road have had repair work completed during the month.																																																						
Priorities for the next month	Work being undertaken on completing the forward works program, however, cannot finalise until event AGRN 1034 is approved.																																																						
<div style="display: flex; justify-content: space-around;">   </div> <p style="text-align: center;">Yarralaw Road - Completed work</p>																																																							



Planning & Environment – July 2023



Contents

1	Planning & Development.....	3
1.1	Overview of Development Applications.....	3
1.2	Applications received and processing times	3
1.3	Progress of LEC Proceedings	4
1.4	Regional Projects requiring Southern Region Planning Panel approval.....	5
1.5	State Significant Development	5
2	Strategic Planning	6
2.1	Planning Proposals	8
2.2	Planning and Related Legislative Updates	9
3	Environment & Health.....	10
3.1	Adoptions for the month.....	10
3.2	Biosecurity Weeds Update	11

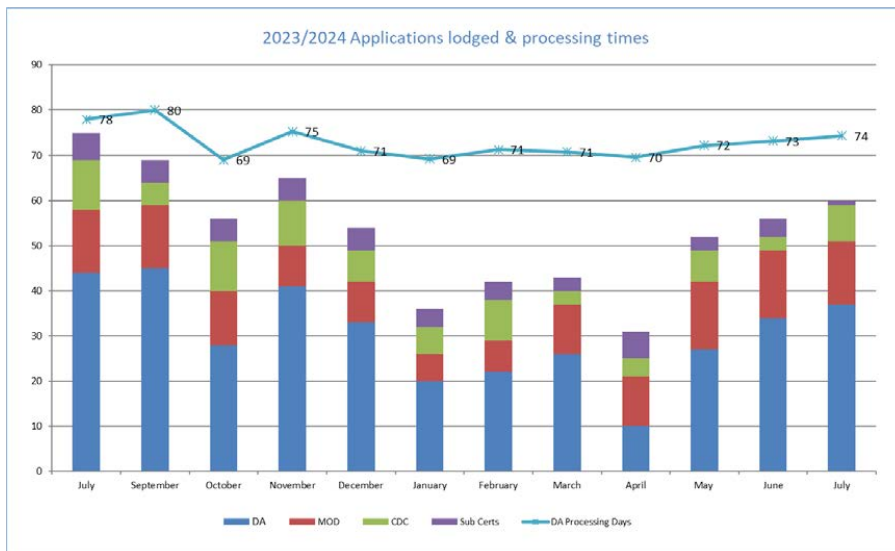
1 Planning & Development

1.1 Overview of Development Applications

	New Applications Lodged	Applications Determined
DA's	37	18
Modifications	14	11
Reviews	0	0
CDC's	8	9
Subdivision Certificates	1	4
Total	60	42
Total cost of new development for the month:	\$39,384,545	
Cumulative total (Financial year):	\$672,040,819	
Of Note:		
<ul style="list-style-type: none"> DA/0009/2324 - Construction of 3 detached single dwellings, earthworks, stormwater management and a seven (7) lot community title subdivision – 16 Wallace Street, Tarago (\$1,997,102) MODDA/0007/2324 – Modification to approved building design and staging of development, 20 Marys Mount Road, Goulburn (\$1,691,852) MODCD/0002/2324 - Modified CDC clarifying use of new warehouse and distribution centre containing 29 units, 28 Finlay Road, Goulburn (\$13,495,194) MODCD/0006/2324 - New Community/Administration Building, 20 Marys Mount Road, Goulburn (\$2,433,407) 		

In addition to the above, 17 applications submitted via on the online portal were returned/rejected/withdrawn as insufficient information was supplied for the application to be able to be formally accepted.

1.2 Applications received and processing times



1.3 Progress of LEC Proceedings

<p>154 Wollumbi Road, Marulan Class 4 Judicial Review Third Party Appeal against partial approval of DA/0288/2021</p>	<p>Three new buildings including a secondary dwelling, cellar door premises, farm building, studio; a swimming pool and outbuilding; demolition of existing structures; and non-native vegetation removal</p>	<p>Council is Second respondent. The Hearing took place November 2022. Judgement was handed down on 27 April 2023. It was found that the determining officer had the correct delegations to determine the application by way of consent. It was, however, found the conditions of consent in relation to patron numbers and the plan of management did not wholly reflect the assessment. Orders made on 27 April suspended the consent and required the Council to review the conditions and issue a regrant of the consent within 21 days. The Council has regranted the consent and filed a notice of motion on the same. The Applicant has lodged a Notice of Appeal to the decision made 9 May 2023. The Applicant is seeking to appeal Ground 2 of the decision.</p>
<p>30a Sloane Street, Goulburn Class 1 Application Against Refusal of a DA DA/0099/2122</p>	<p>Retention of an existing dwelling house, demolition of identified structures and the removal of identified trees in order to undertake an integrated housing development with community title subdivision to create 24 lots, new 1 way road and a total of 29 dwellings.</p>	<p>The section 34 conciliation conference was held on 16 May 2023. The commissioner heard submission from local residents, toured the site and facilitated discussion between the Applicant and the Council. The conference was terminated as the parties could not reach agreement to discharge the fifteen (15) contentions. The matter is now set down for a three-day hearing on 9-11 October 2023.</p>
<p>134 Marys Mount Road, Goulburn Class 1 Application Against Refusal of a DA DA/0514/2122</p>	<p>Staged Residential Subdivision to create 139 Residential Lots, 1 drainage reserve, 1 stormwater management lot, vegetation removal, earthworks and associated infrastructure.</p>	<p>Council's Statement of Facts and Contentions were lodged with the Court. The Applicant has filed a SOFACS in reply. The section 34 conciliation conference is listed for 8 August 2023.</p>

1.4 Regional Projects requiring Southern Region Planning Panel approval

Nil.

1.5 State Significant Development

Project	Description	Status
Goulburn Poultry Processing	Mixed Use Development	Assessment
Marulan Quarry	Establish a hard rock quarry and progressive rehabilitation of the pits	Prepare EIS
Marulan Solar Farm	Development of a 150 MW solar farm and associated infrastructure	Assessment
Woodlawn Advanced Energy Recovery Centre Project	Construction and operation of an energy recovery facility with a capacity to thermally treat up to 380,000 tpa of residual municipal solid waste and commercial & industrial waste and to generate approximately 39 MW of electrical energy	Response to Submissions
Gundry Solar Farm	400MW Solar Farm with Battery Energy Storage (961 Windellama Road, Gundry)	Prepare EIS
Merino Solar Farm	450MW Solar Farm with Battery Energy Storage Southern Site – frontage to Braidwood Road and Painters Lane Southern Site – access potentially from Windellama Road/Gundry Lane or alternatively Braidwood Road	Prepare EIS

2 Strategic Planning

Priority	Project	Relationship to LSPS or Other Strategies	Progress
1.	Goulburn Mulwaree Development Control Plan (DCP) 2009 (Comprehensive Review to create Goulburn Mulwaree DCP 2020/21)	<ul style="list-style-type: none"> LSPS – short term action. Urban and Fringe Housing Strategy – urban release areas. CBD Renewal Strategy under preparation. 	A large body of work on the CBD has commenced with some general chapters prepared. Some delays being experienced due to staffing and addressing changes to local planning coming from the State.
2.	Goulburn Floodplain Risk Management Study and Plan Includes: LEP amendment (to remove flood mapping from LEP) Adopt flood policy and amend DCP	<ul style="list-style-type: none"> LSPS Short term action NSW DPIE Grant funded (includes milestones for timing). Legislated changes to flood planning necessitate updating LEP and DCP provisions. 	Completed.
3.	CBD Renewal Study (incorporate Car Parking*, signage, FSR, height limits, residential provisions and relevant LEP/DCP amendments) <i>*UFHS Action, *CBD Car Parking Study & Action Plan</i>	<ul style="list-style-type: none"> LSPS – short term action. Urban and Fringe Housing Strategy – CBD actions and residential LEP/DCP provision review actions. 	<p>CBD has commenced with the car parking survey completed, character assessments for precincts and testing of draft planning controls.</p> <p>An interim update to the car parking survey post construction of the PAC etc. has been undertaken. Staff have been involved in the Entertainment and Evening Economy CBD Working Party.</p> <p>Preliminary consultation with NSW DPE regarding planning provisions and flooding has commenced.</p>
4.	Marulan Floodplain Management Study and Plan	<ul style="list-style-type: none"> LSPS – short term action. Urban and Fringe Housing Strategy – urban release areas. Organisational significance for infrastructure planning. NSW DPIE Grant funded (includes milestones for timing). 	<p>The Flood Study has been completed.</p> <p>Work has commenced on the next phase which is the Floodplain Risk Management Study and Plan.</p>
5.	Biodiversity Strategy	<ul style="list-style-type: none"> LSPS – short term action. 	Yet to commence.

Priority	Project	Relationship to LSPS or Other Strategies	Progress
		<ul style="list-style-type: none"> Urban and Fringe Housing Strategy – urban release areas. Required for Resource Lands Strategy Villages Strategy 	
6.	Bushfire Strategy	<ul style="list-style-type: none"> LSPS – short term action. Grant from NSW DPE provides 2/3 funding. Urban and Fringe Housing Strategy – urban release areas. Required for Villages Strategy 	A draft Study has been referred to NSW RFS for comment.
7.	Recreational Needs Strategy	<ul style="list-style-type: none"> LSPS – short term action. 	Review of previous draft has commenced.
8.	Villages Strategy	<ul style="list-style-type: none"> LSPS – medium term action (as other work required before this strategy to provide baseline data) 	Tarago Village Housing Strategy adopted . Prior to further village strategies commencing, the Strategic Bushfire Study is required. This project is currently underway.
9.	South Goulburn Tree Management Plan - Review	<ul style="list-style-type: none"> Council resolution to undertake a review of this Plan was adopted in late 2021 and a review is underway. 	Completed.
10.	Local Approvals Policy (LAP)	<ul style="list-style-type: none"> Aspects of this Policy are more urgent so it may be rolled out in stages to reflect this. Currently there is a need to provide a policy direction on connection to water/sewer services where available which may be required as a first step. Other sections of the policy may require subsequent amendments based on staff resources. 	A LAP relating to water/sewer approval activities in urban areas that require approval and DCP amendment was adopted by Council on 19 July 2022 .
11.	Resource Lands (Agriculture and Extractive Industries) Strategy	<ul style="list-style-type: none"> LSPS – short term action. Pending State Significant Agricultural Land Mapping by NSW Department of Primary Industries being finalised. 	Council has made a submission to the Draft State Significant Agricultural Land Map and is awaiting the finalisation of this to inform Council’s Strategy
12.	Rural Living Handbook Update	<ul style="list-style-type: none"> Council initiative. 	Initial review has commenced – review subject to staff availability.

2.1 Planning Proposals

Planning proposals are the mechanism by which *Goulburn Mulwaree LEP 2009* can be amended. Of the Planning Proposals listed below the majority are initiated by Council as a result of the recommendations of various strategies such as the Urban and Fringe Housing Strategy or the *Employment Lands Strategy*. Some Planning Proposals are initiated by a proponent such as a land holder or stakeholder.

