



# Ordinary Meeting of Council

12 June 2024

**UNDER SEPARATE COVER  
ATTACHMENTS  
ITEMS 9.6 TO 13.1**

**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
ORDINARY MEETING OF COUNCIL**

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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 9.6 DRAFT RESTRICTED FUNDS POLICY - PUBLIC EXHIBITION  
FEEDBACK

ATTACHMENT 1 DRAFT RESTRICTED FUNDS POLICY



# Restricted Funds Policy

## Draft

<b>Date policy was adopted:</b>		<b>GM Signature and date</b>
<b>Resolution number:</b>		
<b>Next Policy review date:</b>		
<b>Reference number:</b>	43.6.5-01	
<b>Strategic Pillar</b>	Organisation Capability	
<b>Responsible Branch</b>	Finance	DD/MM/YYYY

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RESTRICTED FUNDS POLICY

**1 OUTCOMES**

- 1.1 Council receives income from various sources and the purpose of this policy is to establish what funds shall be placed into Council's reserves and the purposes for which those reserved funds shall be applied.
- 1.2 The objective of this policy is to detail what funds Council should be setting aside funding for and the desired level of funding to be set aside. The policy also details the rationale for the creation of each of Council's internal reserves to hold internally restricted funds.

**2 SCOPE OF THE POLICY**

- 2.1 The scope of this policy applies to all council cash and investments.

**3 ROLES AND RESPONSIBILITIES**

- 3.1 Council – Adopt effective financial management policies that protect Council's long term financial sustainability. Review and adopt cash reserve balances and variations to cash reserve use in line with existing restrictions on cash use and future funding requirements.
- 3.2 General Manager – Implementation of this policy.
- 3.3 Directors – Oversight of budgets including funding sources consistent with this policy.
- 3.4 Chief Financial Officer – ensure budget managers, finance team and Directors are familiar with this policy, monitor compliance and maintain effective financial management. Provide recommendations on cash reserve balances and variations to councillors to enable council to fulfill its responsibility for financial management.
- 3.5 Budget Managers – develop and oversee respective business unit budgets including funding sources consistent with this policy.
- 3.6 Finance team – support budget managers to develop their respective budget and ensure reserves are used as a funding source as prescribed by the policy. Reconcile and report monthly cash and reserve balances.
- 3.7 Audit, Risk and Improvement Committee (ARIC) – provide independent assurance about Council's governance and risk management by reviewing the financial statements and performance reporting.
- 3.8 External auditors – Audit Council's cash and reserves reported in the annual financial statements and report to Council with the annual audit. Provide a separate special audit report for the water and sewer reserve funds.

**4 DEFINITIONS**

- 4.1 Externally Restricted Funds – Restricted funds that relate to monies that are subject to external legislative or contractual obligations.
- 4.2 Internally Restricted Funds – Funds restricted by resolution of Council. Internal restrictions are developed by Council to cover commitments / obligations that are expected to arise in the future and where it is prudent for Council to hold cash in restrictions to cover those obligations.
- 4.3 Unrestricted Cash – Funds available to cover operational needs and unexpected or emergency costs.

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RESTRICTED FUNDS POLICY

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**5 POLICY**

- 5.1 Council, in the interest of good financial management will restrict funds from time-to-time to either meet external statutory obligations (such as restrictions relating to grant funding or developer contribution), or in order to set aside funding for future commitments.
- 5.2 Queanbeyan-Palerang Regional Council's restricted funds are held within four funds and spread across many areas of Council operations. Council's four funds are:
- General Fund
  - Waste Management Fund (forms part of the General Fund)
  - Water Fund
  - Sewer Fund

**6 LEGISLATIVE OBLIGATIONS AND/OR RELEVANT STANDARDS**

- S625 and S408 to S410 Local Government Act 1993
- S8B Local Government Act 1993 – the principles of sound financial management
- Local Government (General) Regulation 2005
- Local Government Code of Accounting Practice and Financial Reporting
- Australian Accounting Standards
- Crown Land Management Act 2016 No58
- Rating and Revenue Raising Manual, Department of Local Government (2007)
- Environment Planning & Assessment Act, 1979 (EP&A Act)
- Water Management Act 2000

**7 CONTENT**

- 7.1 Council will establish, utilise, and maintain the following restricted assets.

**7.2 Externally Restricted Funds**

- 7.2.1 Unspent Loans Fund – These restricted funds are loan funds borrowed for a specific project which may take more than one financial year to be completed. Funds are restricted for specific project requirements.
- 7.2.2 Developer Contributions – These are externally restricted reserves to hold the balance of contributions made by developers. They are used for:
- the provision of infrastructure,
  - the provision of services and amenities,
  - the delivery of projects in accordance with Council's developer contribution plans.
- The types of developer contribution plans are:
- section 64 (water and sewer contribution plans),
  - section 7.11 and section 7.12 fixed development plans.



RESTRICTED FUNDS POLICY

- 7.2.3 Specific Purpose Unexpended Grants and Contributions – This reserve is established to hold the balance of unexpended grant income received for a specific purpose, for example Stronger Country Community Funds. Funds are held in this reserve for the purpose of funding specific projects and cannot be diverted to other projects without authorisation from the funding body.
- 7.2.4 Crown Land Reserve – This reserve is funded from the net proceeds earned from Crown Lands from sales, leases, easements, licences, or other dealings with the land. Council, as the Crown land manager of more than one area of Crown land, may pool the net amount of the proceeds from those areas. These pooled funds may then be used for any permitted purpose specifically limited to any of the Crown land areas.
- S3.16(3) of the *Crown Land Management Act 2016 No 58* lists the following permitted purposes for which these funds can be used:
- Making improvements to the land
  - Purchasing, leasing or acquiring an easement of land under s3.28A
  - Preparing plans of management (whether under Division 3.6 or the Local Government Act 1993) or other plans (as required or permitted by the Minister under s3.41) for land managed by the Crown land manager.
  - Any other purpose referred to in s2.12 that applies to the land
- 7.2.5 Water Fund – This is an externally restricted reserve to hold the balance of surplus funds from Council Water fund operations. These funds can only be spent on Water services.
- 7.2.6 Sewer Fund – This is an externally restricted reserve to hold the balance of surplus funds from Council Sewer fund operations. These funds can only be spent on Sewer services.
- 7.2.7 Domestic Waste Management - This is an externally restricted reserve to hold the balance of surplus funds from Council Domestic Waste Management operations. The reserve balance is based on:
- An expected level of service delivery for the year; and
  - Accumulated surplus of deficit depletion
- 7.2.8 Stormwater Management Levy - This is an externally restricted reserve to hold the balance of surplus funds from Council Stormwater Management Levy operations. These funds are to be used on stormwater related projects.

**7.3 Internally Restricted funds**

- 7.3.1 Infrastructure Replacement – Council holds an infrastructure replacement reserve so that its future asset renewal investment can be aligned to its Asset Management Plans. Council will increase its infrastructure reserve over the ten-year planning period. The target is to allocate an amount equivalent to 80% of annual depreciation (less actual asset renewal) to fully fund the cost of asset renewal. This will enable an alignment between asset renewal spend with asset management plans.

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RESTRICTED FUNDS POLICY

- 7.3.2 Carry Forward Works – This reserve restricts funds for projects that are carried forward from one year to the next.
- 7.3.3 Employee Leave Entitlements – This reserve is used to hold a level of funds anticipated to cover the short to medium term liability for employee leave entitlements (ELE). The reserve amount will be reviewed annually to ensure levels are adequate to cover accrued annual and long service leave balances.

An appropriate reserve balance is to be based on current liabilities and age of employees, as follows:

- Over 60 years 100% funding of ELE
- 50 to 59 years 60% funding of ELE
- 40 to 49 years 40% funding of ELE
- 30 to 39 years 20% funding of ELE
- Under 30 years 10% funding of ELE

Council will increase its ELE reserve over the next four years to meet the proportionate liability currently estimated at \$5.8 million.

- 7.3.4 Business Waste Management (General Waste) – This reserve represents the net surplus from all other water management activities that are not related to domestic waste. These funds are to be used to maintain the waste facility services. This reserve balance, at a minimum, should cover works expected to be completed in future years.
- 7.3.5 Heritage Grant Program – An annual amount, as identified in the budget process, is allocated to this reserve to fund the Heritage grant program and the Mainstreet Upgrade fund.

The special heritage fund is available for individual landholders and community groups to be provided with grant funding to undertake conservation works on heritage properties and places. In 2021/22 and 2022/23 the program was converted to the Main Street Upgrade Fund for upgrades and maintenance of commercial buildings in the main streets of Braidwood, Bungendore and Queanbeyan. Council determines to the rules of the grant program and allocated funds to the successful applicants annually.

- 7.3.6 Deposit, Bonds & Retentions – This reserve balance reflects the Council's liability to repay deposits, retentions and bonds. Council reconciles this fund at the end of each financial year to ensure it is sufficient to cover its liabilities. Council will increase its deposits, bonds and retentions reserve over the next four years to meet the full liability, currently \$3.4 million.
- 7.3.7 Plant & Vehicle Replacement – Income from internal plant charge out rates and plant sales are held in this reserve to fund Council's plant replacement program. A minimum balance of \$2.0 million should be maintained in this reserve.



RESTRICTED FUNDS POLICY

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- 7.3.8 Property Reserve – Income from property sales is placed in this reserve to help to fund future property development or to acquire suitable property for strategic land use, infrastructure or environmental purposes.  
For example, Council used the property reserve to temporarily fund the purchase of 13 Gibraltar Street and when sold, the proceeds of sale will be refunded to this reserve.

The Property Strategy will assist in determining what projects are to be funded from this reserve.

- 7.3.9 Elections – As Council elections are normally every 4 years, Council will allocate funding to this reserve to balance the expenses over a 4-year period.
- 7.3.10 Revolving Energy Fund – A fund created in accordance with the Climate Change Action Plan 2020-2030. Through the annual budget process, Council allocates an amount to this reserve to fund energy saving projects. Council targets a minimum amount of \$50,000 each year to this reserve.
- 7.3.11 Financial Assistance Grant Advance Payment – This reserve is used to allocate the prepayment of the Financial Assistance Grant (FAG) received in the prior financial year. The reserve is used in the following year in the period when the payment was expected to be received.
- 7.3.12 Department of Education Compensation – this reserve was established to restrict funds received from the compulsory acquisition of Council assets at Bungendore. This reserve will enable Council to develop a new swimming pool and Council office in Bungendore. It will also cover associated costs, including legal costs.

#### 7.4 Unrestricted Funds

All cash and Investment balances not allocated to an external or internal restriction are considered unrestricted.

In the short term, Council should, maintain an unrestricted cash reserve of at least \$5.0 million (3% to 10% of operating expenditure) as a contingency for unplanned assets renewal/replacement due to asset failure or other unknown asset risk and to mitigate cashflow issues.

#### 7.5 Trust Funds

S411 of the Local Government Act 1993 states:

1. *All money and property received by a council in trust must be held in the council's trust fund.*
2. *Money or property held in the council's trust fund must be applied for the purposes, or in accordance with the trusts, relating to it.*

Council currently holds funds in trust for:

- Friends of the showground Trust

RESTRICTED FUNDS POLICY

- Rural Fire Service (RFS) Local Government District Bushfire Donation
- South East Weight of Loads funds administered on behalf of the member Councils

**7.6 Establishment of Cash Restrictions**

- 7.6.1 Current restrictions – external and internal restricted cash balances are reported annually in Council’s Annual Financial Statements. Throughout the financial year, balances are reconciled and reported monthly in the Investment report and quarterly in the Quarterly Budget Review Statements. A comprehensive end of year annual reconciliation is performed every year on 30 June.
- 7.6.2 Future internal restrictions – as per the Code of Accounting and Financial Reporting, any new restricted reserves will only be formed by a Council resolution and will not be established for future expenditure of less than \$100,000. Values less than this should be accommodated within the ten-year budget.

Council will be clear about:

- The purpose of the reserve
- How funds are to be accumulated in the reserve
- How the funds are to be spent, for example, through a capital works program
- Whether interest is to be applied to the internal restriction and at what rate

A review of the internal reserves that restrict funds will be undertaken annually as part of the forward budget preparation process. This process will identify projects to be funded from these restricted cash reserves.

**7.7 Interest**

Interest is applied to external reserves monthly where required by legislation. Interest is allocated to the following restricted funds:

- Developer Contributions
- Water Fund
- Sewer Fund
- Domestic Waste Management

The rate of interest is equal to the average return on Council’s investments for the month (unless another rate or methodology is required by legislation). Interest earnings are added to the balance of the reserve.

Interest is not calculated and applied to internally restricted funds.

**7.8 Borrowing from Reserves**

- 7.8.1 Borrowings from external reserves – the Local Government Act 1993 restrains and controls the way Council raises and uses money for its operations. Section 409(3) of the Act states:

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RESTRICTED FUNDS POLICY

- a) *Money that has been received as a result of the levying of a special rate or charge may not be used otherwise than for the purpose for which the rate or charge was levied, and*
- b) *Money that is subject to the provisions of this or any other Act may be used for that purpose; and*
- c) *Money that has been received from the Government or from a public authority by way of a specific purpose advance or grant may not, except with consent of the Government or public authority, be used otherwise than for that specific purpose.*

Council may be able to utilise externally restricted funds under part (a) above by way of an internal loan if it received Ministerial approval to do so in accordance with subsections 410(3) and (4) of the Act.