Proposal No.	Location	Proposal	Progress
REZ/0001/1718	Mistful Park	Rezone land from E4 Environmental Living to R2 Low Density Residential	DPIE has advised that the Planning Proposal needs to be amended to incorporate further biodiversity assessment prior to re-submission for a Gateway determination. The proponent has been advised of this outcome. Biodiversity assessment for the site cannot commence until spring 2021. No assessment has been submitted as yet. On hold.
REZ/0002/1819	Goulburn Motorcycle and Speedway Club	Rezone land from RU6 Transition to RE2 Private Recreation	The Planning Proposal has been prepared and pre-Gateway consultation has been undertaken with Water NSW. Water NSW has raised issues with the suitability of the site in relation to water quality. These issues are being investigated by Council and the Motor Cycle Club. On hold.
REZ/0002/2122	Goulburn WTP	Rezone to SP2 - Infrastructure	Utilities has explored other options for the expansion of the Goulburn Drinking Water Treatment Plant and advised that a rezoning is required. The process has recommenced (as of late July 2023), and a PP is being prepared for consultation.
REZ/0003/2122	Allfarthing 2 Brisbane Grove Road	Rezone land to R5 large Lot Residential with 2ha min lot size as per Urban and Fringe Housing Strategy	NSW DPE has issued a Gateway determination to proceed and State agency consultation has commenced. A flood impact risk assessment is currently being prepared by the proponent following NSW DPE (Flooding) feedback.
REZ/0004/2122	137 Brisbane Grove Road	Rezone land to R5 large Lot Residential with 2ha min lot size as per Urban and Fringe Housing Strategy	NSW DPE has issued a Gateway determination to proceed and State agency has commenced. A flood impact risk assessment is currently being prepared by the proponent following NSW DPE (Flooding) feedback.
REZ/0005/2122	Mountain Ash Road	Rezone land to R5 large Lot Residential	Reported to Council on 4 April 2023, awaiting a flood risk impact assessment before being referred to NSW DPE for a Gateway determination.
REZ/0006/2122	292 Rosemont Rd and 46 Mountain Ash Road	Rezone land to R5 large Lot Residential	Gateway determination from NSW DPE was not issued and will required to be resubmitted once a flood risk impact assessment has been undertaken.
REZ/0007/2122	515 Crookwell Road, Kingsdale	Rezone land to R5 large Lot Residential	Reported to Council in September with a draft Planning Proposal document being prepared for initial consultation with Water NSW pre – Gateway. Proponent is currently working through TfNSW feedback

Proposal No.	Location	Proposal	Progress
REZ/0001/2223	407 & 457 Crookwell Road, Kingsdale	Rezone land to part R2 Low Density Residential, Part R5 Large Lot Residential and RE1 Public Recreation.	Councillor briefing presented on 27 June, report to Council presented 20 July. A draft Planning proposal is being prepared for pre-Gateway consultation pending the submission of additional items identified in the Council Report. Proponent is currently working through TfNSW feedback
REZ/000/2324	44 Middle Arm Road, Goulburn	Rezone land to R2 Low Density Residential.	Preliminary assessment is underway once the invoice is paid.

2.2 Planning and Related Legislative Updates

It is noted that no significant amendments have been made in the month to date to planning legislation (in relation to the Goulburn Mulwaree local government area) or to the *Goulburn Mulwaree Local Environmental Plan 2009*.

3 Environment & Health



3.1 Adoptions for the month



3.2 Biosecurity Weeds Update

Biosecurity Weeds Report July 2023 "Pampas Grass Incursion"

During a recent High Risk Pathway inspection in the Bungonia locality, Biosecurity staff detected the presence of Pampas grass (Cortaderia species) on a neighboring property that borders Bungonia National Park.

Council’s biosecurity weeds staff are working closely with the property owner to eliminate the biosecurity threat and will continue to monitor the progress of control works.

If Pampas grass were to establish in the National Park it would create a new biosecurity threat to the local native environment as it prefers open low-fertility soil with sunny locations which enable it to colonize in such places as quarries, roadsides, new forest plantations, burnt and disturbed bushland.





Corporate & Community Services

Directorate Report

July 2023

PRIDE

Passion Respect Innovation Dedication Excellence

Table of Contents

Contents

1.	Innovation & Technology	3
2.	Finance	3
3.	Customer Service	4
4.	Property & Community Services	5
	4.1 <i>Property Services</i>	5
	4.2 <i>Goulburn Performing Arts Centre (GPAC)</i>	8
	4.3 <i>Community Services</i>	13
5.	Marketing, Events & Culture	17
	5.1 <i>Marketing & Events</i>	17
	5.2 <i>Museums</i>	20
	5.3 <i>Library</i>	24
	5.4 <i>Art Gallery</i>	29

Corporate & Community Services

1. Innovation & Technology

Listed below are some of the projects/activities currently underway in Innovation & Technology:

- Work continues with the deployment of Office 365, and the migration of the council email system to Microsoft Cloud.
- Technology 1 upgrade project has commenced. A high-level project plan for stage 1 has been developed and is being reviewed.
- IT Staff are investigating changes to Microsoft Azure (Microsoft Cloud) as many new features have now been released by Microsoft that could help Council.
- Several cyber security reports have been received from Cyber NSW and ACSC (Australian Cyber Security Centre). These are being actioned where required.

2. Finance

Finance activities currently underway include:

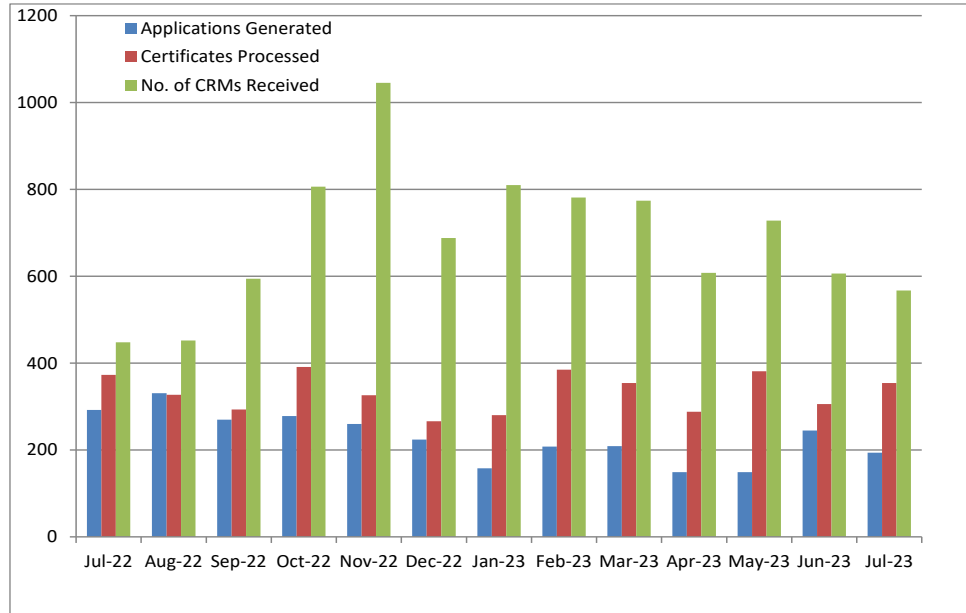
- Carry-overs in process of being prepared for report to Council.
- Interim audit in process of being completed, main audit to commence in September.
- Investment Property Valuation Report also nearing completion.
- Legal action and debt recovery processes are in progress as per Council's Debt Recovery and Hardship Policies.
- Procurement training continues for relevant Council staff members and the processes are being reviewed with regards to the changes to Legislation.

Corporate & Community Services

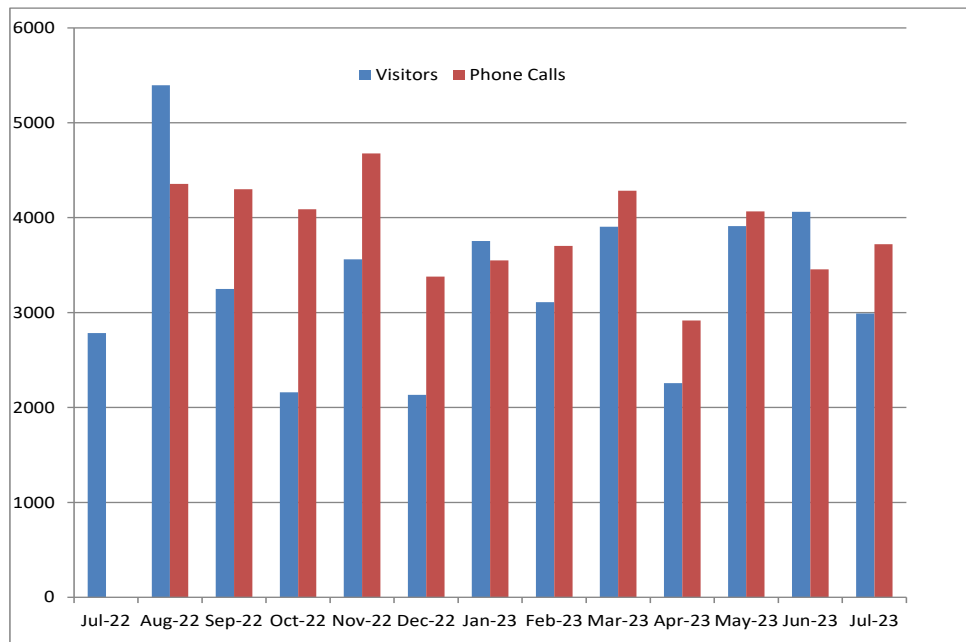
3. Customer Service

Customer Service statistics for the month of July 2023 are detailed in the graphs below:

Productivity –July 2023



Visitors & Phone Calls –July 2023



Corporate & Community Services

4. Property & Community Services

4.1 Property Services

The Property & Community Services Business Unit is responsible for providing a broad range of property services, GPAC shows and events, and community programs and activities. The following pages provide a summary on the status of some property dealings, GPAC activities, and community services programs in July 2023.

Property Acquisitions

- **Parcels of Crown Land at Towrang (New Towrang Bridge & Road Works)**
 - NSW Aboriginal Land Council (NSW ALC) and Pejar Local Aboriginal Land Council (PLALC) has indicated in-principal approval for partial withdrawal of an Aboriginal Land Claim over one of the Crown Reserves for this project. Written confirmation of approval still not received.
 - A meeting has been requested with NSW ALC and PLALC representatives in August to discuss this and other Council infrastructure projects.
- **Part 40 McDermott Drive, Goulburn (Shared Pathway, Middle Arm Road)**
 - Compulsory land acquisition from Department of Education (DoE) nearing completion.
 - Still awaiting correspondence from NSW VG re; compensation payable to DoE.
 - Acquisition should be finalised by end of August 2023.
- **Second Access Run-O-Waters, Goulburn**
 - In-principal written acceptance of compensation offered to one of the landowners affected by this project has been received.
 - Further consultation continues with other surrounding landowners.
 - Another Councillor Briefing will take place before presenting a further report for Council’s consideration.
- **Access Road to 632 Taralga Road, Tarlo**
 - All documentation prepared to support a Possessory Title Application lodged with NSW LRS in relation to an old access road (i.e. forms part of Volume 470 Folio 88) joining Taralga Road to Council’s land at Lot 2 DP 1043955.
 - This dealing is required to satisfy legal access requirements for Council and its lessees.
 - Dealing to be finalised by 31 August 2023 pending NSW LRS.
- **Book 4805 Conveyance 760 – Duck Avenue**
 - Plan prepared dedicating this old conveyance as proposed acquisition for public road to service a proposed new development. Plan lodged with NSW LRS and awaiting registration.
 - All surveying and legal costs to be met by developer as part of their DA.

Easement Acquisitions

- Majority of current easement negotiations finalised and registered with various property owners for public infrastructure projects e.g. sewerage, water, stormwater.

Leases & Licences

- **56 Clinton Street, Goulburn (including Workspace Goulburn)**
 - Workspace Goulburn bookings continue for casual hire of Meeting Rooms, Events Space and Hot Desks.
 - All Workspace Goulburn lease renewals up to date, effective from 1 July 2023.

Corporate & Community Services

- Negotiations finalised with Property NSW re; exercising Option to Renew lease for a further 5 years, commencing 1 October 2023. Terms of new Lease included in a report to the August Council Meeting.
- **2 Bourke Street, Goulburn**
 - CPI reviews completed on all ‘not-for-profit’ leasing arrangements for storage purposes.
- **Various Locations Throughout LGA**
Ongoing enquiries for leasing opportunities at other Council properties.

Road Closure Applications

- **Unformed Road Reserve off Braidwood Road, Tarago**
 - Two Road Reserves now closed and new titles registered in Council’s name.
 - Plan of Consolidation being prepared to include new titles and surrounding Council owned parcels of land for lodgement with NSW LRS.
 - New title (when created) will be sold in accordance with previous Council resolution to advertise EoI.
- **Encroachment of Part 2 Sloane Street at Cnr Sloane St / Finlay Road, Goulburn**
 - Plan of Easement to Drain Water 3 wide & Road Closure under *Roads Act 1993* and s88B registered with NSW LRS.
 - Applicant required to pay compensation to Council prior to registering new title (for former road reserve area) in their name as the registered owner of 2 Sloane Street.
 - Currently liaising with Applicant to finalise this dealing.

Crown Land Enquiries

The Property Services team continue to receive enquiries in relation to Crown Reserves and Crown Roads. These enquiries often trigger research, consultation with other sections of Council and providing detailed responses to applicants.

Plans of Management

- **Carr Confoy Sportsground & Park**
 - PoM adopted by Council on 20 June 2023.
- **Generic Sportsgrounds Plan of Management**
 - Preparations continue for draft PoM that includes Hudson Park, Cookbundoon Sporting Fields, North Park and 2 x sports grounds at Marulan.
 - Draft PoM to be reported to Council by the end of 2023 before placing on exhibition.
- **Belmore Park**
 - Preparations to commence towards the end of 2023.

Corporate & Community Services

Property Addressing, Property Attributes and Integration of new Subdivisions in Property & Rating System**• Property Addressing**

The Property Services team continues to work closely with the Design & Asset Management and Planning & Development Business Units to resolve Urban and Rural Addressing anomalies and streamline Addressing Procedures. The team oversees the following functions;

- Customer Service - attending to ongoing enquiries, anomalies and oversights (i.e. for new and old subdivision approvals).
- Liaising with the private sector and government agencies to assist with correct property addressing associated with new developments to align with the NSW Addressing Guidelines.
- Land Attribute Updates - attending to ongoing land attribute update requests and ensuring accuracy of s10.7 certificates for conveyancing and development applications.
- Integration of New Subdivision Data - Information updated to Council's Property & Rating System and feeding into GIS updates.
- Ongoing review of addressing upon receipt of Supplementary Valuations received from the NSW Valuer General and ensuring Council's data integrity is up to date.
- Gazette Notification of Roads - Publishing notices in NSW Government Gazette for old and new roads identified on registered Plans of Subdivision.

Corporate & Community Services

4.2 Goulburn Performing Arts Centre (GPAC)

July at GPAC featured a couple of stand-out events – the zenith being the performance of Rossini's *The Barber of Seville* by Opera Australia. This performance was one of the highlights of our 2023 season – with the quality of the singing from some of Australia's finest opera stars, and a brilliant live orchestra presenting a 'dazzling' experience for our local audience. It was a gift that kept on giving, with generous workshops presented at the Hume Con as part of Opera Australia's included community engagement program, and the opportunity for local children to work with some of Australia's leading musical directors and perform onstage with the OA cast in a Children's Chorus.

Goulburn was roasted and laughed itself sick when internationally acclaimed comedian Ross Noble performed to a sold-out audience. Younger audiences and families were also entertained during the school holidays with two performances of the stage adaptation of the ever-popular *Dr Seuss's A Cat in the Hat*. This was our most successful school holiday show to date, and attracted many first-time audience members, many from outside the LGA.

The GPAC team celebrated NAIDOC Week and its theme 'For Our Elders' with a luncheon for First Nations Elders followed by a screening of *After the Apology* – the moving story of four grandmothers and their fight against the forced removal of Aboriginal children. Local Wiradjuri woman Cecilia McKenzie approached GPAC to host the event and did a great job of engaging local Elders and the community with the event. We also screened the film for a general audience – which was very well attended.

July also saw the presentation of another large corporate event – a catered professional development day for Catholic School teachers from across the Northern Region. Our organisation received very positive feedback from the group which highlighted that this is an area that has significant potential for future growth, and that more effort needs to be directed to promoting GPAC as a venue for these kinds of events.

The other focus in July was on the continued development of *Russian Doll* by local playwright David Cole. This is GPAC's first page to stage production and is an exciting development in our creative engagement with the local community.

Promotion

Performing Arts Centre Manager – Raina Savage attended Arts on Tour's SALON in Sydney on 18th July – where she was invited to present. This was a great opportunity to promote GPAC to producers and theatre makers from across NSW, and to network with artists, theatre companies and other NSW performing arts centres. Raina was approached by many people after my short 'pitch', which has resulted in several contacts regarding future performance presentations.

Annual Season

In July we presented four Season shows. We started the month with a second performance of Everyman Theatre's immersive adaptation of Oscar Wilde's *The Importance of Being Earnest*, in the Meeting Place. Several patrons enjoyed the first performance so much they returned for a second round in the Bunbury Club. This very successful collaboration with the ACTHUB has already resulted in a booking for a music melodies performance in 2024, and discussion is continuing around other innovative possibilities.

Corporate & Community Services

GPAC celebrated NAIDOC week with two events – both featuring screenings of *After the Apology* - Larissa Behrendt's powerful documentary about 4 grandmothers determined to stop the removal of Aboriginal children from their families. There was a well-attended public screening on 4 July followed by an Elders' luncheon and screening on Wednesday 5 July – organised by Cecilia McKenzie and supported by Directions Health.

We continued our collaboration with Southern Tablelands Film group – with another film screening - cult classic *The Lost Boys* on Sunday 23 July.

The highlight of the month was undoubtedly the first visit by Opera Australia to GPAC – performing Gioachino Rossini's 'opera buffa' *The Barber of Seville*. With a live orchestra and some of Australia's finest voices, the audience was completely transfixed by this production described by one patron as 'dazzling'. Opera Australia also performed 2 workshops at the Hume Con as part of the community engagement attached to the performance, working with the Vocal Local choir and a masterclass with local musicians. One particularly exciting element of being included in the regional tour, was the opportunity for local children to participate in the performance as part of a Children's Chorus. Working with local legend Charmian Cribb over several months who trained and directed the local group through OA's teachers' mentoring program, the chorus was then rehearsed by Opera Australia's own musical director prior to participating in the live stage performance. This was an incredible experience for children in our region, and a truly life changing opportunity.

Commercial Hires

Comedy is always big at GPAC and July saw international sensation Ross Noble perform to a sold-out crowd. Prada Clutch returned to GPAC for her third visit, with a 'stripped back' telling of her own personal story, accompanied by very special guest and drag legend Monique Kelly – one of the original Les Girls.

The other big commercial production was *Dr Seuss's The Cat in the Hat*, which delighted a school holiday crowd with two almost sold out shows.

In July we also presented a large corporate event, a professional development day for over 200 Catholic Schools teachers from across the region. The organisers were very pleased with how we delivered the event and are keen to return for future training events.

Delivering corporate events – conferences, presentations, and public meetings – is an area in which GPAC is currently underutilised – but is an area where we can expect to see strong growth if this capacity is more strongly promoted.

Culture Club – Community Engagement and Capacity Building

We continued our *Backstage at GPAC* capacity building program with 2 Directing Masterclasses by Technical Coordinator – and producer - Suze Smith – one for our local community and the other a fee-for-service workshop in the ACT. *Russian Doll* by local writer David Cole, which GPAC will premiere at the Festival of Regional Theatre in October, was a major focus this month – with the first 2 rehearsals and a play reading at The Mill Theatre in Canberra, before an invited audience.

Corporate & Community Services

Statistics

JULY 2023			
EVENT NAME	DATE	EVENT TYPE	ATTEND
The Importance of Being Earnest in <i>The Meeting Place</i>	1 st July	Season Show	31
After the Apology – screening	4 th July	Season Screening	60
Dr Seuss’s The Cat in the Hat	13 th July – 2 shows	Commercial Hire – Children & Family	649
Prada Clutch : Live and Untucked	15 th July	Commercial Hire – Drag	153
The Barber of Seville – Opera Australia	19 th July	Season – Opera	324
The Lost Boys – ST Film Group	23 rd July	Season – Film	39
Ross Noble – Jibber Jabber Jamberee	28 th July	Commercial – Comedy	402
		Sub-total Performance	1658
OTHER ACTIVITIES		Number	Attendance
NAIDOC Week Elders Lunch and Film Screening	5 th July	Function and Film	30
Childrens’ Chorus rehearsal for Opera Australia	16 th July	Rehearsal	28
Northern Region Catholic Schools PD Day	17 th July	Corporate Event	220
Opera Australia Workshop and Master Class	18 th July	Workshops	23
Russian Doll – rehearsals	7 th and 25 th July	Rehearsal	18
Directing Masterclasses	9 th and 27 th July	Workshop	13
Russian Doll – Play Reading	30 th July	Play reading	38
		Sub-total Other	370
		TOTAL JUNE 2023	2,028

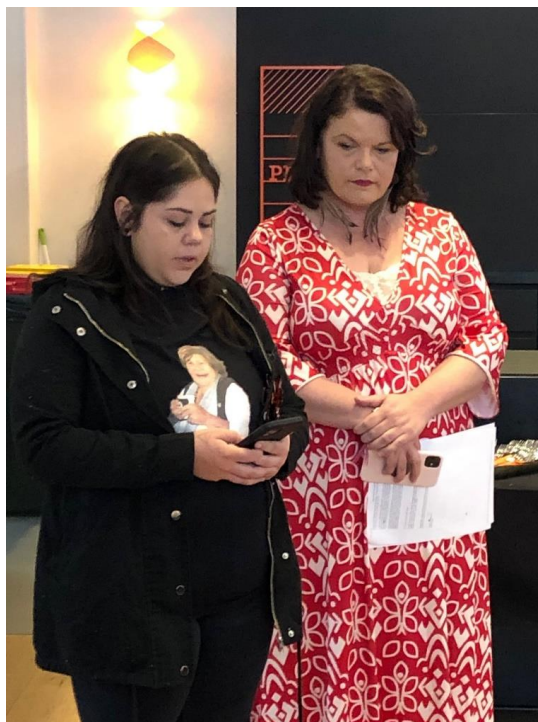
Stephen loved Earnest so much he came back for a second helping.