Section 410 (3) of the Local Government Act 1993 states:

*Money that is not yet required for the purpose for which it was received may be lent (by way of internal loan) for use by the Council for any other purpose if, and only if, its use for that other purpose is approved by the Minister.*

Section 410 (4) of the Local Government Act 1993 states:

*In granting such approval, the Minister must impose conditions as to the time within which the internal loan must be repaid and as to any additional amount, in the nature of interest, that is to be paid in connection with that loan.*

Council may be able to utilise externally restricted funds by way of an internal loan under parts (a) and (b) above if it receives Ministerial approval (in the case of developer contributions), or approval from the Government or public authority providing the funding (in the case of specific purpose grant funding).

Council requires ministerial approval under Section 410 of the Local Government Act 1993 to borrowing from Water and Sewer Fund restricted and unrestricted cash for Council's other funds.

7.8.2 Borrowings from internal reserves – by resolution, Council may borrow from internal reserves within each fund.

A Council resolution is required for Council to borrow from General Fund internal restrictions and unrestricted cash.

The full impact of the borrowings must be disclosed in the resolution and the agreement must set out:

- The reason for the borrowing
- The basis of the calculating the amount of the borrowing
- The permitted use/s of the borrowed funds
- The internal restriction that will be borrowed from
- If borrowing cost (interest) is to be applied to the borrowing, and the interest rate to be used
- The loan repayment period

RESTRICTED FUNDS POLICY

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A repayment schedule to repay internal borrowings will be drafted by the finance team to ensure repayments to internal restrictions can be funded.

Council may access internal reserves to fund short term fluctuations in cashflow throughout a financial year.

**8 REVIEW**

- 8.1 This policy will be reviewed every four years or earlier as necessary if:
- a) legislation requires it, or
  - b) Council's functions, structure or activities change
- 8.2 At least annually, Council will review its future need for the internal restrictions it holds. All decisions to undertake a review of an internal restriction will be based on the best use of those funds by Council. A council resolution is required to return funds no longer required to unrestricted cash.
- 8.3 Council may decide to review its internal restrictions at any time to meet financial obligations and requirements of Council's Long Term Financial Plan.



RESTRICTED FUNDS POLICY

9 APPENDIX 1 - AUDITED RESTRICTED FUNDS BALANCE AS AT 30 JUNE 2023

	Balance as at 30 June 2023 \$,000
<b>Externally Restricted Funds</b>	
Specific Purpose Unexpended grants	\$23,109
Water Fund	\$32,387
Sewer Fund	\$74,912
Developer Contributions – General Fund	\$34,305
Developer Contributions – Water Fund	\$9,834
Developer Contributions – Sewer Fund	\$11,891
Specific Purpose unexpended loans	\$6,334
Domestic Waste Management	\$9,990
Stormwater management	\$639
Other	\$312
<b>Total externally restricted funds</b>	<b>\$203,713</b>
<b>Internally Restricted Funds</b>	
Infrastructure replacement	\$2,159
Employee leave entitlement	\$820
Business waste management	\$6,145
Work, Health & Safety	\$287
Heritage Grant program	\$244
Deposits, retentions & bonds	\$196
Plant & vehicle replacement	\$3,162
Property reserve	\$649
Elections	\$252
Revolving Energy	\$121
Strategic	\$111
Financial Assistance Grant in advance	\$7,452
Department of Education Compensation	\$7,719
<b>Total Internally restricted funds</b>	<b>\$29,317</b>



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 9.6 DRAFT RESTRICTED FUNDS POLICY - PUBLIC EXHIBITION  
FEEDBACK

ATTACHMENT 2 YOUR SAY - FEEDBACK

SurveyTool:		Feedback on the Draft Restricted Funds policy	
Tool Status	Published	Date of contribution	Survey Response
Visitors	6		<b>Do you have any comments on the Draft Restricted Funds policy?</b>
Contributors	1	Apr 17 24 03:00:29 pm	<p>Section 8A Guiding Principles for Councils</p> <p>(2) Decision-making The following principles apply to decision-making by councils (subject to any other applicable law)—</p> <p>(a) Councils should recognise diverse local community needs and interests.</p> <p>(b) Councils should consider social justice principles.</p> <p>(c) Councils should consider the long term and cumulative effects of actions on future generations.</p> <p>(d) Councils should consider the principles of ecologically sustainable development.</p> <p>How does the Draft Restricted Funds Policy comply with Section 8A?</p> <p>8B Principles of sound financial management</p> <p>The following principles of sound financial management apply to councils—</p> <p>(a) Council spending should be responsible and sustainable, aligning general revenue and expenses.</p> <p>(b) Councils should invest in responsible and sustainable infrastructure for the benefit of the local community.</p> <p>I can't see any reference to this section of LGA</p>
Registered	1		
Unverified	0		
Anonymous	0		
Admin	0		
<b>SUBMISSIONS</b>	<b>1</b>		

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 9.7 LICENCE AGREEMENT WITH MONARO HOCKEY CLUB -  
REGIONAL SPORTS COMPLEX

ATTACHMENT 1 DRAFT LICENCE AGREEMENT WITH MONARO HOCKEY  
CLUB



**QUEANBEYAN-PALERANG REGIONAL COUNCIL**

And

**MONARO HOCKEY CLUB INC.**

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**LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR  
OPERATION OF A HOCKEY CLUB  
AND ASSOCIATED PURPOSES**

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**AGREEMENT** dated: 1 July 2024

**BETWEEN** **Queanbeyan-Palerang Regional Council**, local government authority under the *Local Government Act 1993*, of 257 Crawford Street Queanbeyan NSW 2620, ABN: 95 933 070 982, (hereinafter called the "Licensor").

**AND** **Monaro Hockey Club Incorporated**, an incorporated association under the *Associated Incorporations Act 2009*. ABN: 39 966 487 173, (hereinafter called the "Licensee").

THE PARTIES AGREE AS FOLLOWS.

## 1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

### Authority for grant of Licence

- 1.1 The Licensor warrants that it is the Land Manager responsible for the care, control and management of the Premises under the *Local Government Act 1993*.

## 2 DEFINITIONS

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to an Enclosed Area.

**Base Annual Rent** means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

**Commencement Date** means the date referred to in Column 2 of Item 16 of Schedule 1;

**Consumer Price Index Number** in relation to a quarter, means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.

**Due Date** means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

**Enclosed Area** means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

**Environment** has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

**Environmental Law** means any Law relating to the protection of the Environment;

**Expiry Date** means the date referred to in Column 2 of Item 17 of Schedule 1;

**"GST", "taxable supply", "consideration", "tax invoice" and "GST amount"** have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Hazardous Substance** means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

**Improvements** means any structure of a permanent nature attached to the land;

**Initial Rent** means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

**Law** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

**Licence** means this licence including all Schedules and Annexures hereto;

**Licensee** means the licensee referred to in Column 2 of Item 2, of Schedule 1;

**Licensor** means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes His Majesty the King, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

**Market Rent** means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

**Market Rent Review Date** means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

**Party/Parties** means the parties to this Licence;

**Premises** means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

**Permitted Use** means the use shown in Column 2 of Item 15, of Schedule 1;

**Rent** means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

**Rent Rebate** means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

**Sub-Licensee** means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

**Tenant Fixtures** means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

**Term** means the term of operation of this Licence in relation to the Premises;

**Term of Agreement** means the figure set out in Column 2 of Item 18, of Schedule 1;

**Third Party Exclusive Areas** means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

### **3 CONSTRUCTION**

3.1 This Licence must be constructed in accordance with this clause unless the context requires otherwise;

#### **3.1.1 Plurals**

Words importing the singular include the plural and vice versa;

#### **3.1.2 Gender**

Words importing any gender include the other gender;

#### **3.1.3 Persons**

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government;  
and
- (b) the legal personal representatives, successors and assigns of that person;

#### **3.1.4 Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing will be ignored in constructing this Licence;

#### **3.1.5 Clauses and sub-clauses**

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

#### **3.1.6 Time**

A reference to time is a reference to local Sydney time;

#### **3.1.7 Money**

A reference to \$ or dollars is a reference to the lawful currency of Australia;

**3.1.8 Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

**3.1.9 Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

**3.1.10 Contra Preferentum**

No rules of construction will apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

**3.1.11 Statutes**

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

**3.1.12 Licence**

A reference to this Licence will include any extension or variation of this Licence;

**3.1.13 Priority**

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence will prevail.

**3.2 Warranties and Undertakings**

- (a) The Licensee warrants that it:
  - (i) has relied only on its own inquiries about this Licence; and
  - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee must comply on time with undertakings given by or on behalf of the Licensee.

**3.3 Further Assurances**

Each Party must do everything necessary to give full effect to this Licence.

**3.4 Relationship of Licensor and Licensee**

Nothing contained or implied in this Licence will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the

Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

**3.5 Time to be of the Essence**

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

**4 SEVERABILITY**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

**5 ESSENTIAL CONDITIONS OF LICENCE**

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 19 of Schedule 1 are essential conditions of this Licence.

**6 PERMITTED USE**

**6.1 Grant of Licence**

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix **A** for the Permitted Use.

**6.2 Permitted Use only**

The Licensee must not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

**6.3 No exclusive possession**

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

**7 COMMENCEMENT OF LICENCE AND TERM**

This Licence will commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 will continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

**8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS**

- 8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:
- (a) a right to purchase or lease any part of the Premises; or
  - (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.
- 8.2 Subject to any other provisions of this Licence the Licensee must not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

**9 LICENSEE TO YIELD UP**

- 9.1 The Licensee must forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.
- 9.2 The Licensee must:
- (a) unless otherwise provided for in this Licence, remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
  - (b) unless otherwise provided for in this Licence, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
  - (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
  - (d) leave the Premises in a clean and tidy condition.
- 9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

**10 TERMINATION OF LICENCE BY AGREEMENT**

- 10.1 Either party may submit a request in writing to voluntarily withdraw from this licence agreement with no less than 3 months notice.
- 10.2 The Licensee's requirements to Yield Up and Make Good the Premises will apply, even in the event the Licensee Agreement is terminated early. The Licensor reserves its right to withhold consent to early termination if these requirements are not met.
- 10.3 Consent to early termination will not be unreasonably withheld.
- 10.4 In the event of early termination the Licensee agrees that any rent or licence fees paid are forfeit.

## 11 TERMINATION OF LICENCE ON DEFAULT

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
  - (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
  - (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
  - (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
  - (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
  - (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
  - (g) if the interest the Licensee has under this Licence is taken in execution;
  - (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.
- 11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:
- (a) notifying the Licensee of an intention to end the Licence within 14 days if the breaches are not rectified;
  - (b) terminating the licence without any further notice if the breaches are not rectified within the 14 day period
  - (c) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
  - (d) doing both.
- 11.3 If the Licensor ends this Licence under this clause, the Licensee will not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.
- 11.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainue, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.



**12 ACCEPTANCE OF RENT NOT WAIVER**

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

**13 HOLDING OVER BY LICENSEE**

- (a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee will be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:
- (i) the Licensee will become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
  - (ii) the Licensee must comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.
- (c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
- (d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

**14 LICENSEE'S RENT AND OUTGOINGS**

**14.1 Licensee to Pay Rent**

The Licensee covenants with the Licensor that the Licensee must, during the whole of the Term of Agreement and any extension of it, pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

**14.2 Goods and Services Tax**

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax

invoice, the Licensee must pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.

- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

#### 14.3 Rent and Adjusted Rent

The Licensee must pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 14.4 and 14.5.

#### 14.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

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

where:

- R represents the Base Annual Rent following adjustment under this clause;
- B represents the Base Annual Rent before adjustment under this clause;
- C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and
- D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.

- (b) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
- (c) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
- (d) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

#### 14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 14.5(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next

Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.

- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) will take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

#### 14.6 Rebate for Charitable or Non Profit Organisations

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;
- (b) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

#### 15 CONTINUING OBLIGATION

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

#### 16 NO REDUCTION IN RENT

Subject to this Licence the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent will abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

#### 17 LICENSEE TO PAY RATES

~~17.1 The Licensee must when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.~~

~~17.2 Where the Licensor requires evidence for such payments the Licensee must produce such evidence within ten Business Days after the respective due dates for payment.~~

~~17.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.~~

**18 LICENSEE TO PAY OTHER CHARGES**

~~The Licensee must pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.~~

**19 LICENSEE TO PAY FOR SERVICES**

~~The Licensee must as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.~~

**20 LICENSEE TO PAY COST OF WORK**

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

**21 COSTS PAYABLE BY LICENSEE TO LICENSOR**

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee must pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

**22 COSTS PAYABLE BY LICENSOR**

The Licensor must pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

**23 INTEREST ON OVERDUE MONEYS**

The Licensee must pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

**24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Licence must be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

**25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

**25.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan A and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor will not require further notice;
- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

**25.2 Entry by the Public**

The Licensee must allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 20, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

**25.3 Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, and any development consent required

under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

**25.4 Maintenance of Premises and Enclosed Areas**

The Licensee must keep the Premises clean and tidy and in good order and condition.