Corporate & Community Services



GAPC celebrated NAIDOC week with an Elders Luncheon organised with Cecilia McKenzie



Cecilia and her young guest perform a moving Welcome to Country.

Corporate & Community Services



The catered event for the Northern Region Catholic Teachers Event – went down a treat.

Images Raina Savage GPAC

Corporate & Community Services

4.3 Community Services

Community Services include Neighbour Aid, Leisure Link and Youth Services. The delivery of these services would not be humanly possible without the wonderful assistance received from our volunteers.

July was another busy month for the Community Services team. A summary of activities undertaken by the Youth Services team and Neighbour Aid team is included in this report.

At the beginning of the month the Youth Mentoring Program participants travelled to Papua New Guinea for their much-anticipated trek of the Kokoda Trail. The trek was extremely difficult, yet all 8 young people excelled and achieved personal growth. Unfortunately, 2 participants couldn't complete the trek: one breaking an ankle and the other suffering from severe dehydration. Even with these setbacks they still had a once in a lifetime experience and learnt things about themselves that will help them into the future. This Mentoring Program has been a huge success and the team are now working through the final stages assisting participants to focus on how they can turn to making a difference within their own communities.



Our Mentoring Champions!

The Connect, Support, Empower program has well and truly kicked off and our 2 new staff have hit the ground running. To date they have been busy networking with local schools and service providers to share information about the program and what is on offer. They have commenced individual case coordination, supporting youth to better their future, and they have developed 2 new group programs which they will deliver over term 3. As part of this program, the wider Youth Services team is also running a whole of LGA Youth Survey. It is hoped to reach over 1,500 young people. To date there have been just over 450 responses. The team has worked closely with our 3 local high schools who are supporting the survey and prompting students to participate.

The July School Holiday Program was another success. It was a shortened program due to staff being overseas and involved in the mentoring trek. Despite this, we still managed to deliver an exciting program providing new activities for our youth. There was a picture book making day and a movie night, and we

Corporate & Community Services

also partnered with the Art Gallery to deliver a polymer clay workshop and with PCYC to deliver a roller disco.

The Paperback Café continues to operate on the new timetable of Monday to Thursday 10-12:30 and 3-5pm. The Café is doing well, and more customers are coming in to get their daily coffee. The Café is a safe place for participants to learn and grow within themselves. They are achieving and continually improving their skills; we have even been able to support some of them in gaining employment.



Book Making & Roller Disco Fun



Our Neighbour Aid team has delivered a range of exciting activities and valuable senior supports this month, all of which continue to provide immeasurable social and wellbeing benefits to our clients and assist them to retain their independence.

Our regular Monday, Wednesday and Thursday Community Centre activity groups had informative visits from Palliative Care NSW. Each group took part in an informal session designed to get everyone talking,

Corporate & Community Services

sharing, and thinking about the things that are important to them. They discussed the need to document and/or share their wishes and how best to do it. On a lighter note, these groups also enjoyed a Christmas in July themed week which provided an exciting opportunity to put on Christmas clothes again and enjoy a tasty Christmas Dinner. A group of 25 clients also attended Christmas in July at the Workers Club on Sunday 9 July.

The Tuesday men’s ‘Menz Biz’ and ladies’ ‘Meaningful Meanderings’ groups each enjoyed outings to meet up at the Hibernian Hotel and at Goulburn’s Best Café, and on Thursday 27 July our Goulburn and Marulan groups combined to travel to Yass for a great day out and for lunch at the Yass Soldiers Club. Our community garden enthusiasts have been assisted to get out and tend to our winter plots. They have also been busy seed raising and prepping our plots for summer planting, and the Tuesday games group has continued to develop their skills with new games including Five Crowns and Beetle.

The team has continued to provide ongoing valuable one-on-one support to clients needing assistance to attend appointments and to maintain their independence. This month quite a few of our clients have been unwell; they have really depended on the support of our team in helping to coordinate additional supports and liaising with other services. We are very proud of the amazing support service that we provide and the huge difference that it makes to seniors in our community.



Community Centre Christmas in July

Corporate & Community Services



Workers Club Christmas in July Celebrations

Recruitment for a new Leisure Link Coordinator took place in July. The role has been offered and our new team member will commence in August.

5. Marketing, Events & Culture

5.1 Marketing & Events

Marketing & Public Relations

- Published 8 posts to the Goulburn Australia Facebook page during July, reaching 14,155 people as at 31 July 2023.
- Published 8 posts to the Goulburn Australia Instagram page during July, reaching 4,587 people as at 31 July 2023.
- Designed and distributed 5 x 'Weekly What's On' EDMs (Electronic Direct Mail) to 621 subscribers, receiving an average open rate of 43.5% during July.
- Designed and distributed a 'Monthly What's On' EDM for July to 1,466 subscribers, receiving an average open rate of 43.1%.
- Continued the 2023/2024 Goulburn Marketing Membership renewal process. As at 28 July 2023, 73 of 164 members have renewed. Further to this, four new membership applications have been received two of which have been approved.
- The ongoing digital campaign running with News Corp Australia, focussing on the four pillars – Visit, Live, Work and Invest – of the Goulburn Australia campaign continues to receive excellent results. Campaign performance from 1 July – 28 July 2023 is below:
 - Programmatic (online display) adverts have received 96,503 impressions, a click-through rate (CTR) of 0.15% and 143 people have clicked on our adverts during this period.
 - Social Media advertisements have received 113,260 impressions, CTR of 1.43% and 1,614 people have clicked on our advertisements during this period.
- The ongoing Goulburn Australia Google Ads campaign focussing on all four campaign pillars has also received great results. From 1 – 28 July 2023, Goulburn Australia Google Ads received 1,625 clicks, 22,586 impressions and 478 conversions.
- TV advertising campaigns with both Nine Network and Seven Network have both run successfully. The metro and regional campaigns on the Seven Network have now ended. The metro campaign on the Nine Network has also ended, with the regional campaign to end on 8 August 2023.
- In preparation for the upcoming Goulburn Australia Destination Guide project, a Request for Quotation for the printing component of this project has been prepared and distributed.

Groups and Filming

- A filming permit was issued to Finch Productions X TAL Insurance for Tuesday 11 July at Goulburn Health Hub in Ross Street. The filming permit was withdrawn as the production had logistical issues with Goulburn Health Hub opening hours, resulting in moving their location to the Gunning Showground in Upper Lachlan Shire.
- The table below indicates booked tours to date for the remainder of 2023, to date:

Date	Group Name	Tour Type
Wed. 6 September 2023	Colac Otway Probus Club	Guided City Tour
Mon. 25 September 2023	Forrester's Beach Probus Club	Guided City Tour
Mon. 16 October 2023	Pambula Probus Club	Guided City Tour
Tue. 28 November 2023	Stuart Coaches, Greenwell Point	Guided City Tour

Corporate & Community Services

Events

- **Goulburn Lilac City Festival (30 Sept – 2 Oct)** – Assisted with booking application, follow up and Financial Assistance enquiries. Acceptance of Garden Competition entry forms and collection point at VIC. Helped with potential vendor enquiry. Also assisted the Cystic Fibrosis Goulburn and District with their enquiry and subsequent Financial Assistance application for their inaugural Lilac Fairy Hunt. Tickets (booklet) will be on sale during August/September at the VIC.
- **Steampunk Victoriana Fair (14-15 October)** – All event merchandise has now been confirmed and ordered. The ticketing platform has been set up and we are on schedule for mid-August ticket release date. Continuing with budget updates, site visits for planning and traffic management plans. Working on social media plan and have booked CBD flags for promotion. Website in development.
- **2024 LGNSW Water Conference (23-25 July 2024)** – Previously to be in September, 2024 this event will now be held in July due to the shutdown period before the Local Government elections. The confirmed venues for this event are the Goulburn Recreation Area, GPAC and Goulburn Race Club. Ongoing communication and logistics with LGNSW regarding hosting the conference.
- **Event Development Funding Fund** – No new applications received during July. Post Event Acquittals received from Boom Clash Rockstar, ACT & Southern Rugby Union and Goulburn Cycle Club for events funded under the Sports Tourism Stream. Assisted with an enquiry for two Darts events and a second site visit for a possible Judo event. Ongoing logistics and assistance for Goulburn Farmers Markets events as well as Run with the Wind. Unfortunately, Elite Energy cancelled the 2023 Goulburn Duathlon and Running Festival due to poor early registrations. We will revisit the Running Festival for 2024.
- **Community Event enquiries and assistance** – Assisted Goulburn Legacy with set-up for Centenary Torch Relay as well as NAIDOC Week celebrations in Belmore Park. Aided enquiries from Tarago Vintage and Bike Rally Fundraiser, Dementia Australia, Festival of Small Halls (submitted an EOI), Chev 4 Tour (September 2023) and a site enquiry for NSW State Road Crash Rescue 2024.
- **Event Resources** – Investigating inclusion initiatives for events and conferences as well as ideas on compiling an events vendor database. Compiling information for an Event Prospectus and Event Toolkit. Reviewing Events Strategy action items and ensuring measuring success and completing in suggested timeframe. Attended two day Events Sector Bootcamp event held by Events ACT and presented by rEvents Academy.

Upcoming events supported by Council

Date	Name	Location
12-13 August	Goulburn Physie Interclub Competition	Veolia Arena
30 Sept – 2 October	72 nd Annual Lilac City Festival	Various
14-15 October	Steampunk Victoriana Fair	Goulburn Historic Waterworks
22 October	Run with the Wind	Woodlawn Wind Farm, Tarago
27-29 October	Hockey NSW Indoor State Championships (Open Women)	Goulburn Recreation Area
28 October	Goulburn Farmers Market (Opening)	Goulburn Recreation Area

Corporate & Community Services

Visitor Services

- The printed Calendar of Events for August was developed and distributed to local businesses, Council sites and on display in the VIC. This Calendar is downloadable from the Goulburn Australia website.
- Attended a familiarisation tour of the Yass Valley Region as part of a Southern Tablelands Steering Committee initiative. This broadens staff awareness of the region, providing first-hand experience and knowledge when marketing the wider region to the general public.
- Compiled the School Holiday “What’s Open” Brochure to inform customers of attraction opening hours during this period.
- A total of 57 event listings were created on the Goulburn Australia website throughout July 2023.
- The Goulburn Australia website witnessed a 5.76% decrease in visitation when comparing sessions from July to June in 2023 with 580 less sessions as of the 29th July. For context 9,487 sessions were witnessed in July 2023. *(A session being the period of time a user is actively engaged with any page on the website).*
- The website also witnessed a decrease year on year when comparing sessions from July 2023 to 2022. July 2023 had 423 less sessions, a decrease of 4.27% when compared to 2022.
- Below are some of the recent quotes taken from our VIC Guest Book:
 - *Great Service, Very Informative! Chris & Ann – TOWNSVILLE QLD*
 - *Got some information on things to see, we will be back. – Cain Family – BUSBY NSW*
 - *Wonderful & Helpful staff, a credit to Goulburn. – Jane G. EAST GIPPSLAND VIC*

POSTCODES COLLECTED AT VIC	July 2023
Local Residents	78
New South Wales	151
Victoria	87
Queensland	47
South Australia	18
Northern Territory	0
Australian Capital Territory	45
Western Australia	8
Tasmania	2
Overseas/International	22

WALK-IN VISITORS DOOR STATISTICS - JULY			
	2022	2023	VARIANCE
Month to date Walk-in Visitors	2,684	2,469	-215 -8.0%
Year to date Walk-in Visitors	17,815	16,962	-853 -4.8%

Corporate & Community Services

5.2 Museums

Volunteer News

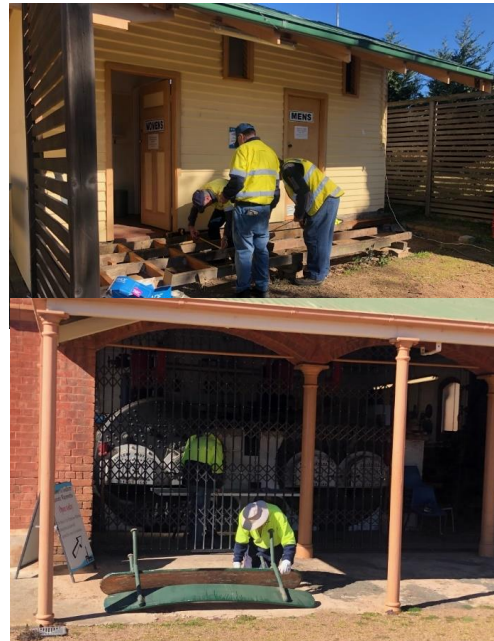
Rocky Hill Volunteers

Rocky Hill welcomed a new volunteer this month, Kevin Driscoll. Kevin has a military and research background and will be working on research to detail the history of Howitzer guns, in particular, the two guns at Rocky Hill.

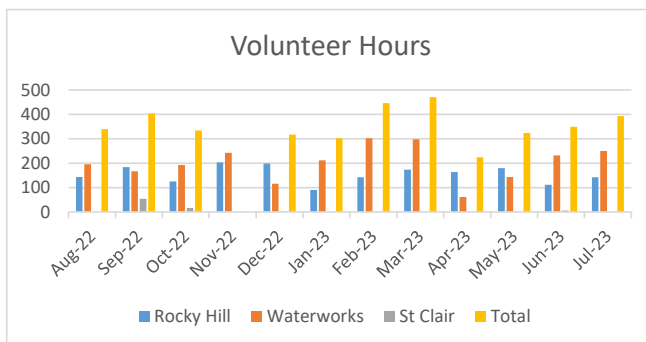
Waterworks volunteers

Waterworks volunteers have been busy upgrading the decking outside the toilets of the Café. They have also begun work stripping back and re-painting the benches from the front of the Pumphouse.

Photos show Peter, Murray and Bryan hard at work on the deck, and Ian busy with the first of two benches.



Museums Volunteer hours



Corporate & Community Services

Rocky Hill

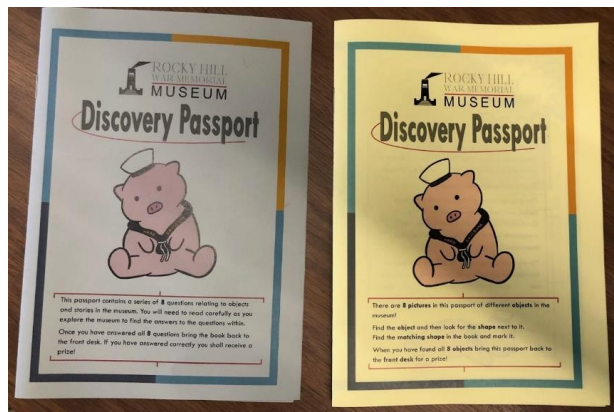
Discovery Passports

The discovery passports are finalised and were available for our younger visitors during the July school holidays. There are two versions of the passport designed for different age groups. They provide a meaningful opportunity for children and their parents or carers to interact with the exhibition on a different level, and who wouldn't want to leave with an adorable Pig Overboard sticker to reward their efforts!

Children's Space

The activities provided in the Cottage Museum children's space are being well utilised, with some lovely colouring and origami appearing on the whiteboard.

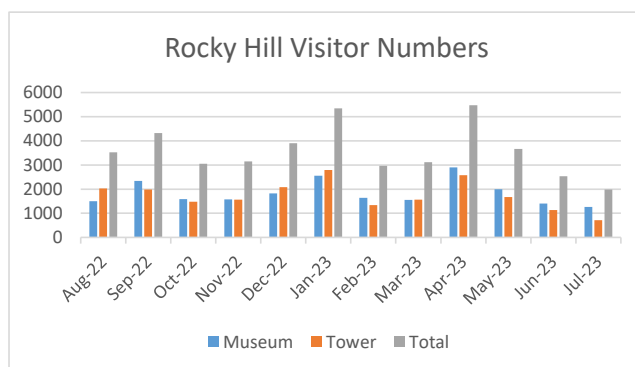
We love to see our younger visitors engaging with the museum and we also love it when they leave their work behind for others to see and enjoy!



Rocky Hill Visitor Numbers

The July school holidays saw an increase in visitors to the Museum and Tower with people coming from all States except the Northern Territory.

We welcomed overseas visitors from South Africa, Fiji, NZ, India, and Chile and had no booked tours this month, most likely due to winter and colder weather.



Corporate & Community Services

Rocky Hill Visitor Book Comments August 2022

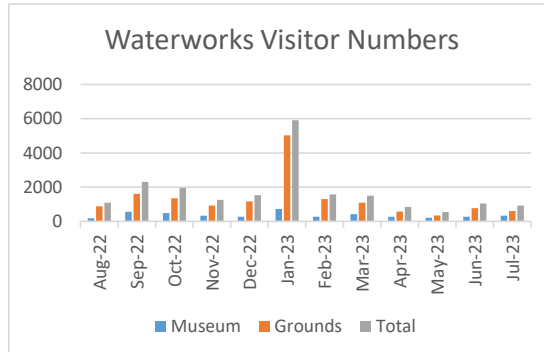
Visiting From (state or country)	Comments
WA	<i>Fascinating - especially about the history of Kenmore!!!</i>
ACT	<i>Best regional war museum we've visited. Excellent collection</i>
NSW	<i>Very thoughtful museum. Father was in Air Force - Sunderlands[?]. Very friendly & helpful staff</i>
QLD	<i>Lovely history, monument</i>
NSW	<i>A very well put together display - thank you</i>
NSW	<i>Crazy to see the realities of war these young men and women faced</i>
QLD	<i>Very informative, sad</i>
Malaysia	<i>Good place</i>
NSW	<i>Great displays. Grandchildren loved it!</i>
NSW	<i>Beautifully displayed museum</i>
NSW	<i>Friendly staff and lovely place to visit and know about past history</i>
VIC	<i>Great staff</i>
NSW	<i>Very informative & great for kids!</i>
NSW	<i>Respectful & informative</i>

Goulburn Historic Waterworks

Waterworks Visitor Numbers

The Waterworks welcomed a larger number of visitors to the site than last month, with the school holidays encouraging people to visit. Visitors seem to be enjoying and utilising the new path to the jetty. We welcomed visitors from all States except the NT, and international visitors from Brazil, Honk Kong and NZ.

We had no booked tours, most likely due to winter and colder weather.



Corporate & Community Services

Waterworks Visitor Book Comments July 2022

Visiting From (state or country)	Comments
NSW	<i>Mark was very knowledgeable - He kept Grant happy for an hour and was able to answer all his questions.</i>
ACT	<i>Fantastic Tour. Mark was amazingly knowledgeable about the Waterworks. Look forward to returning.</i>
QLD	<i>Fantastic + very impressive piece of engineering and great tour from Bryan.</i>
NSW	<i>Amazing to see! Our Tour guide was extremely patient about the steam engines. So glad we popped in.</i>
TAS	<i>Very interesting, great guide thank you very much?! :)</i>
VIC	<i>Amazing! Bryan very knowledgeable!</i>
Rio, Brazil	<i>Amazing beauty</i>
Christchurch, NZ	<i>Beautiful - must come back</i>
	<i>Thank you I like the lizard, engine, and the RING RING RING.</i>
QLD	<i>Great trip down memory lane – thanks-formally Gln</i>
ACT/Sri Lanka	<i>Thank you, Stuart, for the great introductory, very informative</i>

St Clair Villa

Conservation update

Stage One conservation works are now complete. Tender preparations are underway for the Salt Attack and Rising Damp work, funded through a combination of grant funding and Council contributions in the 2023/24 budget.

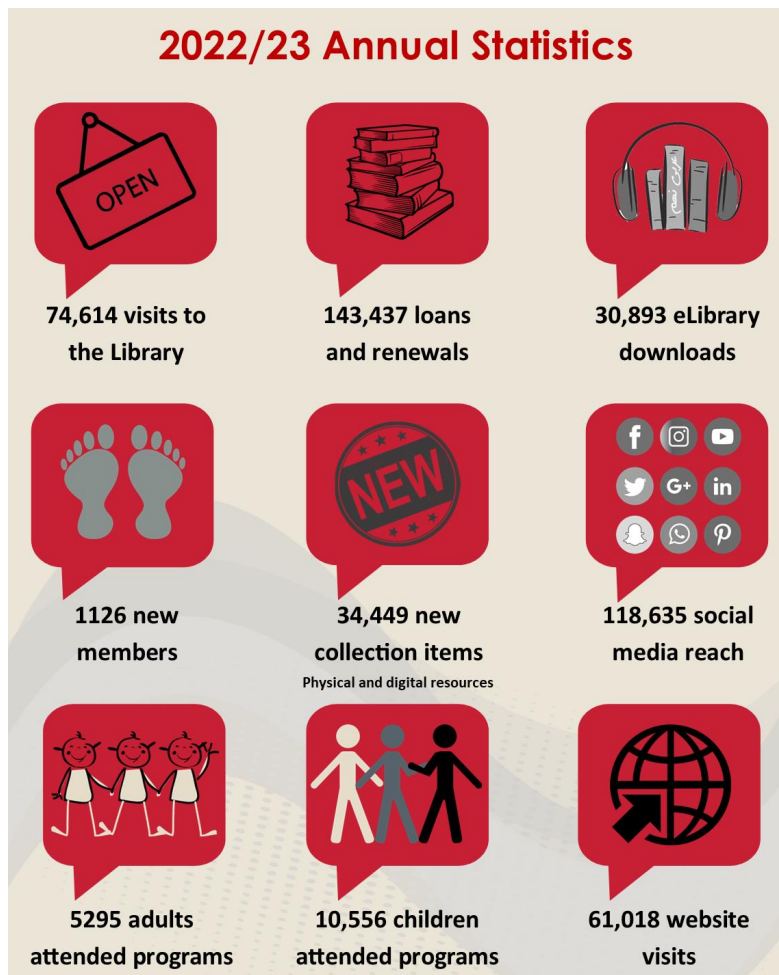
Discussions are ongoing with History Goulburn regarding their return to St Clair, and staff have started to develop a new lease for their leasing of St Clair. The former lease was developed in 1996, so a new lease will be developed taking into account the significant works that have been undertaken and considering ongoing and future works that could impact the lease.