**25.5 Licensee to erect barricades etc**

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

**25.6 No residence on Premises**

The Licensee must not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

**25.7 Licensee not to remove materials**

- (a) The Licensee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

**25.8 Licensee not to burn off**

The Licensee must not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the *Rural Fires Act 1997*. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

**25.9 Rodents and Vermin**

The Licensee must take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

**26 ADVERTISING**

- (a) The Licensee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

**27 NOTIFICATION OF ACCIDENT**

The Licensee must give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

**28 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee must not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

**29 HAZARDOUS SUBSTANCES**

The Licensee must not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

**30 RELICS**

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the *National Parks and Wildlife Act 1974* and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee must not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.

- (c) The Licensee must not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 30(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

### **31 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee must as authorised by the Licensor watch or examine any excavations and the Licensee must take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

### **32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS**

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

### **33 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to the specific obligations contained in this Licence the Licensee must to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

### **34 BREAKAGES**

The Licensee must, immediately at the Licensee's expense, make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

### **35 INDEMNITIES AND INSURANCE**

#### **35.1 Indemnity for use of Premises**

- (a) The Licensee indemnifies and keeps indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses



whatsoever to which the Licensor will or may be or becomes liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

- (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
- (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor must use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

### 35.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

### 35.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they will have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

## 36 INSURANCE - PUBLIC RISK

The Licensee must effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

## 37 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee must produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.

- (c) The Licensee must not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee must obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee must use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Licensee indemnifies and keeps indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use, occupation of and access to the site and the Licensee's operation of their business from and access to the site.

This clause does not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

Without prejudice to any other indemnity granted by this Licence, the Licensee indemnifies and keeps the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**40 NO LIABILITY FOR FAILURE OF SERVICES**

The Licensor is not liable for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

**41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR**

Subject to any other provision of this Licence, the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

## **42 RELEASE OF LICENSOR FROM LIABILITY**

- (a) The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor. The Licensor has no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises (but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor).
- (b) The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

## **43 LICENSOR'S WARRANTIES AND COVENANTS**

### **43.1 Hazardous Chemicals**

The Licensor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

## **44 LICENSOR'S POWERS AND FUNCTIONS**

### **44.1 Approval by Licensor**

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent is not effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

## **45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

### **45.1 Proportionate Liability**

Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to this Licence.

### **45.2 Licensee to Comply with all Commonwealth and NSW State Laws**

- (a) The Licensee must comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as

they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.

- (b) The Licensee must forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

#### 45.3 Licensee to Comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
  - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
  - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

#### 45.4 Licensee's Failure to Comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the Termination of the Licence.

### 46 NOTICES

#### 46.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and is sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;

- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a) and (b).

#### 46.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and is be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a) and (b).

#### 46.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence is effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail is deemed to be served at the expiration of 2 Business Days after the date of posting.

#### 47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal

of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.

- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

#### **MISCELLANEOUS**

##### **48 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

##### **49 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

##### **50 NO MERGER**

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

##### **51 COUNTERPARTS**

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

**52 CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13 and 14, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

**53 APPLICABLE LAW**

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

**54 NO HOLDING OUT**

- (a) The Licensee must not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor.
- (b) The Licensee must not act as or represent itself to be the servant or agent of the Licensor.

**55 WHOLE AGREEMENT**

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

**56 SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	2	<b>Licensor</b>	Queanbeyan-Palerang Regional Council
2	2	<b>Licensee</b>	Monaro Hockey Club Incorporated
3	2	<b>Market Rent</b>	\$5000 including GST
4	2	<b>Rent Rebate</b>	Not applicable
5	2	<b>Initial Rent</b>	\$5000 including GST
6	2	<b>Due Date</b>	1 July 2024 and each anniversary of this date in each year of the Term of Agreement and any holding over period. Day usage fees are to be paid quarterly.
7	14.4	<b>Annual Rental Adjustment</b>	12 months from commencement and annually thereafter
8	14.5	<b>Market Rent Review Date</b>	Not applicable
9	24	<b>Address for Payment of Rent</b>	Queanbeyan-Palerang Regional Council  PO Box 90, Queanbeyan NSW 2620  Phone: 1300 735 025  Email: <a href="mailto:council@qprc.nsw.gov.au">council@qprc.nsw.gov.au</a>  Account Name: QPRC General Account  BSB: 082-804  Account Number: 72-950-5329
10	46.1	<b>Licensee's address for Service of Notices</b>	Monaro Hockey Club Incorporated  Regional Sports Complex, Queanbeyan  Attention: President  Email: <a href="mailto:president@monarohockeyclub.com.au">president@monarohockeyclub.com.au</a>
11	46.2	<b>Licensor's address for Service of Notices</b>	Queanbeyan-Palerang Regional Council  PO Box 90, Queanbeyan NSW 2620  Phone: 1300 735 025  Email: <a href="mailto:council@qprc.nsw.gov.au">council@qprc.nsw.gov.au</a>
12	36	<b>Public Risk Insurance amount</b>	<b>\$20 Million</b>



13	52	<b>Licensor's Person</b>	<b>Contact</b>	Mark Spear, Coordinator Recreation
14	52	<b>Licensee's Person</b>	<b>Contact</b>	Mark Unwin, President
15	6	<b>Permitted Use</b>		Operation of a hockey club and associated activities
16	7	<b>Commencement Date</b>		1 July 2024
17	7	<b>Expiry Date</b>		30 June 2029
18	2	<b>Term of Agreement</b>		5 Years
19	5	<b>Essential Conditions of Licence</b>		Clauses 1.1, 1.2, 6.2, 6.3, 8, 14, 33, 35, 36, 37, 38,39, 41, 42, 45.2, 45.3, 45.4
20	25.2	<b>Entry by the public</b>		In accordance with other Council bookings

End of Schedule 1

### Schedule 2 Special Conditions

#### Special Condition 1) – Shared Change Room Use

Use of the shared changeroom (highlighted in blue on the Map of Premises in Annexure A), is subject to the other booking requirements of surrounding sport facilities and must be shared cooperatively.

#### Special Condition 2) – Exclusive bookings

The licensee is to have exclusive use of the licenced area during prebooked times of up to five hours per week. Further bookings are permissible for an additional fee.

Signed by an authorised officer of  
**Monaro Hockey Club Incorporated**  
Limited as the **LICENSEE**

Signed by an authorised officer of the  
**Queanbeyan-Palerang Regional**  
Council as the **LICENSSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Office Held

In the presence of

In the presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE QUEANBEYAN PALERANG REGIONAL COUNCIL AND MONARO HOCKEY INCORPORATED. IN ACCORDANCE WITH THE PROVISIONS OF THE LOCAL GOVERNMENT ACT 1993 FOR THE PERMITTED USE OF OPERATING A HOCKEY CLUB, THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

### Description of Licence Premises:

<i>Property Number</i>	358704
<i>Parish</i>	Queanbeyan
<i>County</i>	Murray
<i>Locality</i>	Jerrabomberra
<i>Lot in Deposited Plan</i>	Part of Lot 1 DP 1282459
<i>Commencement Date</i>	1 July 2024
<i>Expiry Date</i>	30 June 2029
<i>Initial Rent</i>	\$5000 per annum (including GST)
<i>Plan</i>	Plan attached and marked as "A"
<i>Description of any structures</i>	Hockey Fields, Change room area

ANNEXURE 'A' – MAP OF PREMISES



Area highlighted in Red is the playing field.

Area highlighted in Blue is the shared change room area.

The Premises encompasses both highlighted areas.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

12 JUNE 2024

ITEM 9.9 POST EXHIBITION REPORT - SPORTING GALLERY POLICY

ATTACHMENT 1 SPORTING GALLERY POLICY



# Sporting Gallery Policy

<b>Date policy was adopted:</b>	
<b>Resolution number:</b>	
<b>Next Policy review date:</b>	June 2025
<b>Reference number:</b>	52.5.7
<b>Strategic Pillar</b>	Community, Arts and Recreation
<b>Responsible Branch</b>	Community and Recreation

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## Sporting Gallery Policy

### 1 OUTCOMES

- 1.1 The QPRC Sporting Gallery has been established to recognise in perpetuity the achievements of sporting people who have brought honour to the region by their excellence in sporting performance or by their association with sporting achievement.

### 2 POLICY

- 2.1 This policy guides the decision making of the QPRC Sporting Gallery Committee and Council in determining aspects that may impact the Gallery from time to time including:

- Selection of Members and Associate Members to be honoured in the Gallery;
- Removal of Members and Associate Members including removing plaques from the Gallery.

### 3 SCOPE OF THE POLICY

- 3.1 This Policy covers the operations of the QPRC Sporting Gallery, the QPRC Sporting Gallery Committee, and those represented in the Gallery.

### 4 DEFINITIONS

- *QPRC Sporting Gallery (The Gallery)* refers to the wall display in the main corridor of the former Queanbeyan Indoor Sports Centre, now the PCYC.
- *Plaque* refers to the individual physical commemoration in the Gallery.
- *Member* refers to an athlete who has met the relevant selection criteria and has been included in the Gallery.
- *Associate Member* refers to a person associated with a sport or sports who has met the relevant selection criteria and has been included in the Gallery.
- *Selection criteria* refers to the criteria used to determine the eligibility for inclusion in the Gallery as a Member or Associate Member.
- *Removal criteria* refers to the criteria used to determine the removal from the Gallery of a Member or Associate Member.
- *The Committee* refers to the QPRC Sports Gallery Committee which is an Advisory Committee of Council.

### 5 LEGISLATIVE OBLIGATIONS AND/OR RELEVANT STANDARDS

- 5.1 Relevant Sports
- Competition structures exist for all sporting bodies ranging from recreation to professional and elite levels. These should be referred to in determining eligibility.
  - Specific codes of conduct for each sport outline standards of on and off field behaviour and conduct to which athletes and associated members are bound.
- 5.2 QPRC Policies may be relevant including:
- Complaint Management Policy
  - Privacy and Personal Information Protection Act 1998

### 6 CONTENT

- 6.1 Inductees to the Gallery can occur from time to time as the Committee deems appropriate.
- 6.2 Selection criteria for inclusion in the Gallery as an athlete (Member)

| 2 |

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Sporting Gallery Policy

- A prospective Member must achieve one or more of the following:
- 6.2.1 Through expertise and performance in an accredited selection process, gain selection in a representative team which is regarded as the State or Australian team.
  - 6.2.2 Be selected by an accredited State or National body of a sport, to individually represent a State or National body of a sport, and/or to individually represent a State of Australia.
  - 6.2.3 Be recognised as the State, Australian or International champion in any recognised sport.
  - 6.2.4 Be a resident of the Queanbeyan-Palerang local government area prior to or during State, National or International selection or status.
  - 6.2.5 Be eligible if residing outside the boundaries of the greater area but represent Queanbeyan-Palerang or a Queanbeyan-Palerang sporting team.
  - 6.2.6 Nominees may be amateur or professional but must have qualified in 'open' competition that is not subject to age or grade qualification.
- 6.3 Selection criteria for inclusion in the Gallery as a volunteer (Associate Member)
- 6.3.1 The primary requirement for selection as an Associate Member of the Gallery is an outstanding contribution in a field of endeavour that has contributed to sports(s) in the Queanbeyan-Palerang LGA.
  - 6.3.2 Nominees will generally be drawn from (but not limited to) the following areas of involvement in sport:
    - Sports administration
    - Sports coaching/training
    - Sports performance
    - Sports media/history
    - Sport umpiring/refereeing/judging
  - 6.3.3 Nominees may be involved in other areas, but their achievements must satisfy the criteria detailed in the primary requirement.
  - 6.3.4 Nominees must have been recognised by the relevant regional sporting body and/or the ACT/NSW governing body. Long-term service or involvement with sport or sporting bodies alone is not sufficient justification for selection.
  - 6.3.5 Only in exceptional circumstances will there be more than two people annually inducted as Associate Members.
- 6.4 Other matters relating to Selection.
- 6.4.1 In determining eligibility for membership, the Committee may seek advice from a relative sporting organisation to verify achievements that have been attributed to a nominee.
  - 6.4.2 The committee will consider a range of matters when assessing a potential Member including:
    - Reviewing a nominee who is, or has been, part of a team on the same basis as it considers any individual nomination.
    - The degree of difficulty for a nominee to attain the highest level of achievement in their chosen sport.
    - In addition to individual achievements, a nominee's integrity, sportspersonship and character
- 6.5 Removal of a Member or Associate Member



Sporting Gallery Policy

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- 6.5.1 The Committee may, from time to time, determine that the eligibility of a Member or Associate Member is no longer appropriate and this must be presented for Council consideration and determination
- 6.5.2 Reasons for removal from the Gallery may range widely and may include, for example, criminal activity, fraudulent representation or matters relating to integrity and character.
- 6.5.3 Removal from the Gallery or a Member or Associate Member is a serious matter, and as such an action must be supported by compelling evidence to warrant it.
- 6.5.4 Where a complaint is made regarding a Member or Associate Member of the Gallery, evidence must be clearly established.
- 6.5.5 Evidence must be sufficient that the conduct involved would, in the opinion of a reasonable person, bring the honour of the Gallery into disrepute.
- 6.5.6 Council has the discretion to take deliberative and conclusive action to remove a Member or Non-Member for cause, however such decisions must involve comprehensive discussions including, where possible, the right of direct response from the Member or Associate Member in question.