Corporate & Community Services

5.3 Library

Monthly Statistics

Activity	May 2023	June 2023	July 2023
Loans and renewals main library and web	9855	9200	9081
Loans and renewals eBook, eAudio, eMagazine	2569	2618	2920
TOTAL loans and renewals	12424	11818	12,001
New physical collection items received	360	439	295
New electronic collection items received	2632	2403	8205
TOTAL new collection items received	2992	2842	8500
Visitors	7321	7241	6842
Internet sessions	759	650	624
New members	98	107	126
Local studies enquiries	35	23	29
Children’s programs attendance	532	989	809
Adult’s programs attendance	178	233	194
Social media reach (Facebook & Instagram)	-	-	18,239



Corporate & Community Services

Thanks and Feedback

"Thanks to the Library for another fantastic author event, and to Brad Guy for sharing his inspirational journey."

"So much chocolatey goodness fun! Thanks again Goulburn Mulwaree Library; you guys are the best!"

"More wonderment from the great folks at Goulburn Mulwaree Library!"

"I wanted to give special thanks to the team for doing such an amazing job running Rhyme Time, and all the things you do in the Library."

Library Activities

- The Library celebrated NAIDOC Week with our NAIDOC Family Day, which included a smoking ceremony and Indigenous storytelling, songs, and crafts led by locals Muffy Hedges and Alfie Walker.



Muffy Hedges and Alfie Walker celebrating NAIDOC in the Library

- The July school holidays were a hive of fun and educational sessions for children and families including a baby-led weaning workshop, wombat stew story walk, knitting workshops with the Goulburn Knitters Guild, World Chocolate Day party, and creating a cardboard town in the children's room. 180 children attended the school holiday activities.

Corporate & Community Services



School Holidays in the Library

- The 2023 Mighty Playwrights program is running smoothly, with 6 young writers half-way through their mentoring program. Our second group workshop was held during the school holidays, discussing themes, character motivation, and endings. The workshop will help the young writers improve their literacy skills and develop stronger stories.
- The Library welcomed the Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) in July for a special workshop on tracing Indigenous Family History. Indigenous Family History research is often very complicated and difficult due to the displacement of Aboriginal families and the lack of accurate record-keeping. A small group of researchers were thrilled with the opportunity to learn from the experts in this field.
- The Library launched two new after-school programs for term 3 - Jedi Academy and Bookworms. Jedi Academy is a STEM learning program for primary school students, and Bookworms is a fun and engaging book club for beginner readers, 5-7 years of age. Both programs are fully booked and progressing well.
- Our adults programs and services also received a boost in July with the launch of a new JP community desk and Craft Canapes program. Our JP Community Desk, staffed by local volunteers, provides free JP services on the 1st and 3rd Monday of each month. This much-needed service has been requested many times by community members over the last several years, and we're very grateful to our volunteers who have enabled us to run this highly sought-after service.

Corporate & Community Services



Some of the Library's new JP volunteers

- Craft canapes is a fun weekly craft program for adults to come together and learn new skills in a friendly environment. One participant of the program has reported that coming to the Library each week has helped reduce her social anxiety and enabled her to feel comfortable leaving the house for the first time in many years.
- The Library's new Q Space for youth ran for the second time in July, with a small group of young people coming along to enjoy the activities and make connections. Q Space provides a safe and welcoming space for young members of our LGBTQIA+ community to come together. Sessions will run monthly, and future sessions will include special guests, craft and quizzes, and other engaging projects.
- The Library's digital magazine collection switched from Libby to Borrow Box in July, with the cessation of the NSW PLA South East Zone subscription to OverDrive. Borrow Box provides an excellent curated collection of Australian and international digital magazines, available to be accessed electronically on any device.
- The Library's local studies team have commenced working on the development of a thesaurus of key terms for the Library's Archives collection. The thesaurus will assist in cataloguing physical and digital archival materials into the Library's online catalogue, enhancing the discoverability of the Library's unique historical collections.

Corporate & Community Services

Sharon Williams

British author Kate Thompson has paid tribute to Goulburn resident and lifelong Library member, Sharon Williams, in the foreword of her upcoming reprint of the publication, *The Little Wartime Library*:

*One of the biggest privileges of having your books published in other countries is getting responses from readers overseas. I've always had a soft spot for warm-hearted Aussies and Kiwis, ever since travelling to both countries before settling to live and work in Sydney for two years. I know from working on women's magazines out there, that you are true bibliophiles. This was brought home to me after *The Little Wartime Library* came out down under.*

There were so many joyful responses from book lovers, librarians, book shop owners and reading groups and for that I say thank-you. None tugged at my heart strings more than this.

*After publication of *The Little Wartime Library*, I received an email from the Adult Programs Coordinator at Goulburn Mulwaree Library, sharing the sad news of the death of one of her regular patrons, Sharon Williams.*

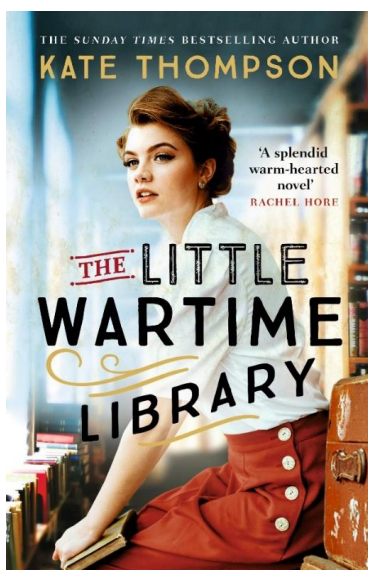
Sharon was a member of the library's Book Club and a huge supporter of the library, in particular their Read & Connect Book Kits. She often commented on the importance of social connection that was made possible thanks to the library, particularly during periods of lockdown.

Sharon shared my author's note with a staff member at the library, as a way of thanking the librarian for always going above and beyond. Tragically, she later she died after a battle with cancer. Her death has left a hole not only in her family and friends' life, but also in the daily rhythms of the library she cherished. Because that's how important the relationship is between librarians and their patrons. In cases like this, it's special. It matters.

Sharon – like millions of other people around the world – understood that a library is the only place you can go from cradle to grave that is free, safe, democratic and no one will try to flog you anything. You don't have to part with a penny to travel the world. It's the heartbeat of a community, offering precious resources to people in need. It's a place just to be, to dream and to escape - with books.

So, here's to the wonderful, meaningful life of Sharon and all the librarians around the world.

Thankyou.



Corporate & Community Services

5.4 Art Gallery

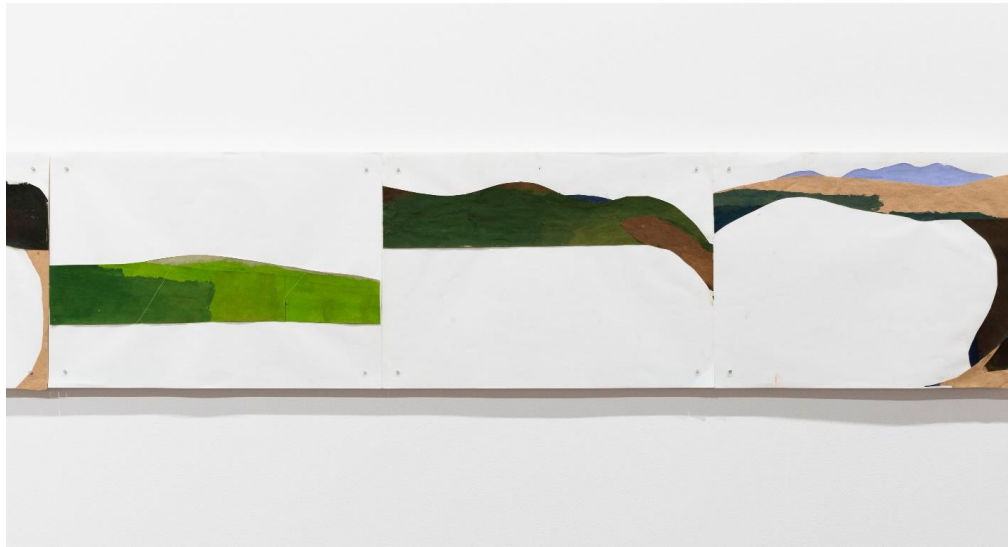


Image credit: installation view Jenny Bell *Life Forms* curated by Anne Saunders featuring Jenny Bell, *Lake George (detail)*, 2010, gouache on paper cut outs mounted on gaterboard, courtesy of the Artist. Photograph: Silversalt Photography.

HIGHLIGHTS

- The Gallery has supported 36 artists in 2023 to date.
- Instagram is now at 4,884 followers.
- The Gallery has produced a new publication in line with the current exhibition Jenny Bell 'Life Forms' featuring a foreword text by Gallery Director and essay by curator Anne Sanders. It is a beautiful, lasting result of this important exhibition which celebrates the work of local artist and regenerative farmer Jenny Bell. It continues the Gallery's dedication to producing original exhibitions and supporting academic study and writing about art.
- The Gallery has continued to show three exciting and pertinent exhibitions: Jenny Bell's solo exhibition *Life Forms*, curated by Anne Sanders, Gallery 2 featuring Nicci Haynes' multimedia installation *Incidental TV*, and *The Window* curated by Goulburn local Heni Pearson. These have resonated with audiences and triggered diverse programs centred on technology, community, artmaking, poetry, conversation, environmentalism, and regenerative farming.
- The Gallery is currently completing a collection valuation project of the permanent collection, engaging an external company to develop updated market and insurance valuations for each work of art which are supported with research. This has been a major project which was last undertaken in 2008. The valuers have analysed the Gallery's collection database, digital images and viewing works of art in person. Project is set to conclude August 2023.
- The Gallery approaches the next phase of designing and developing a new gallery space within the existing footprint – Gallery 3. The design stage is complete and the building will commence in mid-August. Proudly funded by the NSW Government in association with Goulburn Mulwaree Council.

Corporate & Community Services

EXHIBITIONS ON TOUR

The Gallery’s exhibition Barbara Cleveland *Thinking Business* commenced touring nationally since July 2021 through Museums and Galleries NSW. This tour will come to a conclusion in September 2023 at Goldfields Arts Centre, WA. This tour has been funded by the Australia Council for the Arts.

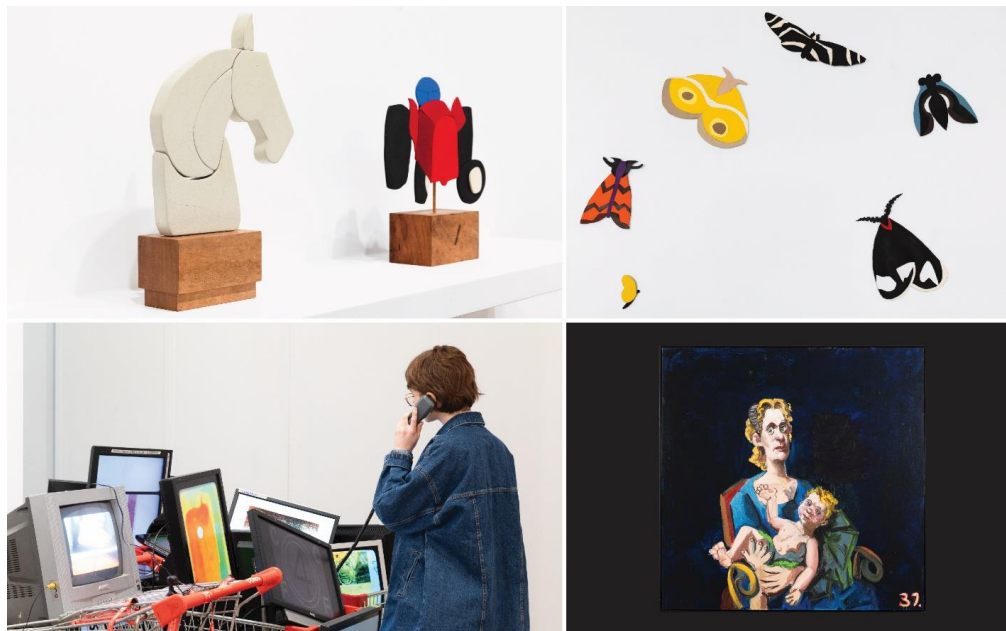


Image credit: Installation view Jenny Bell *Life Forms* at Goulburn Regional Art Gallery featuring *Study for Horse No 2*, 2017-2018, acrylic paint and Hoop Pine plywood on stringy bark plinth, courtesy Private Collection and Jenny Bell, *Tractor No 2*, 2021, vinyl paint, steel, Hoop Pine plywood on Jarrah plinth, Goulburn Regional Art Gallery Permanent Collection. Donated through the Australian Government’s Cultural Gifts Program by Jenny Bell 2021. Photograph: Silversalt Photography. Jenny Bell, *Buttermoths* (detail), 2023, courtesy the artist and Australian Galleries. Installation view Nicci Haynes, *Incidental TV*, Gallery 2, photo by Silversalt Photography. Installation view The Window at Goulburn Regional Art Gallery curated by Heni Pearson featuring McLean Edwards, *Mother and Child #2*, 2011, Donated through the Australian Government’s Cultural Gifts Program in 2012 by Mclean Edwards.

EXHIBITIONS

- Jenny Bell’s solo exhibition *Life Forms* curated by Anne Sanders continues until Saturday, 5 August. The exhibition explores the 40 year practice of Goulburn’s local artist and regenerative sheep farmer Jenny Bell, highlighting works on paper, paintings and relief sculpture.
- Nicci Haynes’ Gallery 2 exhibition *Incidental TV* continues until Saturday, 5 August. The exhibition showcases an installation made from found tv monitors and shopping trolleys, reflective of the found or disposed object, and points to concepts of waste, chance and the moving image.
- The Window, curated by Heni Pearson continues until Saturday, 5 August. Inspired by her experience working with migrant families travelling to Australia, particularly single mothers, Heni selected a single work by McLean Edwards, *Mother and Child #2*, expressive of the struggle and triumph of motherhood.

UPCOMING EXHIBITIONS 6 October 2023 – 18 November 2023

- Lisa Sammut, *Radial Sign*
- Prue Hazelgrove, *The way You are*. in Gallery 2
- The Window curated by Kerry McInnis

Corporate & Community Services

PUBLIC PROGRAMS

14/07/2023	Heni Pearson 2x Zumba Sessions for kids within Jenny Bell’s ‘Life Forms’ and The Window exhibition
14/07/2023	Virtual exhibition tour – Jenny Bell ‘Life Forms’ video for Instagram and Facebook
21/07/2023	Panel conversation led by Anne Sanders on Regenerative Farming and Creative Practices with Jenny Bell, Marin Royds and Pheobe Cowdery
22/7/2023	Nicci Haynes Gallery 2 video activation Instagram and Facebook
28/07/2023	STARTS Mobile Office

PERMANENT COLLECTION

Cultural Gifts Program paperwork has been submitted to the Office for the Arts for a donation of an artwork by contemporary artist Maria Fernanda Cardoso – awaiting outcome. Cultural Gifts Program paperwork has also been submitted for donations of an artwork by Arlo Mountford, Rodney Pople and Ildiko Kovacs.

EDUCATION

5 July	Painting Farm Animals with Sally
11 July	Polymer clay workshop with Youth Services run by Mikaela Nicholson
13 July	Buttermoths - Stop motion Animation. School holiday workshop
13 July	Drop in and Draw
14 July	Heni Hardi Zumba for Kids
18 July	Art Teenies, Macramé workshop for adults
21 July	Bonnie Porter-Greene workshop for High School students
19, 20, 21 July	Afternoon Art Club
25 July	Art Teenies, Macramé workshop for adults
26, 27, 28	Afternoon Art Club
27 July	Lady McKell Preschool tour and activity; Drop and Draw

Art Teenies

Art Teenies is a free Gallery program which is delivered every Tuesday morning during exhibitions catering for under 5 year olds and their parent. The sessions were inspired by the current exhibition *Jenny Bell Life Forms* referencing farm animals and colourful ‘Buttermoths’.

ADULT WORKSHOPS

Drop in and Draw The Gallery’s Thursday afternoon session of sketching for adults in the Gallery Studio was held for two weeks in July, inspired by Jenny Bell’s farm related themes.

Macramé workshops for adults, run by Debbie Lowe, are being held over three Tuesday evenings. They cater for beginners and participants are making either a pot plant holder or a hat hanger.



Corporate & Community Services

Afternoon Art Club

Afternoon Art Club is a nine-week program which is delivered during school terms on Wednesdays and Thursdays for Primary School aged children and Fridays for High School students. Term 3 workshops are based on the current exhibition *Jenny Bell Life Forms*. Bookings for term 3 are full with a waitlist.

Tours

Throughout July the Gallery hosted School public tours of the exhibitions *Jenny Bell Life Forms* and Nicci Haynes. Lady McKell Preschool brought a group of 4 to 5 year olds and engaged in an educational tour and a drawing activity.

School holiday workshops The Gallery held four workshops during the July school holidays – Painting Farm Animals with Sally, Stop Motion Animation and two Zumba sessions for Kids with Heni Pearson.

Youth

The Art Gallery co-hosted a Polymer clay workshop with Youth Services led by Mikaela Nicholson to great success.

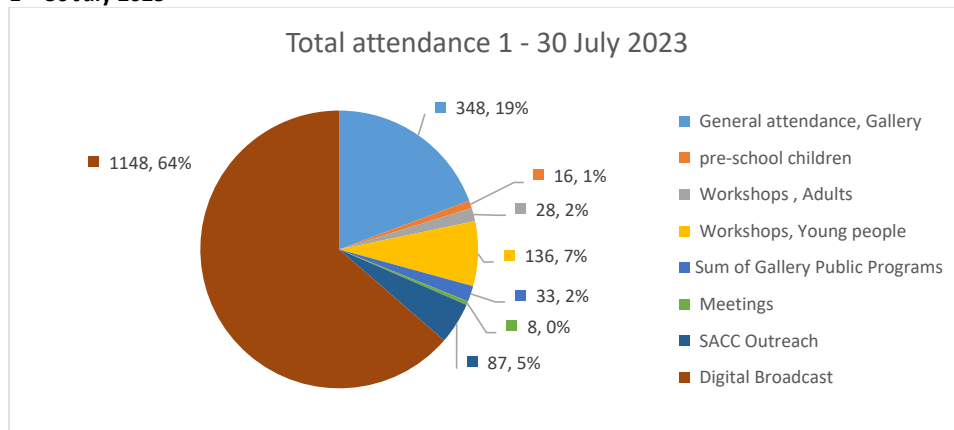


Schools as Community Centres (SaCC)

This month Outreach Playgroups returned from school holiday break to continue exploring different textures through their art. They drew birds with smooth silking paint pens and created branches using lumpy material. They then squeegee painted abstracts. These art pieces encouraged many discussions and shared ideas from the children.

ATTENDANCE:

1 - 30 July 2023



Corporate & Community Services

FEEDBACK

'Great to see this retrospective of your work Jenny – and love the beautiful 'Life forms'.

'Well done.' Enjoyed the pieces – unusual and dynamic. TV's how crazy, interesting a reminder of change. Well Done'.

'Absolutely fab show'.

'Thanks so much Jenny. A fabulous show – great to see you again and recall our years at NAS'.

'Great show Jenny, the genie is out of the bag!'

'Superb exhibition! Always inspired by your work and your deep-thinking Jenny....and your explosively brilliant new work – congratulations and thanks'.

'Jenny Bell's exhibition is inspiring. So conducive to seeing beneath the surface of things'.



Image credit: artist Jenny Bell, curator Anne Sanders, regenerative farmer Martin Royds and Creative Director of The Corridor Project Phoebe Cowdery at the public program Panel Conversation on Regenerative Practices at Goulburn Regional Art Gallery featuring Jenny Bell, *Life Forms*, courtesy the artist and Australian Galleries.



GOULBURN MULWAREE COUNCIL

Utilities Directorate Report



July 2023

One Team Delivering With
Passion Respect Innovation Dedication Excellence



Table of Contents

1.0 Water Services Operational Performance 3

1.1 Water Performance..... 3

 1.1.1 Goulburn Storages..... 3

 1.1.2 Consumption 3

 1.1.3 Water Quality 3

2.0 Wastewater Performance..... 4

 2.1.1 Wastewater Volume Treated Goulburn 4

 2.1.2 Effluent Quality 4

3.0 Major Projects 5

3.1 Re-Use Scheme Irrigation Construction..... 5

3.2 Re-Use Goulburn Upgrade 6

3.3 Capital Works – Water Infrastructure 8

3.4 Capital Works – Sewer Infrastructure..... 9

3.5 Goulburn St SPS Upgrade Marulan 10

3.6 Common Street Sewer Main Works 11

4.0 Waste and Recycling Initiatives 12

4.1 Goulburn Waste Management Centre Streams Received 12

1.0 Water Services Operational Performance

1.1 Water Performance

1.1.1 Goulburn Storages

The following table shows the status of the water storages as of 31 July 2023:

Storage	Capacity (ML)	Depth (m) TWL	Volume		Estimated Dead Storage		Usable Storage	
			(ML)	(%)	(ML)	(%)	(ML)	(%)
Pejar	9000	0.015	9022	100	90	1	8932	99.0
Sooley	6250	-0.308	5758	92	300	5	5005	86.9
Rossi	330	0.14	356	100	100	30	256	71.9
Total	15580		15135	97.1	490	3.1	14645	94.0

1.1.2 Consumption

July 2023:

Location	Total Consumption (ML)	Daily Average (ML)
Goulburn	233	7.78
Marulan	7.7	0.26

1.1.3 Water Quality

Raw Water Quality

Raw water quality remained relatively unchanged in both Goulburn and Marulan during July 2023.