**7 RELATED DOCUMENTS**

- 7.1 This policy is supported by the QPRC Sporting Gallery Committee Terms of Reference.

**8 REVIEW**

- 8.1 This policy will be reviewed every four years or earlier as necessary if:
  - a) legislation requires it, or
  - b) Council's functions, structure or activities change

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 9.10 COUNCILLOR REMUNERATION

ATTACHMENT 1 ANNUAL DETERMINATION - LOCAL GOVERNMENT  
REMUNERATION TRIBUNAL - 29 APRIL 2024

**Local Government  
Remuneration Tribunal**

# Annual Determination

Report and determination under sections  
239 and 241 of the Local Government Act  
1993

29 April 2024



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# Executive Summary

The *Local Government Act 1993* (LG Act) requires the Local Government Remuneration Tribunal (the Tribunal) to report to the Minister for Local Government by 1 May each year on its determination of categories of councils and the maximum and minimum amounts of fees to be paid to mayors, councillors, and chairpersons and members of county councils.

## Categories

Section 239 of the LG Act requires the Tribunal to determine the categories of councils and mayoral offices at least once every 3 years. A review of categories was last carried out by the Tribunal in 2023.

The Tribunal will next consider the model, criteria for each group, and the allocation of councils in the 2026 review.

The criteria for each category is published in Appendix 1 of the Determination and remains unchanged from 2023.

Two (2) councils have been recategorised from Rural Large to Regional Rural as a result of meeting the criteria at Appendix 1.

## Fees

The Tribunal has determined a 3.75 per cent per annum increase in the minimum and maximum fees applicable to each category from 1 July 2024.

# Section 1 – Introduction

1. Section 239 of the LG Act requires the Tribunal to determine the categories of councils and mayoral offices at least once every 3 years. The Tribunal last undertook a significant review of the categories and the allocation of councils into each of those categories in 2023.
2. Section 241 of the LG Act provides that the Tribunal determine the maximum and minimum amount of fees to be paid to mayors and councillors of councils, as well as chairpersons and members of county councils for each of the categories determined under section 239.
3. Section 242A(1) of the LG Act requires:

*“In making a determination, the Remuneration Tribunal is to give effect to the same policies on increases in remuneration as those that the Industrial Relations Commission is required to give effect to under section 146C of the [Industrial Relations Act 1996](#) when making or varying awards or orders relating to the conditions of employment of public sector employees.”*
4. The Industrial Relations Amendment Act 2023, assented on 5 December 2023, repealed section 146C of the *Industrial Relations Act 1996*, resulting in changes to wages policy and removal of the cap on remuneration increases.
5. The Tribunal can also determine that a council can be placed in another existing or new category with a higher range of fees.
6. The Tribunal’s determination takes effect from 1 July each year.

## Section 2 – 2023 Determination

7. In 2023, the Tribunal received 18 written submissions.
8. An extensive review of the categories, criteria, and allocation of councils into each of the categories was undertaken by the Tribunal as required by Section 239 of the LG Act.
9. The review resulted in the Tribunal determining the creation of two new categories, being Metropolitan Major and Rural Large.
10. The categories of general purpose councils were determined as follows:

Metropolitan	Non-Metropolitan
Principal CBD	Major Regional City
Major CBD	Major Strategic Area
Metropolitan Major	Regional Strategic Area
Metropolitan Large	Regional Centre
Metropolitan Medium	Regional Rural
Metropolitan Small	Rural Large
	Rural

11. The Tribunal was of the view that improving consistency of criteria in categories was paramount. The Tribunal therefore determined to include the non-resident population criteria in Major Strategic, Regional Strategic, Regional Centre, and Regional Rural categories.
12. A total of 26 councils were recategorised as a result of changes in the 2023 Determination.
13. The Tribunal determined that fees would increase by 3 per cent in the minimum and maximum fees applicable to each category from 1 July 2023.

# Section 3 – 2024 Review

## 2024 Process

14. The Tribunal's annual review commenced in October when it wrote to all councils inviting submissions regarding fees. The Tribunal outlined that it is only required to review the categories every three years and will next consider the model, the criteria applicable to each category and the allocation of councils in the 2026 review. The invitation noted that it is expected that submissions are endorsed by respective councils.
15. The Tribunal also wrote to the President of Local Government NSW (LGNSW) inviting a submission.
16. The Tribunal received 19 written submissions, of which 18 were from individual councils and 1 submission from LGNSW.
17. The Tribunal notes that 17 of the 18 council submissions were endorsed by their representative councils.
18. The Tribunal acknowledges and thanks all parties for their submissions.

## Submissions Received – Request for recategorisation

19. Two council submissions received requested recategorisation, with Paramatta City Council and Lake Macquarie putting forward individual cases for the Tribunal's consideration.



20. Paramatta City Council requested recategorisation from its current classification of Major CBD to Principal CBD. Paramatta City Council's case to be included in Principal CBD category is based on the following:
- Paramatta being critical to the success of the Greater Sydney Region Plan
  - The LGA expecting an estimated 186,000 new residents between 2022 and 2041
  - An increase in the number of government services, corporations, and private enterprises relocating into Paramatta CBD
  - A local economy that generates approximately \$32.88 billion in gross regional product and 33,000 businesses that generated over 202,000 jobs
  - The Council's Local Strategic Planning Statement covers seven priority growth areas and precincts identified by the NSW Government in order to give effect to their Housing strategy
  - Paramatta City Council has a 2023/24 capital works budget of \$613m and it provides a number of significant services within the local government area, including two aquatic centres, redevelopment to key community centres, and funding for local parks, roads, cycleways, and footpaths.
21. The Tribunal last considered the criteria for Principal CBD in the 2023 Annual Determination process. The Tribunal's view at the time was that

the criteria characteristics for Principal CBD category was appropriate, therefore no changes were required.

22. Paramatta City Council does not meet the criteria for Principal CBD. Accordingly, the Tribunal is not persuaded to include Paramatta Council in Principal CBD category.
23. Lake Macquarie City Council requested that it be recategorised from a Regional Strategic Area to a Major Strategic Area. Reasons include:
  - The LGA having a resident population of 216,603, and a non-resident working population of 24,769 (for a total of 241,372)
  - Connection to Greater Sydney via the M1, rail and a regional airport that supports the community
  - 99 towns, villages and nine economic centres across an area of 757 square kilometres
  - An annual economic output of \$26.1 billion (which is approximately 20 per cent of the Hunter economy)
  - 1.3 million tourists per year
  - 14,081 active businesses, 73,233 jobs and a total workforce across the LGA of 102,029
  - Community facilities that include a Regional Gallery – Museum of Art and Culture, one University, two TAFE campuses and a regional centre for health care
  - Operating revenue exceeding \$290 million.

24. As stated in Council's own submission, currently it does not meet the population threshold criteria for Major Strategic Area. Accordingly, the Tribunal is not persuaded to include Lake Macquarie Council in Major Strategic Area category.
25. The council also advocated for the population threshold for Major Strategic Area to be reviewed from its current threshold of 300,000 to 200,000 to restore incremental balance between Major Strategic Area and Regional Strategic Area categories.
26. Lake Macquarie Council provided late supplementary information to support their argument for the population threshold of Regional Strategic Area being adjusted. Council submitted that five precincts in the Lake Macquarie LGA have been identified for inclusion in the New South Wales Government Transport Oriented Development Program, which aims to encourage housing development near transport hubs.
27. The Council argues this increase in housing will lead to population growth in the selected centres, especially those with a large number of identified precincts.
28. Consistent with section 239 and 240 of the LG Act, the Tribunal carefully considered the population threshold for all categories, as part of the 2023 Annual Determination. It was determined at that time, on extensive evidence examined and considered by the Tribunal, that the population threshold for Major Strategic Area was appropriate.
29. The Tribunal is not persuaded at this time to change the population threshold for Major Strategic Area. Should further evidence become available to support a change in the population threshold for this category,

it can be considered by the Tribunal as part of the three yearly review of categories in 2026.

30. The Tribunal will monitor, as data becomes available, the impact of the New South Wales Government Transport Oriented Development Program on population thresholds.
31. One submission received from Wollondilly Shire Council advised that Council resolved to write to the Premier and appropriate Ministers, requesting Wollondilly Shire Council be considered as a regional Council.
32. The Tribunal has previously determined that Wollondilly Shire Council, for the purpose of setting the minimum and maximum fees payable to Councillors and Mayors, be classified as Regional Centre.
33. The Tribunal notes Wollondilly's submission and proposed course of action.

## **Categories – movement of Councils within the framework**

34. The Tribunal reviewed population and data relating to Council operations to determine if the categorisations of Councils was consistent with the current criteria.
35. Population data was sourced from the Australian Bureau of Statistics (ABS), released 26 March 2024 for the period 2022 – 2023 financial year, the most recent data available at the time of writing this determination.

36. Data relating to Council operations was sourced from the Office of Local Government (OLG).
37. These sources provide a consistent, and complete overview of all councils in NSW. These data sources are consistent with those used in previous LGRT determinations.
38. Each Council was also assessed against the relevant criteria at Appendix 1.
39. As a result, it was identified that two Rural Large councils, Hilltops Council and Muswellbrook Shire Council, each had a combined resident and non-residential working population above 20,000 each. This population figure exceeds the population threshold for a Regional Rural council classification.
40. For this reason, the Tribunal has reclassified both Hilltops Council and Muswellbrook Shire Council as Regional Rural councils.

### **Submissions Received – Remuneration Structure**

41. A significant number of submissions commented on the remuneration structure, advocating for major changes to be made, including the need for a full comprehensive review. These issues are addressed below.
42. One submission advocated for a new remuneration structure to be established that:
  - Is benchmarked in a more transparent way

- Recognises workload
- Encourages participation by a cohort that is more representative of the community
- Recognises skills and experience that is relevant to the roles.


43. Several submissions argued that the current remuneration structure does not adequately compensate elected Councillors and Mayors for the complex requirements of the role, significant workload, time requirements, responsibilities, and changes in the role over recent years.
44. A number of submissions provided comparison data that included remuneration paid to: Queensland and Victorian local government Councillors and Mayors, Federal, State, and Territory Parliamentary Members, Audit Risk and Improvement Committee members, and average remuneration for chairs/directors of not-for-profit organisations.
45. The basis of providing this data was to support arguments that NSW Councillors and Mayors are paid below these organisations and the work of Councillors and Mayors is being undervalued.
46. Some submissions outlined that low levels of remuneration can have a detrimental impact on the quality and diversity of candidates standing for election.
47. The LG Act is clear that Councillors and Mayors receive an annual fee, not a wage, with section 251 clearly stating that fees paid do not constitute a salary.

48. Whilst the Tribunal acknowledges these issues, as previously explained in the 2023 Annual Determination at paragraph 97 they are not currently within the Tribunal's remit.
49. One submission advocated for fees of rural councils to be commensurate with those of regional and metropolitan councils, arguing that the skills and knowledge required for the role is the same regardless of the council location.
50. Others advocated for significant increases to rural and regional fees in order to address low candidate numbers while others asserted that the current remuneration fails to take into account significant stressors facing regional and rural councils.
51. The Act requires that the Tribunal must determine categories at least once every three years and places each council into a category. The determination of categories by the Tribunal is for the purpose of determining the minimum and maximum fees to be paid for councillors and Mayors in each category. When determining categories, the Tribunal is required to take into account matters prescribed in Section 240 of the LG Act:
- *the size of areas;*
  - *the physical terrain of areas;*
  - *the population of areas and the distribution of the population;*
  - *the nature and volume of business dealt with by each council;*
  - *the nature and extent of the development of areas;*

- *the diversity of communities served;*
- *the regional, national and international significance of the council;*
- *such matters as the Remuneration Tribunal considers relevant to the provision of efficient and effective local government; and*
- *such other matters as may be prescribed by the regulations.*

52. The Determination of minimum and maximum fees for 2024 is dealt with below at section 4.
53. Two submissions asserted that the current remuneration structure fails to recognise the role, responsibilities, and contribution of the Deputy Mayor position. It was suggested that a distinct independent fee be included for the position of Deputy Mayor.
54. Section 249 (5) of the LG act states:
- “A council may pay the deputy mayor (if there is one) a fee determined by the council for such time as the deputy mayor acts in the office of the mayor. The amount of the fee so paid must be deducted from the mayor’s annual fee.”*
55. Accordingly, the Tribunal lacks the power to implement changes to the fee structure that would include a distinct independent fee for the position of Deputy Mayor.
56. One argument put forward is that the impact of the current superannuation arrangements has a negative impact on female participation.



- 
57. Section 254B of the Act sets out the circumstances with respect to the payment of superannuation for Mayors and Councillors. The payment of superannuation is not automatic or mandatory, pursuant to 254B (4)(a) of the Act a council must pass a resolution prior to making superannuation contribution payments.
58. Any changes to superannuation contribution payments for Councillors and Mayors to assist in eliminating barriers to participation would require changes to the legislation.