Reticulated Water Quality

Some critical aesthetic drinking water results taken from samples in the reticulation system in July 2023:

Parameter	Unit	Guideline Value Aesthetic	Guideline Value Health	Goulburn Drinking Water Quality	Marulan Drinking Water Quality
Colour (true)	HU	15	N/A	0	2
Iron	mg/L	0.3	N/A	*	*
Manganese	mg/L	0.1	0.5	*	*
pH		6.5-8.5	N/A	7.88	7.85
Turbidity	NTU	5	N/A	0.6	0.4
Hardness	mg/L	200	N/A	*	*
Aluminum	mg/L	0.2	N/A	*	*

*ALS laboratory are having technical issues and have provided a preliminary report only, Parameters marked * remain outstanding.

2.0 Wastewater Performance

2.1.1 Wastewater Volume Treated Goulburn

July 2023:

Treated Effluent	Volume (ML)
Total wastewater inflow	190.75
Irrigation and onsite reuse	36.41
River discharge (Screening and UV treatment only)	0.00
River discharge (Full treatment)	154.20

2.1.2 Effluent Quality

July 2023:

Parameter	Unit	90 Percentile Concentration Licence Limit	Goulburn Effluent Quality
pH		6.5-8.5	7.91
Suspended solids	mg/L	15	2
Ammonia	mg/L	2	2
Total nitrogen	mg/L	10	12.4
Total phosphorus	mg/L	0.3	0.12
Oil and Grease	mg/L	10	0



The non-compliance in the Total Nitrogen results was due to the return of supernatant (wasted) water from the sludge lagoon being dewatered. A procedure will be developed to ensure this is managed more effectively in the plant.

3.0 Major Projects

3.1 Re-Use Scheme Irrigation Construction

The project comprises of a distribution system incorporating new and existing pipelines, new or upgraded irrigation systems at seven sites, including, pump stations, storage tanks, and telemetry system to allow central monitoring and control of the irrigation systems. Irrigation sites included are Hudson Oval, North Park, Victoria Park, Carr Confoy, East Grove South, Recreation Area, and Goulburn District Racetrack.

Project Program

Project Item	Status/Comments
<p>Construction of Irrigation fields, reticulation, WWTP modification, and communications</p>	<ul style="list-style-type: none"> • Reticulation complete • Irrigation on all fields complete • WWTP Modifications ongoing
<p>Budget</p>	<ul style="list-style-type: none"> • Overall Project: \$10,800,000
<p>Delays</p>	<ul style="list-style-type: none"> • Wet Weather effects on Construction • Covid 19 delays
	

3.2 Re-Use Goulburn Upgrade




Description

Construction commenced in November 2021 at the Waste Management Centre. The Construction consists of the following:

- New Re-use Hub building
- New Resource Recovery Shed
- New site office facilities & education centre
- Additional weighbridge
- New operational vehicle wash bay
- New rainwater and leachate management systems
- Upgraded site utilities.
- Upgraded stormwater network.

Project Item	Status/Comments
<p>Construction</p>	<p>Project Status</p> <ul style="list-style-type: none"> • Main slab complete • Preparation for kerb and Gutter underway • Utilities are currently underway. • Early stage landscaping underway. • Rectification of Hub Building steel complete awaiting certification • Tenders for electrical, mechanical, communications, CCTV, Roofing and cladding are closed. • Stormwater infrastructure on bottom slab complete • Weighbridge slab underway • Block wall Underway • Stormwater bund underway <p>Works Expected for Next Two Months</p> <ul style="list-style-type: none"> • Procurement of main trades for building works • Weighbridge complete • Erection of steel on main building to commence. • Commence plumbing rectifications and complete all-in ground services. • Reuse hub car park and landscaping works to commence. • Installation of leachate infrastructure completed



Goulburn Mulwaree Utilities

<p>Budget</p>	<ul style="list-style-type: none">• Contract Value: \$6,000,000
<p>Delays</p>	<ul style="list-style-type: none">• Wet Weather delays on construction• Ground conditions, waste excavation• Principal contractor going into administration.
	
	

3.3 Capital Works – Water Infrastructure

Project Item	Status/Comments
<p>Construction</p>	<p>Killard Infrastructure have commenced the design for the following streets for this financial year</p> <ul style="list-style-type: none"> • Fitzroy Street • Clifford Street • Hume Street
<p>Budget</p>	<ul style="list-style-type: none"> • Contract Value: \$1,000,000.00
<p>Delays</p>	<ul style="list-style-type: none"> • No Delays
	

3.4 Capital Works – Sewer Infrastructure


Project Item	Status/Comments
<p>Construction</p>	<p>Insituform has started the sewer relining work for the 23/24 financial year (Remaining condition 4&5).</p>
<p>Budget</p>	<ul style="list-style-type: none"> Contract Value: \$1,000,000
<p>Delays</p>	<ul style="list-style-type: none"> Nil
	

3.5 Goulburn St SPS Upgrade Marulan

Project Item	Status/Comments
<p align="center">Construction</p>	<p>Design and construction of a new sewer pump station and rising main at the corner of Goulburn St and Portland Ave in Marulan.</p> <p>Keane Civil are 100% complete with the final design and have now completed the construction of the pump station wet well. The new receiving MH for the SPS is completed as well, lids were poured and finished. Once the form work is stripped, the valve chamber will be completed, and the internal electrical and telemetry works will commence.</p> <p>Project is on track for commissioning in approximately two months.</p>
<p align="center">Budget</p>	<ul style="list-style-type: none"> Contract Value: \$942,881.50
<p align="center">Delays</p>	<p>Nil</p>



3.6 Common Street Sewer Main Works

Project Item	Status/Comments
<p align="center">Construction</p>	<p>Keane Civil have established on site and have completed a large portion of the works already.</p> <p>There were some difficulties with ground conditions, including rock, and wet ground, but Keane have managed these issues extremely well and are looking to finalise all major civil works within the next week or two, after which we will be looking to do final inspections and review all QA documentation submitted.</p> <p>Keane Civil plan to complete all works by September 2023.</p>
<p align="center">Budget</p>	<ul style="list-style-type: none"> Contract Value: \$432,414.50
<p align="center">Delays</p>	<ul style="list-style-type: none"> Rock excavation was encountered for a small length of Line 01.
	

4.0 Waste and Recycling Initiatives

4.1 Goulburn Waste Management Centre Streams Received

July 2023

Product	Number/Tonnes
Mattress	126
Clean Fill	2888.8
Food / Garden Organics (self-haul to centre)	8.10
Mixed Waste	237.88
Asbestos	9.66
Metal	11.4
Green Waste Collections (Council)	116.76
Commercial Waste Collections (Council)	300.70
Domestic Waste Collections (Council)	424.49
Large Street Sweeper (Council)	109.60
Residual Waste from Endeavour Industries (waste collected in recycling bins and not recycled)	53.74

16.17 COMMUNITY CENTRE WORKING PARTY MEETING NOTES

Author: Director Corporate & Community Services

Authoriser: Aaron Johansson, Chief Executive Officer

Attachments: 1. Meeting Notes Community Centre Working Party 25th July 2023 [↓](#)



Link to Community Strategic Plan:	27. Our Civic Leadership CL3 Collaborate and cooperate to achieve efficiencies and a greater voice in regional decision-making, and encourage similar cooperation across other sectors and community groups.
Cost to Council:	There are no financial implications for this report
Use of Reserve Funds:	Nil

RECOMMENDATION

That the report from the Director Corporate & Community Services in relation to the Goulburn Community Centre Working Party Meeting Notes for the meeting held on 25th July 2023 be received.

REPORT

Please find attached the meeting notes from the Goulburn Community Centre Working Party Meeting held on 25th July 2023. There were no issues from this Working Group that require a Council endorsement.



**Goulburn Community Centre Working Party
Working Party Discussion Items & Action List**

Meeting Details

Tuesday 25th July 2023 commencing at 5pm
Goulburn Mulwaree Council Chambers, Civic Centre, 184 Bourke Street, Goulburn

1. Attendees

Mayor Cr Peter Walker, Cr Carol James, Brendan Hollands, Lorraine Emerton, Jim Styles, Jacki Waugh, Ray Shiel and Alan Whitten.

Also present: Scott Martin, Joe O’Neill and Sue O’Neill

2. Apologies

George Angelis

3. Previous Actions – Update on Outstanding Items

Nil

4. Items Discussed

- Scott Martin provided an overview of the site and possible building envelope.
- Brief discussion on ideas for a new Centre. Ray Shiel provided a concept plan.
- Other potential sites discussed again but were deemed unsuitable for varying reasons (details to be provided in final report).
- Affordability discussed, it was agreed that the project is a long-term one, potentially 8 plus years in the future (consideration be given to creating a reserve for the project through annual budget allocation).
- Immediate attention be given to rectifying permissibility issues at 2 Bourke Street. Also determine estimate of costs (access, disabled toilets, fire etc.) triggered by a DA.
- Investigations into economic factors for location of current Community Centre. Cost of upgrade works if at Clinton Street. Also, assessment of rental income at Clinton Street as compared to rental expense at Auburn Street.
- Next meeting to be held at the end of September 2023 to consider draft report.
- Aim is to have the final report to Council in October 2023.

Action List

No	Description	Responsible Person	Target Date	Completion Date
1	Draft report to Committee	Brendan Hollands	September 2023	September 2023
2	Final report to Council	Brendan Hollands & George Angelis	4 th October 2023	17 th October 2023 (Council Meeting)

Meeting closed: 7.05pm

The next Meeting will be held in late September 2023 and is yet to be scheduled.

17 CLOSED SESSION

Council must resolve to move into Closed Session to deal with any items under s10 *Local Government Act 1993*.

RECOMMENDATION

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 10A(2) of the Local Government Act 1993:

17.1 Minutes of the Chief Executive Officer Performance Review Panel Meeting held on 13 July 2023

This matter is considered to be confidential under Section 10A(2) - a of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with personnel matters concerning particular individuals (other than councillors).

17.2 2023/24 Chief Executive Officer's Performance Agreement

This matter is considered to be confidential under Section 10A(2) - a of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with personnel matters concerning particular individuals (other than councillors).

18 CONCLUSION OF THE MEETING

The Mayor will close the meeting.