# Section 4 – 2024 Fees

## Submissions - 2024 Fees

59. The LGNSW submission requested the Tribunal increase fees by at least 10% in order to:
- Reverse the fee erosion which occurred under the NSW Public Sector Wages Policy
  - Mitigate economic pressures and the rising cost of living
  - Ensure that Councillors and Mayors receive fair and reasonable remuneration for the work they perform
  - Address the historic undervaluation of the work performed by elected representatives in local government in New South Wales.
60. LGNSW used economic and wage data to support their argument that included:
- Consumer Price Index
  - Wage Price Index
  - National and State Wage cases
  - Market comparability
61. LGNSW in its meeting with the Tribunal and Assessors asserted that fees paid to Councillors and Mayors have reduced in real terms over recent years, further advocating for an increase of 10% being fair and reasonable.

62. In meeting with LGNSW, the question of Government policies (State and Federal) on housing reform was discussed. The Tribunal is mindful of the additional workload associated with policies such as the NSW Government's Transport Oriented Development Program place on affected Councils. Similar considerations arise from the infrastructure requirements related to Renewable Energy Zones.
63. The role of a Councillor as a member of the governing body of the council is outlined under s232 of the LG Act and the Tribunal has addressed this matter generally in the 2023 Determination at paragraph 97.
64. Four submissions received from individual councils addressed the issue of fees quantum increase. These submissions sought an increase ranging from 3% to 5.57%.
65. Other submissions advocated for remuneration to be set at a level to:
- Reflect the role, commitment required, complexity of the role, workload, and responsibilities required to perform the role successfully
  - Ensure no one is out of pocket for the work they do for council
  - Attract a diverse range of potential candidates.
66. Five submissions advocated for the Tribunal to change the determination in regard to the remuneration structure. Some submissions suggested setting a fixed mandatory fee for Councillors and Mayors, whilst others argued that individual councils should not determine their own

remuneration, due to potential conflict of interest, instead the decision should be left to State Government or an independent decision maker.

67. It has been suggested that such an approach could:
- Remove potential conflict of interest
  - Facilitate good governance
  - Create equity amongst councils in the same category
  - Assist in fostering good relationships with the community
  - Alleviate public perception that increases are unjust.
68. Currently the Tribunal, consistent with its obligations set out in the LG Act, section 248 and section 249, determines a minimum and maximum remuneration range for Councillors and Mayors. It is then up to individual councils, to fix the annual fee for councillors and Mayors.
69. Furthermore, the tribunal does not have the authority to determine a fixed mandatory fee, section 241 of the LG Act states:

*“The Remuneration Tribunal must, not later than 1 May in each year, determine, in each of the categories determined under section 239, the maximum and minimum amounts of fees to be paid during the following year to councillors (other than mayors) and mayors.”*

## Fee Increase.

70. The Tribunal considered a range of factors in determining the amount to increase minimum and maximum fees payable to Councillors and Mayors. This included economic data, including the Consumer Price Index, Wage Price Index, full-time adult average weekly ordinary time earnings, NSW Public Sector increases, and Local Government State Award increases. It also considered the Base Cost Change model used by IPART in setting the rate peg for 2024-25.
71. On this occasion the Tribunal has determined that a 3.75% per cent increase will apply to the minimum and maximum fees applicable to existing categories.



## Conclusion

72. The Tribunal's determination has been made with the assistance of the Assessors, Ms Kylie Yates, Mr Brett Whitworth and Mr Douglas Walther.
73. Determination 1 sets out the allocation of councils into each of the categories as per section 239 of the LG Act.
74. Determination 2 sets out the minimum and maximum fees paid to councillors and mayors and chairpersons of county councils as per section 241 of the LG Act.
75. The Tribunal acknowledges and thanks the secretariat for their excellent research and support in completing the 2024 determination.



Viv May PSM

**Local Government Remuneration Tribunal**

Dated 29 April 2024

# Section 5 – Determinations

Determination No. 1 – Allocation of councils into each of the categories as per section 239 of the LG Act effective 1 July 2024

## General Purpose Councils – Metropolitan

### Principal CBD (1)

- Sydney

### Major CBD (1)

- Parramatta

### Metropolitan Major (2)

- Blacktown
- Canterbury-Bankstown

### Metropolitan Large (10)

- Bayside
- Cumberland
- Fairfield
- Inner West
- Liverpool
- Northern Beaches
- Penrith
- Ryde
- Sutherland
- The Hills

### Metropolitan Medium (8)

- Campbelltown
- Camden
- Georges River
- Hornsby
- Ku-ring-gai
- North Sydney
- Randwick
- Willoughby

### Metropolitan Small (8)

- Burwood
- Canada Bay
- Hunters Hill
- Lane Cove
- Mosman
- Strathfield
- Waverley
- Woollahra



## General Purpose Councils - Non-Metropolitan

### Major Regional City (2)

- Newcastle
- Wollongong

### Major Strategic Area (1)

- Central Coast

### Regional Centre (23)

- Albury
- Armidale
- Ballina
- Bathurst
- Blue Mountains
- Byron
- Cessnock
- Clarence Valley
- Coffs Harbour
- Dubbo
- Eurobodella
- Hawkesbury

### Regional Strategic Area(4)

- Lake Macquarie
- Maitland
- Shoalhaven
- Tweed

- Lismore
- Mid-Coast
- Orange
- Port Macquarie-Hastings
- Port Stephens
- Queanbeyan-Palerang
- Shellharbour
- Tamworth
- Wagga Wagga
- Wingecarribee
- Wollondilly



**Regional Rural (14)**

- Bega
- Broken Hill
- Goulburn Mulwaree
- Griffith
- Hilltops
- Kempsey
- Kiama
- Lithgow
- Mid-Western
- Muswellbrook
- Nambucca
- Richmond Valleys
- Singleton
- Snowy Monaro

**Rural Large (16)**

- Bellingen
- Cabonne
- Cootamundra-Gundagai
- Cowra
- Federation
- Greater Hume
- Gunnedah
- Inverell
- Leeton
- Moree Plains
- Murray River
- Narrabri
- Parkes
- Snowy Valleys
- Upper Hunter
- Yass

**Rural (38)**

- Balranald
- Berrigan
- Bland
- Blayney
- Bogan
- Bourke
- Brewarrina
- Carrathool
- Central Darling
- Cobar
- Coolamon
- Coonamble
- Dungog
- Edward River
- Forbes
- Gilgandra



- Glen Innes Severn
- Gwydir
- Hay
- Junee
- Kyogle
- Lachlan
- Liverpool Plains
- Lockhart
- Murrumbidgee
- Narrandera
- Narromine
- Oberon
- Temora
- Tenterfield
- Upper Lachlan
- Uralla
- Walcha
- Walgett
- Warren
- Warrumbungle
- Weddin
- Wentworth

### County Councils

#### Water (4)

- Central Tablelands
- Goldenfields Water
- Riverina Water
- Rous

#### Other (6)

- Castlereagh-Macquarie
- Central Murray
- Hawkesbury River
- New England Tablelands
- Upper Hunter
- Upper Macquarie

## Determination No. 2 - Fees for Councillors and Mayors as per section 241 of the LG Act effective from 1 July 2024

The annual fees to be paid in each of the categories to Councillors, Mayors, Members, and Chairpersons of County Councils effective on and from 1 July 2024 as per section 241 of the *Local Government Act 1993* are determined as follows:

**Table 4: Fees for General Purpose and County Councils**

### General Purpose Councils – Metropolitan

#### Councillor/Member Annual Fee (\$) effective 1 July 2024

Category	Minimum	Maximum
Principal CBD	30,720	45,070
Major CBD	20,500	37,960
Metropolitan Major	20,500	35,890
Metropolitan Large	20,500	33,810
Metropolitan Medium	15,370	28,690
Metropolitan Small	10,220	22,540

#### Mayor/Chairperson Additional Fee\* (\$) effective 1 July 2024

Category	Minimum	Maximum
Principal CBD	188,010	247,390
Major CBD	43,530	122,640
Metropolitan Major	43,530	110,970
Metropolitan Large	43,530	98,510
Metropolitan Medium	32,650	76,190
Metropolitan Small	21,770	49,170

### General Purpose Councils - Non-Metropolitan

#### Councillor/Member Annual Fee (\$) effective 1 July 2024

Category	Minimum	Maximum
Major Regional City	20,500	35,620
Major Strategic Area	20,500	35,620
Regional Strategic Area	20,500	33,810
Regional Centre	15,370	27,050
Regional Rural	10,220	22,540
Rural Large	10,220	18,340
Rural	10,220	13,520

#### Mayor/Chairperson Additional Fee\* (\$) effective 1 July 2024

Category	Minimum	Maximum
Major Regional City	43,530	110,970
Major Strategic Area	43,530	110,970
Regional Strategic Area	43,530	98,510
Regional Centre	31,980	66,800
Regional Rural	21,770	49,200
Rural Large	16,330	39,350
Rural	10,880	29,500



**County Councils**

**Councillor/Member Annual Fee (\$) effective 1 July 2024**

Category	Minimum	Maximum
Water	2,030	11,280
Other	2,030	6,730

**Mayor/Chairperson Additional Fee\* (\$) effective 1 July 2024**

Category	Minimum	Maximum
Water	4,360	18,520
Other	4,360	12,300

\*This fee must be paid in addition to the fee paid to the Mayor/Chairperson as a Councillor/Member (s.249(2)).



Viv May PSM

**Local Government Remuneration Tribunal**

Dated 29 April 2024

# Appendices

## Appendix 1 Criteria that apply to categories

### Principal CBD

The Council of the City of Sydney (the City of Sydney) is the principal central business district (CBD) in the Sydney Metropolitan area. The City of Sydney is home to Sydney's primary commercial office district with the largest concentration of businesses and retailers in Sydney. The City of Sydney's sphere of economic influence is the greatest of any local government area in Australia.

The CBD is also host to some of the city's most significant transport infrastructure including Central Station, Circular Quay and International Overseas Passenger Terminal. Sydney is recognised globally with its iconic harbour setting and the City of Sydney is host to the city's historical, cultural and ceremonial precincts. The City of Sydney attracts significant visitor numbers and is home to 60 per cent of metropolitan Sydney's hotels.

The role of Lord Mayor of the City of Sydney has significant prominence reflecting the CBD's importance as home to the country's major business centres and public facilities of state and national importance. The Lord Mayor's responsibilities in developing and maintaining relationships with stakeholders, including other councils, state and federal governments, community and business groups, and the media are considered greater than other mayoral roles in NSW.

## Major CBD

The Council of the City of Parramatta (City of Parramatta) is the economic capital of Greater Western Sydney and the geographic and demographic centre of Greater Sydney. Parramatta is the second largest economy in NSW (after Sydney CBD) and the sixth largest in Australia.

As a secondary CBD to metropolitan Sydney the Parramatta local government area is a major provider of business and government services with a significant number of organisations relocating their head offices to Parramatta. Public administration and safety have been a growth sector for Parramatta as the State Government has promoted a policy of moving government agencies westward to support economic development beyond the Sydney CBD.

The City of Parramatta provides a broad range of regional services across the Sydney Metropolitan area with a significant transport hub and hospital and educational facilities. The City of Parramatta is home to the Westmead Health and Medical Research precinct which represents the largest concentration of hospital and health services in Australia, servicing Western Sydney and providing other specialised services for the rest of NSW.

The City of Parramatta is also home to a significant number of cultural and sporting facilities (including Sydney Olympic Park) which draw significant domestic and international visitors to the region.

## Metropolitan Major

Councils categorised Metropolitan Major will typically have a minimum residential population of 400,000.

Councils may also be categorised Metropolitan Major if their residential population combined with their non-resident working population exceeds 400,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Other features may include:

- total operating revenue exceeding \$300M per annum
- the provision of significant regional services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- significant industrial, commercial and residential centres and development corridors
- high population growth.

Councils categorised as Metropolitan Major will have a sphere of economic influence and provide regional services considered to be greater than those of other metropolitan councils.

## Metropolitan Large

Councils categorised as Metropolitan Large will typically have a minimum residential population of 200,000.



Councils may also be categorised as Metropolitan Large if their residential population combined with their non-resident working population exceeds 200,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Other features may include:

- total operating revenue exceeding \$200M per annum
- the provision of significant regional services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- significant industrial, commercial and residential centres and development corridors
- high population growth.

Councils categorised as Metropolitan Large will have a sphere of economic influence and provide regional services considered to be greater than those of other metropolitan councils.

### **Metropolitan Medium**

Councils categorised as Metropolitan Medium will typically have a minimum residential population of 100,000.

Councils may also be categorised as Metropolitan Medium if their residential population combined with their non-resident working population exceeds 100,000. To satisfy this criteria the non-resident working population must exceed 50,000.



Other features may include:

- total operating revenue exceeding \$100M per annum
- services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- industrial, commercial and residential centres and development corridors
- high population growth.

The sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Large councils.

## Metropolitan Small

Councils categorised as Metropolitan Small will typically have a residential population less than 100,000.

Other features which distinguish them from other metropolitan councils include:

- total operating revenue less than \$150M per annum.

While these councils may include some of the facilities and characteristics of both Metropolitan Large and Metropolitan Medium councils the overall sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Medium councils.

## Major Regional City

Newcastle City Council and Wollongong City Councils are categorised as Major Regional City. These councils:

- are metropolitan in nature with major residential, commercial and industrial areas
- typically host government departments, major tertiary education and health facilities and incorporate high density commercial and residential development
- provide a full range of higher order services and activities along with arts, culture, recreation, sporting and entertainment facilities to service the wider community and broader region

- have significant transport and freight infrastructure servicing international markets, the capital city and regional areas
- have significant natural and man-made assets to support diverse economic activity, trade and future investment
- typically contain ventures which have a broader State and national focus which impact upon the operations of the council.

### Major Strategic Area

Councils categorised as Major Strategic Area will have a minimum population of 300,000. To satisfy this criteria the non-resident working population can be included.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Central Coast Council meets the criteria to be categorised as a Major Strategic Area. Its population, predicted population growth, and scale of the Council's operations warrant that it be differentiated from other non-metropolitan councils. Central Coast Council is also a significant contributor to the regional economy associated with proximity to and connections with Sydney and the Hunter Region.

### **Regional Strategic Area**

Councils categorised as Regional Strategic Area are differentiated from councils in the Regional Centre category on the basis of their significant population and will typically have a residential population above 100,000. To satisfy this criteria the non-resident working population can be included.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Lake Macquarie Council meets the criteria to be categorised as a Regional Strategic Area. Its population and overall scale of council operations will be greater than Regional Centre councils.

### Regional Centre

Councils categorised as Regional Centre will typically have a minimum residential population of 40,000. To satisfy this criteria the non-resident working population can be included.

Other features may include:

- a large city or town providing a significant proportion of the region's housing and employment
- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$100M per annum
- the highest rates of population growth in regional NSW
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Councils in the category of Regional Centre are often considered the geographic centre of the region providing services to their immediate and wider catchment communities.

### **Regional Rural**

Councils categorised as Regional Rural will typically have a minimum residential population of 20,000. To satisfy this criteria the non-resident working population can be included.

Other features may include:

- a large urban population existing alongside a traditional farming sector, and are surrounded by smaller towns and villages
- health services, tertiary education services and regional airports which service a regional community
- a broad range of industries including agricultural, educational, health, professional, government and retail services
- large visitor numbers to established tourism ventures and events.

Councils in the category of Regional Rural provide a degree of regional servicing below that of a Regional Centre.

## Rural Large

Councils categorised as Rural Large will have a residential population greater than 10,000, and a councillor to resident ratio of at least 1 to 1200.

Other features may include:

- one or two significant townships combined with a considerable dispersed population spread over a large area and a long distance from a major regional centre
- a limited range of services, facilities and employment opportunities compared to Regional Rural councils
- local economies based on agricultural/resource industries.



## Rural

Councils categorised as Rural will typically have a residential population less than 10,000.

## County Councils - Water

County councils that provide water and/or sewerage functions with a joint approach in planning and installing large water reticulation and sewerage systems.

## County Councils - Other

County councils that administer, control and eradicate declared noxious weeds as a specified Local Control Authority under the Biosecurity Act 2015.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 10.1            REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION  
POLICY

ATTACHMENT 1    REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION  
POLICY



# Review of Environmental Factors Determination Policy

<b>Date policy was adopted:</b>		<b>GM Signature and date</b>
<b>Resolution number:</b>		
<b>Next policy review date:</b>		
<b>Reference number:</b>		
<b>Strategic Pillar</b>		
<b>Responsible Branch</b>		DD/MM/YYYY

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## REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

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### 1 OUTCOMES

- 1.1 This policy outlines the determination process for Review of Environmental Factor assessments for relevant activities undertaken by or on behalf of Council.

### 2 POLICY

- 2.1 Council undertakes the provision, maintenance and refurbishment of public infrastructure and recreation assets, including:
- water
  - sewerage (wastewater)
  - roads
  - drainage
  - public buildings
  - public recreation facilities.
- 2.2 Meeting the infrastructure needs of a growing population over a large land area poses many challenges. This is complicated by the age and location of existing infrastructure.
- 2.3 Council delivers these projects as part of its capital works program. Some of these activities are not exempt and need an environmental assessment, but do not trigger the need for development consent.
- 2.4 Activities considered under Part 5, Division 5.1 of the *Environmental Planning and Assessment Act* (development permitted without consent) require a Review of Environmental Factors (REF) to be prepared.
- 2.5 This policy will outline the review and determination process for REF assessments for relevant activities undertaken for or by Council in the Queanbeyan-Palerang Regional Council area.

### 3 SCOPE OF THE POLICY

- 3.1 This policy provides direction on how assessments prepared under Part 5 of the *Environmental Planning and Assessment Act* will be reviewed and determined.

### 4 DEFINITIONS

- 4.1 Act – means the *Environmental Planning and Assessment Act 1979* (NSW).
- 4.2 Approval – means a permission, authority, consent, agreement or similar to the undertaking of a work with or without condition.
- 4.3 Infrastructure or recreation works – means any work carried out by Council or on behalf of Council including but not limited to roads, stormwater and drainage, water supply, wastewater management, restoration or revetment works of any kind, construction, demolition, modification or restoration of a public asset including recreational land.
- 4.4 Client team – the proponent, the area of Council doing the work subject to the Review of Environmental Factors.

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REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

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- 4.5 Development without consent – Where Council is the proponent and where the assessment satisfies Part 5 of the Act and Section 228 of the Regulations the activities can proceed without Development Consent.
- 4.6 Environmental Planning Instrument – NSW legislation including State Environmental Planning Instruments or a Local Environmental Plan.
- 4.7 Project Team – staff at Queanbeyan-Palerang Regional Council managing the infrastructure or recreation works subject to the Review of Environmental Factors.
- 4.8 Safeguards or Mitigation Measures – process or infrastructure designed to reduce the impact or severity of a loss.
- 4.9 Site reference – street address, land identifier (Lot & DP) or geographic coordinates identifying where the activities are to occur.
- 4.10 State Environmental Planning Policies (SEPPs) - Policies prepared by the Department of Planning and Environment dealing with land use and urban and regional development in a state-wide context.

## 5 LEGISLATIVE OBLIGATIONS AND/OR RELEVANT STANDARDS

### 5.1 *Environmental Planning and Assessment Act 1979.*

The Environmental Planning and Assessment Act 1979 (EP&A Act) and associated Regulation provide the framework for development and environmental assessment in NSW.

Where Council is the proponent for these capital works, the works can be assessed as 'development permissible without consent' under Part 5 of the EP&A Act. Council must satisfy Sections 5.5, 5.6 and 5.7 of that Act by examining, and taking into account to the fullest extent possible, all matters which are likely to affect the environment.

### 5.2 *State Environmental Planning Policy (Transport & Infrastructure) 2021*

The State Environmental Planning Policy (Transport & Infrastructure) 2021 (Transport & Infrastructure SEPP) aims to facilitate the delivery of infrastructure across NSW. It provides a simplified process for Council's infrastructure activities including how these can be assessed.

Much of the activities undertaken by, or for Council, fall within Chapter 2 - Infrastructure (essential services such as hospitals, roads, water supply, telecommunications and electricity networks).

### 5.3 Other Environmental Legislation

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## REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

The *Biodiversity Conservation Act 2016* (BC Act), together with the *Biodiversity Conservation Regulation 2017* (BC Reg.) outlines the framework for addressing impacts on biodiversity from development and clearing.

It establishes a framework to avoid, minimise and offset impacts on biodiversity from development through the Biodiversity Offsets Scheme (BOS). Where a proposal is anticipated to have a significant impact on the environment, including if the Biodiversity Offset Scheme is triggered, Council will be asked to determine these assessments. They are typically not done under delegation.

- 5.4 Appendix one includes a table of relevant Commonwealth and State environmental legislation.

### 6 ENVIRONMENTAL IMPACT ASSESSMENT

- 6.1 As a guiding principle, environmental assessments are founded on a hierarchal implementation strategy that firstly aims to avoid environmental impacts. Where avoidance is not achievable, then minimising and mitigating the impact so far as it is practicable to do so, or lastly mitigate or lessen the impact.

- Avoid – Council works projects are to avoid areas of high environmental value. Early consideration of the project constraints can help identify potential environmental impacts. Impacts may be avoided through project redesign or other factors such as the timing, staging or location of work activities. Ultimately, the aim is to avoid impacts by locating infrastructure works away from areas of known or potential high environmental or biodiversity values.
- Minimise – where the activity cannot feasibly or practicably avoid impacts on environmental values, measures are taken to reduce the duration, intensity and/or extent of impacts (including direct, indirect and cumulative impacts, as appropriate) to ensure that impacts are minimised as far as possible.
- Offset – after all practicable steps to avoid or minimise impacts have been implemented, measures to mitigate or lessen the impact on the site (during and post-construction) are to be evaluated and incorporated within the project design. Offsets are measures that compensate for residual adverse impacts.

### 7 ENVIRONMENTAL ASSESSMENT PROCEDURES

- 7.1 The EP&A Act provides for a range of classes of development in NSW. These categories determine if consent is required, who is the consent authority (e.g. Council, State Minister for Planning, Regional Planning Panel or a private certifier) and the level of documentation needed to support the application. The Act also sets out the level of assessment required for a particular type of development and whether approvals from other agencies are needed.

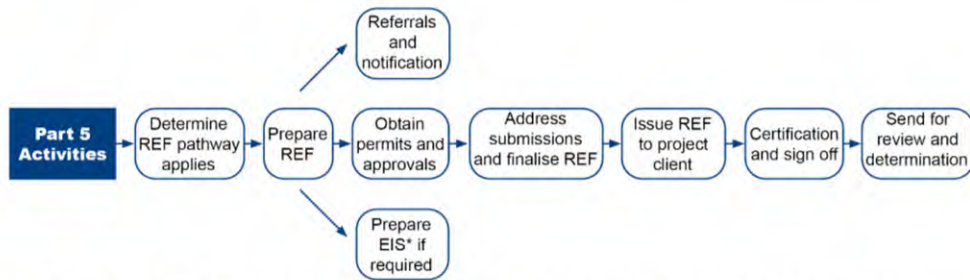
This Policy aims to clarify the assessment and determination for Part 5 Activities, as shown in the flow chart below.

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REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY



\*An Environmental Impact Statement will be required if proposed activity is likely to significantly affect the environment

7.2 Review of Environmental Factors (REF) under Part 5 of the Act

Environmental planning instruments (EPIs), such as local environmental plans (LEPs) and state environmental planning policies (SEPPs), are made under the EP&A Act to guide development.

Queanbeyan-Palerang Regional Council has a statutory responsibility to consider the potential environmental impacts of their activities under the EP&A Act. The environmental impact assessment process can assist in identifying and understanding the likely effects of these activities and help with sound environmental decision making.

Council undertakes a range of day-to-day activities that do not necessarily comprise works that require environmental assessment and approvals. For example, routine maintenance may be guided by standard operating procedures and safe work method statements that ensure works are undertaken safely and will not harm the environment.

The following are a range of activities that trigger an REF:

- road reconstruction requiring road pavement and road shoulder reconstruction and associated storm water drainage works
- demolition
- replacement of water and sewer mains where these are located within or adjacent to existing pipelines, are generally shallow (minimum cover) and small diameter.
- bridge and culvert replacement including works in waterways
- riverbank revetment projects
- new roads or road upgrades
- storm water upgrades
- new public buildings
- park and sports field upgrades.

7.3 Review of Environmental Factors assessment requirements

Projects undertaken under Part 5 are generally referred to as activities (not Development). Part 5, Division 5.1 of the EP&A Act requires the proponent for an activity to take into account a number of factors set out in the Environmental Planning and Assessment Regulation 2021 (EP&A Reg.).

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Part 5, Division 5.1 of the EP&A Act and Clause 171(2) of the EP&A Reg. provide guidelines to ensure assessments under Part 5 include a comprehensive environmental assessment, and appropriate consultation. The assessment report is typically referred to as a Review of Environmental Factors report or REF.

Where a determining authority considers an activity is likely to 'significantly affect the environment' (EP&A Act cl 5.7), then an environmental impact statement (EIS) will need to be prepared.

The role of the REF is to ascertain whether an EIS is required. When an EIS is required, the EIS must take that investigation further and determine the potential extent and the mitigating measures available to manage or offset the impacts. Council will typically determine these assessments.

Part 5, Division 5.1 of the EP&A Act is not an approval in itself; it is a process obligation by which the determining authority must take into account to the fullest extent possible the impact of the activity prior to proceeding with the work.

It imposes a duty on determining authorities to "take into account to the fullest extent possible all matters affecting or likely to affect the environment by reason of that activity". These matters are set out in Clause 171(2) of the EP&A Regulation 2021.

*Clause 171 Factors:*

- (2) If there are no environmental factors guidelines in force, the determining authority must take into account the following environmental factors—*
- (a) the environmental impact on the community,*
  - (b) the transformation of the locality,*
  - (c) the environmental impact on the ecosystems of the locality,*
  - (d) reduction of the aesthetic, recreational, scientific or other environmental quality or value of the locality,*
  - (e) the effects on any locality, place or building having aesthetic, anthropological, archaeological, architectural, cultural, historical, scientific or social significance or other special value for present or future generations,*
  - (f) the impact on the habitat of protected animals (within the meaning of the Biodiversity Conservation Act 2016),*
  - (g) the endangering of a species of animal, plant or other form of life, whether living on land, in water or in the air,*
  - (h) long-term effects on the environment,*
  - (i) degradation of the quality of the environment,*
  - (j) risk to the safety of the environment,*
  - (k) reduction in the range of beneficial uses of the environment,*
  - (l) pollution of the environment,*
  - (m) environmental problems associated with the disposal of waste,*
  - (n) increased demands on natural or other resources that are, or are likely to become, in short supply,*
  - (o) the cumulative environmental effect with other existing or likely future activities,*



REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

- (p) the impact on coastal processes and coastal hazards, including those under projected climate change conditions,
- (q) applicable local strategic planning statements, regional strategic plans or district strategic plans made under the Act, Division 3.1,
- (r) other relevant environmental factors.

7.4 Community and stakeholder consultation

Public authorities are required to notify infrastructure and recreation works for legislative reasons as well as to satisfy other policy or procedural obligations. Where an environmental assessment requires approval or a permit under the Fisheries Management Act, Heritage Act, National Parks and Wildlife Act or Protection of the Environment Act the REF must be published on Council’s website or the NSW Planning Portal.

The relevant Council Directorate that generates the project will manage the notification process.

Community and stakeholder consultation must be considered during the preparation of the final REF. For some projects, such as significant park and recreation facility upgrades, substantial community and stakeholder consultation may have occurred prior to progressing to the REF stage. For smaller projects, consultation may only be necessary through targeted notification prior to works commencing (e.g. in the case of night time road works, or temporary road closures).

7.5 Determination of Review of Environmental Assessments

An activity under Part 5 of the EP&A Act must not be commenced prior to both the REF being “determined” by an appropriately delegated staff member or Council, and the determination report, the relevant sign off pages and supporting documents being recorded in the Council’s electronic data/records system.

The signed determination report recognises Council has fulfilled its duty to consider the environmental impact of the activity pursuant to s. 5.5 of the EP&A Act. This includes certifying that the recommended environmental safeguards and mitigation measures proposed will ensure that the environmental impacts are not significant.

In practice, following certification by the author, a technical review is undertaken by the project client. Review and certification are then completed by an officer with appropriate delegations or Council itself. An example of the sign off page is provided at Appendix 3. This will form part of the ‘determined’ documents saved in TechOne.

The following is an overview of steps relevant to an REF determination:

<p><b>Project development</b></p> <p>Project team to develop project and confirm:</p> <ul style="list-style-type: none"> <li>o The project can proceed as an REF under Part 5 based on the scope of works prepared.</li> </ul>	<p>Project Team</p>
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<ul style="list-style-type: none"> <li>○ Draft REF prepared which confirms project impacts are not significant and an EIS is not required.</li> <li>○ Where a project is found to have a significant environmental effect, where it requires the preparation of an Environmental Impact Statement or where the design has a significant impact on the community, we will ask Council to adopt the design and place both design and REF on exhibition.</li> <li>○ Save project design, Draft REF and supporting documents in CiAnywhere / Tech one.</li> <li>○ Referral to public authorities undertaken as required for associated approvals or permits.</li> <li>○ Advertise REF as required.</li> <li>○ Any issues raised in submissions addressed in draft REF.</li> <li>○ Prepare any relevant environmental management plans or recommendations of the REF.</li> <li>○ Draft REF reviewed and certified by Project Team as meeting the project plan and relevant management plans or recommendations will be in place as and when required.</li> <li>○ Draft REF and relevant documents referred to Delegate or Council for determination.</li> </ul>	
<p><b>Determination of REF</b></p> <p>The certification and signoff steps are:</p> <ul style="list-style-type: none"> <li>○ certification by the author that the REF provides a true and fair review of the proposed activity in relation to its likely effects on the environment, and assesses to the fullest extent possible all matters affecting or likely to affect the environment as a result of the proposed activity.</li> <li>○ the REF is reviewed and signed off by the Project Team that the REF is a true assessment of the scope of works and that environmental safeguards and management actions will be implemented as proposed.</li> <li>○ the REF is reviewed and signed off by the Delegate (under the Environmental Planning and Assessment Act, being staff of Development &amp; Environment Directorate or Council) that the environmental safeguards and management actions will be implemented as proposed.</li> <li>○ Where a project has previously been to Council due to its environmental or community significance, a report to Council to determine the REF will be made.</li> <li>○ Any modification or changes to the project during construction are communicated to the Project Team for re-assessment if required.</li> </ul> <p>Prior to determination the relevant reports, plans and documents are to be recorded in the Council's electronic data/records system.</p> <p>Sign off to be recorded in Council's electronic data/records system</p>	<p>Project Team,                  REF Author,                  Delegate under                  EP&amp;A Act                  (currently in                  Development                  and Environment                  Directorate) or                  Council</p>



REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

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7.6 Changes to projects during and after assessment and approval

Changes to projects already assessed but not completed will require re-examination and re-evaluation to determine whether these changes would trigger legislative change or a new or increased effect on the environment.

An amended REF may be required as a result of a change to the project.

REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

## Appendix 1: Relevant environmental impact assessment legislation

### Statutory context

Public authorities in NSW have a responsibility under the NSW *Environmental Planning and Assessment Act 1979* and Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* to consider the impacts of their activities on the environment.

### Environmental planning legislation, planning instruments, policies and guidelines

A range of legislation, policies and guidelines apply to the assessment and management of environmental impacts of infrastructure works. Some common examples are outlined in Table 1 below.

**Table 1: Relevant environmental planning legislation, instruments, policies and guidelines**

Legislation, plans and policies	Discussion
<b>Relevant environmental planning legislation</b>	
<i>Environmental Planning and Assessment Act 1979</i> (EP&A Act)	<p>The EP&amp;A Act defines categories of development including what is exempt development, development requiring development consent (including complying development), development that is an activity requiring environmental assessment under Division 5.1 and state significant infrastructure.</p> <p>Part 5 of the Act relates (in part) to activities undertaken by public authorities and their environmental assessment requirements.</p> <p>Section 5.5(1) requires that a determining authority, in its consideration of an activity, examine and take into account to the fullest extent possible all matters affecting or likely to affect the environment by reason of that activity. Factors that must be taken into account concerning the impact of an activity on the environment are outlined in cl. 171 of the <i>Environmental Planning and Assessment Regulation 2021</i>. The determining authority for the purpose of an activity under Part 5 of the Act is Queanbeyan-Palerang Regional Council.</p>
<i>Biodiversity Conservation Act 2016</i> (BC Act)	<p>The <i>Biodiversity Conservation Act 2016</i> (BC Act), together with the <i>Biodiversity Conservation Regulation 2017</i> (BC Reg.) outlines the framework for addressing impacts on biodiversity from development and clearing. It establishes a framework to avoid, minimise and offset impacts on biodiversity from development through the Biodiversity Offsets Scheme (BOS).</p> <p>The BOS applies to local development (assessed under Part 4 of the EP&amp;A Act) that triggers the BOS threshold or likely to significantly affect threatened species, ecological communities or their habitats based on the test of significance in section 7.3 of the BC Act. The BOS is optional for activities under Part 5 of the EP&amp;A Act.</p> <p>According to Clause 7.1(1) of the BC Reg. proposed development exceeds the BOS threshold for the purposes of Part 7 of the BC Act if it is, or involves:</p>

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Legislation, plans and policies	Discussion
	<p>(a) the clearing of native vegetation of an area declared by clause 7.2 as exceeding the threshold, or            (b) the clearing of native vegetation, or other action prescribed by clause 6.1, on land included on the Biodiversity Values Map (BVM) published under clause 7.3.</p> <p>If clearing and other impacts exceeds either trigger, the BOS applies to the proposed development including biodiversity impacts prescribed by clause 6.1 of the BC Reg.</p>
<p><i>Biosecurity Act 2015</i>            (Biosecurity Act)</p>	<p>The broad objectives of the Biosecurity Act are to manage biosecurity risks from animal and plant pests and diseases, weeds and contaminants by:</p> <ul style="list-style-type: none"> <li>• preventing their entry into NSW</li> <li>• finding, containing and eradicating any new entries</li> <li>• minimising the impacts of those pests, diseases, weeds and contaminants that cannot be eradicated through management arrangements.</li> </ul> <p>The Biosecurity Act is administered by the Minister for Primary Industries.</p> <p>Amongst other things, the Biosecurity Act deals with livestock, crops and weeds and also includes a general biosecurity duty to ensure biodiversity risks are prevented, eliminated or minimised, so far as is reasonably practicable.</p>
<p><i>Crown Lands Act 2016</i> (CL Act)            (e.g. General provisions related to licences)</p>	<p>Crown land is land set aside on behalf of the community for a wide range of public purposes including environmental and heritage protection, recreation and sport, open space, community halls, special events and government services. The Minister has delegation to grant licences over a Crown reserve for the purpose of any facility or infrastructure or for any other purpose as determined. Crown Lands are the authority responsible for the management of Crown Land licences (CLL) which in relation to Council infrastructure works, typically include short-term licences, general licences and waterfront structure licences.</p>
<p><i>Fisheries Management Act 1994</i> (FM Act)            (e.g. Part 7 Protection of aquatic habitats)</p>	<p>Under Part 7, Division 3, 4, and 8, a permit is required to carry out dredging and reclamation works on water land, harm marine vegetation and obstruct fish passage.</p>
<p><i>Heritage Act 1977</i> (Heritage Act)</p>	<p>The Heritage Act provides for the conservation of buildings, works, relics and places that are of historic, scientific, cultural, social, archaeological, architectural, natural or aesthetic significance to the State. Matters protected under the Heritage Act include items listed on the State Heritage Register, the heritage schedules of local Council EPIs, and/or the conservation registers (or Section 170 Registers) of NSW state government agencies, as well as items subject to an Interim Heritage Order. The Heritage Act also provides for the protection of archaeological 'relics', being any deposit, object or material evidence that relates to the non-Aboriginal settlement of NSW and is of state or local heritage significance.</p> <p>Section 60 of the Heritage Act details the approval required for any action that would adversely affect an item that is subject to an Interim Heritage Order or a listing on the State Heritage Register. Section 139 provides for the protection of all relics making it an offence to</p>



REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

Legislation, plans and policies	Discussion
	disturb or excavate land to discover, expose or move a relic, without permit issued by the Heritage Council of NSW. The Heritage Council may by order publish in the Government Gazette exceptions to the need to obtain a Section 139 permit. Section 146 requires that in the event a relic is discovered during the proposed works, whether or not a permit has been issued, the NSW Heritage Council must be notified, within a reasonable timeframe, of the location of the relic.
<i>National Parks and Wildlife Act 1974 (NP&amp;W Act)</i>	The NP&W Act is the primary legislation for the protection of aspects of Aboriginal cultural heritage in NSW. Part 6 of the NP&W Act provides specific protection for Aboriginal objects and places by making it an offence to harm them (Section 86). If "harm" to an Aboriginal object or place cannot be avoided, whether it is identified in the Aboriginal Heritage Information Management System (AHIMS), discovered during a survey or deemed likely to exist, the legislation requires an Aboriginal Heritage Impact Permit (AHIP), to be issued.
<i>Aboriginal Land Rights Act 1983 (ALR Act)</i>	<p>The ALR Act establishes the NSW Aboriginal Land Council (NSWALC) and Local Aboriginal Land Councils (LALCs). The Act requires these bodies to:</p> <ul style="list-style-type: none"> <li>• take action to protect the culture and heritage of Aboriginal persons in the Council's area, subject to any other law;</li> <li>• promote awareness in the community of the culture and heritage of Aboriginal persons in the Council's area.</li> </ul> <p>These requirements recognise and acknowledge the statutory role and responsibilities of NSWALC and LALCs.</p> <p>The ALR Act also establishes the registrar, whose functions include, but are not limited to, maintaining the Register of Aboriginal Land Claims and the Register of Aboriginal Owners.</p>
<i>Protection of the Environment Operations Act 1997 (POEO Act)</i>	Under the POEO Act it is an offence to cause harm to the environment in terms of waste disposal, water pollution, air pollution, noise pollution and land pollution.
<i>Rural Fires Act 1997 (RF Act)</i>	All developments on land that is designated as bush fire prone have a legal obligation to consider bush fire and meet the requirements of <i>Planning for Bush Fire Protection</i> .
<i>Water Management Act 2000 (WM Act)</i>	The WM Act requires an approval from NSW Water to carry out a controlled activity or aquifer interference activity. A controlled activity includes the carrying out of any works on waterfront land. However, Part 4, Division 2, Section 39A of the <i>Water Management (General) Regulation 2018</i> states that: the Minister may, on application for an exemption under this clause, exempt a relevant public authority from section 91B(1) of the Act in relation to the construction or use (or both) of a water supply work.
<b>Relevant Environmental Planning Instruments</b>	
State Environmental Planning Policy (Transport and Infrastructure) 2021	<p>The Transport and Infrastructure SEPP is the principal environmental planning instrument which prescribes public infrastructure as either:</p> <ul style="list-style-type: none"> <li>• exempt development under Part 4 of the Environmental Planning and Assessment Act 1979 (EP&amp;A Act).</li> <li>• development permitted with consent under Part 4 of the EP&amp;A Act or</li> </ul>

REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

Legislation, plans and policies	Discussion
	<ul style="list-style-type: none"> <li>development permitted without consent under Part 5 of the EP&amp;A Act.</li> </ul> <p>The SEPP also defines the consultation required with relevant public authorities during the assessment process and prior to development commencing.</p>
State Environmental Planning Policy (Resilience and Hazards) 2021	<p>The Resilience and Hazards SEPP aims to promote an integrated and coordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the <i>Coastal Management Act 2016</i>. Specifically, manage development in the coastal zone and protect the environmental assets of the coast.</p> <p>The clearing of coastal wetlands and littoral rainforests will also trigger a requirement for an assessment under the <i>Biodiversity Conservation Act 2016</i>. Namely, coastal wetlands and littoral rainforests mapped under the Resilience and Hazards SEPP are also types of land included on the Biodiversity Values (BV) Map.</p>
State Environmental Planning Policy (Biodiversity and Conservation) 2021 (Biodiversity and Conservation SEPP)	<p>The Biodiversity and Conservation SEPP aims to:</p> <ul style="list-style-type: none"> <li>protect the biodiversity values of trees and other vegetation in non-rural areas of the State.</li> <li>to preserve the amenity of non-rural areas of the State through preservation of trees and other vegetation.</li> </ul> <p>Chapter 3 of the Biodiversity and Conservation SEPP aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population declines.</p> <p>Chapter 3, Part 3.2 applies to land zoned RU1 Primary Production, RU2 Rural Landscape and RU3 Forestry.</p>
<b>Other relevant policies, guidelines and plans</b>	
Council's Contaminated Land Policy	<p>The policy, amongst other things, aims to enable the effective on-going identification and recording of contaminated land issues, and minimise potential for adverse social (including environmental and public health issues) and economic impacts as a result of contaminated land issues.</p> <p>The approach to addressing these information requirements is often in the form of a preliminary contaminated land use assessment or a Preliminary Site Investigation in order to understand whether widespread contamination of the site is likely and if further investigations are warranted.</p>
Waste Management Guidelines	To help waste generators classify the wastes they produce, the NSW Environment Protection Authority (EPA) has developed Waste Classification Guidelines. The guidelines are typically addressed by preparing a waste management plan for all waste generating proposals.
Guidelines for Division 5.1 assessments	Department of Planning & Environment guideline dated June 2022, or as amended.

REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

**Appendix 2: Approvals required by other agencies**

Approvals to undertake infrastructure works sometimes require an associated authority (e.g. approvals, licence, consent, permission or permit) under legislation other than the EP&A Act.

These approvals include a separate approval for activities permitted without consent under Part 5.

Some typical authorities that Council infrastructure works may require approvals from are below.

Authority	Instrument	Activities triggering an authority
NSW Department of Primary Industries – Fisheries	<i>Fisheries Management Act 1994:</i> <ul style="list-style-type: none"> <li>Section 200 – permit to carry out works of dredging or reclamation.</li> <li>Section 205 – permit to harm (cut, remove, damage, destroy etc.) marine vegetation on public water land.</li> <li>Section 219 – permit to obstruct the free passage of fish.</li> </ul>	Bridge and causeway reconstruction including low level crossings, dams, that obstruct fish passages, river bank revetment and the like.
NSW National Parks and Wildlife Service	<i>National Parks and Wildlife Act 1974:</i> Aboriginal Heritage Impact Permit (AHIP) issued under Part 6, Division 2 where harm to an Aboriginal object or Aboriginal place cannot be avoided.	Excavation within an Aboriginal place of heritage significance.
NSW Department of Climate Change, Energy, Environment and Water	<i>Heritage Act 1977:</i> <ul style="list-style-type: none"> <li>Section 60 relates to adverse effects on items subject to an interim Heritage Order or on the State Heritage Register; exemption from the requirement to obtain an approval under Section 57(2).</li> <li>Section 146 requires notification of the NSW Heritage Council upon discovery of a relic.</li> </ul>	Maintenance and renewal works to an item or conservation area of State heritage significance or discovery of a relic.
NSW Department Crown Lands	<i>Crown Land Management Act 2016:</i> <ul style="list-style-type: none"> <li>Short-term activity – short-term licence.</li> <li>Licence to occupy and use Crown land – general licence</li> </ul>	<ul style="list-style-type: none"> <li>Short-term licence: environmental protection and/or rehabilitation- for example eradication of noxious weeds or land regeneration.</li> <li>General licence: works within Crown Land reserves.</li> </ul>
NSW Rural Fire Service	<i>Rural Fires Act 1997:</i> <ul style="list-style-type: none"> <li>S. 100B authorisation for residential or rural residential subdivisions or special fire protection purposes.</li> </ul>	Building of certain class 1–9 buildings (pursuant to the Building Code of Australia) on land mapped as bushfire prone land.



REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

**Appendix 3 - Example REF signoff page**

<b>Certification (person preparing the assessment)</b>	
I certify to the best of my knowledge that:	
<ul style="list-style-type: none"> <li>a. this REF provides a true and fair review of the proposed activity in relation to its likely effects on the environment. It assesses to the fullest extent possible all matters affecting or likely to affect the environment as a result of the proposed activity.</li> <li>b. this REF has established that the activity is not likely to significantly affect the environment and an Environmental Impact Statement is not required.</li> <li>c. the REF has concluded that there will be no significant impacts on matters of national environmental significance or any impacts on Commonwealth land.</li> <li>d. the proposal should proceed subject to the implementation of all environmental safeguards and management actions identified in the REF and compliance with all other relevant statutory approvals, licenses, permits and authorisations.</li> </ul>	
<p>Note 1: Projects with unacceptable impacts are recommended not to proceed or be subject to further investigation and assessment in accordance with an Environmental Impact Statement process.</p> <p>Note 2: The imposition of environmental safeguards and management actions identified in the REF are to minimise any adverse impact the activity may cause and to give effect to the objectives of Part 5 of the Environmental Planning and Assessment Act, 1979.</p>	
Name	
Signature	
Position	
Date	

<b>Project Team Signoff</b>	
I confirm that:	
<ul style="list-style-type: none"> <li>• the REF provides an accurate description of the project scope of works.</li> <li>• the mitigation measures proposed within the REF form part of the final project scope of works.</li> <li>• the mitigation measures proposed within the REF will be implemented as described during construction and operation of the works.</li> <li>• any changes to the project scope of works or disturbance footprint will be communicated to the delegate for further assessment (if required).</li> </ul>	
Name	
Signature	
Position	
Date	



REVIEW OF ENVIRONMENTAL FACTORS DETERMINATION POLICY

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<b>Review and Final Determination (person with delegation to review and determine the assessment)</b>	
I certify:	
<ul style="list-style-type: none"><li>to the best of my knowledge that based on the completed REF and my knowledge of the project, the assessment has been adequately completed, and the conclusion as to the likely environmental impact of the project is reasonable and the project can proceed subject to the relevant management measures and environmental safeguards and other relevant authorities described within the REF.</li><li>that I have reviewed and endorsed the contents of this REF document and, to the best of my knowledge the information it contains is neither false nor misleading.</li></ul>	
Name	
Signature	
Position	
Date	



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 10.7 CAPTAINS FLAT HERITAGE UPDATE

ATTACHMENT 1 LETTER TO NSW MINISTER FOR ENVIRONMENT AND  
HERITAGE - HERITAGE LISTED ITEMS IN CAPTAINS  
FLAT



OFFICE OF THE MAYOR

Queanbeyan-Palerang Regional Council  
253 Crawford St, Queanbeyan  
PO Box 90, Queanbeyan NSW 2620  
Tel. 02 6285 6223  
Email [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)  
Web [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)

Council ref: 26.5.1

25 March 2024

The Hon. Penelope Sharpe MLC  
Minister for the Environment and Heritage  
52 Martin Place  
SYDNEY NSW 2000

By email: [office@sharpe.minister.nsw.gov.au](mailto:office@sharpe.minister.nsw.gov.au)

Dear Minister Sharpe,

**Re: Heritage Listed Items in Captains Flat**

Recently, Transport for NSW announced their intention to demolish the former Stationmaster's Cottage at Captains Flat. The cottage is heritage-listed in the QPRC Local Environmental Plan. The railway precinct, or Captains Flat Railway Station Group has previously been listed on a Section 170 Heritage Register. Its current s170 listing status is unknown.

There is concern in the community that each item will be considered individually, and that the cumulative effect of demolishing numerous items will not be assessed.

The railway precinct contains numerous items of individual and collective merit, including the railway station, stationmaster's cottage, a goods shed, the railway platform, turntable, crane and gantry; the ore loader and scales as well as various items on the mine site itself.

Taking decisions about the future of each item individually, without reference to the other items and their collective heritage value, risks irreparable damage to Captains Flat's heritage.

On behalf of Queanbeyan-Palerang Regional Council, we are seeking a commitment that prior to the demolition of any heritage-listed item in Captains Flat, a Conservation Management Plan or similar document is developed for the Captains Flat mine site and associated railway infrastructure.

Yours sincerely,



**Cr Kenrick Winchester**  
Mayor  
Queanbeyan-Palerang Regional Council

CC. NSW Heritage Office

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 10.7 CAPTAINS FLAT HERITAGE UPDATE

ATTACHMENT 2 LETTER OF RESPONSE - MINISTER FOR REGIONAL  
TRANSPORT AND ROADS

**The Hon Jenny Aitchison MP**  
Minister for Regional Transport and Roads



Ref: 02078818  
Your Ref: 26.5.1

**Councillor Kenrick Winchester**  
**Mayor**  
**Queanbeyan-Palerang Regional Council**  
**PO Box 90**  
**Queanbeyan NSW 2620**

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Dear Kenrick,

Thank you for your correspondence to the Minister for Heritage about the Stationmaster's Cottage at Captains Flat. Your correspondence was referred to me as it falls within my portfolio responsibilities as Minister for Regional Transport and Roads.

I acknowledge your and Queanbeyan-Palerang Regional Council's concerns about the heritage-listed items in Captains Flat and your dedication to conserving them.

Transport for NSW advised me that a Statement of Heritage Impact (SOHI) is being prepared for this site. The SOHI is anticipated to go on public exhibition in early 2025. Additionally, Transport for NSW intends to hold a consultation on heritage interpretation with Council and the community. This consultation will run alongside the remediation planning at Captains Flat.

A previous public exhibition was held from September to October in 2023. Transport for NSW captured suggestions from this exhibition about heritage interpretation and ideas for encouraging visitation to the area. These suggestions will be included in the consultation process with Council and the community.

Further, Transport for NSW will liaise with Council and the community once timelines for this consultation are confirmed.

Thank you for taking the time to write. I genuinely appreciate the effort you have made to raise this matter with the Government.

Yours sincerely,



10/05/2024

**The Hon Jenny Aitchison MP**  
Minister for Regional Transport and Roads  
52 Martin Place Sydney NSW 2000  
GPO Box 5341 Sydney NSW 2001

02 7225 6060  
[nsw.gov.au/ministers](http://nsw.gov.au/ministers)

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 11.1 CULTURAL DEVELOPMENT & PUBLIC ART ADVISORY  
COMMITTEE - MEETING MINUTES

ATTACHMENT 1 CDPA - COMMITTEE MEETING MINUTES 26 OCT 2023



## Agenda & Minutes



<b>Date:</b>	Thursday 26 OCT 2023	<b>Time:</b>	5:30pm	<b>Venue:</b>	Rusten House Arts Centre
<b>Chairperson:</b>	Councillor & Deputy Mayor Esmā Livermore			<b>Minutes:</b>	Janita Byrne - Team Leader Culture, Arts and Museums
<b>Participants:</b>	Helen Ferguson, Helen Musa, Ali Clinch, Bill Waterhouse, Dennis Mortimer, Rose Marin			<b>Apologies:</b>	Kristy Griffin
<b>Visitor:</b>	Aroha Groves			<b>Absent:</b>	Cveta Taleski
<b>Meeting Objective:</b>	Site Recommendations for Freebody Sculpture Gift				

*Code of co-operation*

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. We start on time and finish on time</li> <li>2. We respect the Chair and direct all comments through the Chair</li> <li>3. We all participate and contribute – everyone is given the opportunity to voice their opinions</li> <li>4. We use improvement tools that enhance meeting efficiency and effectiveness</li> </ol> | <ol style="list-style-type: none"> <li>5. We actively listen to what others have to say, seeking first to understand, then to be understood</li> <li>6. We follow up on the actions for which we are assigned responsibility and complete them on time</li> <li>7. We give and receive open and honest feedback in a constructive manner</li> <li>8. We use data to make decisions (whenever possible)</li> </ol> |
|--|---|

No.	Item	Details	Who	Notes
1	Tabling and acceptance of minutes from previous meeting	Minutes from the July 2023 CDPA Committee Meeting were Accepted by Helen Musa & seconded by Ali Clinch	Janita Byrne Secretary	Minutes Tabled by Secretary at meeting after having been forwarded via email with meeting papers.
2	Presentation of First Nations artwork activations in new QBN Civic Building	Presentation was well received by all members of the committee	Aroha Groves – QPRC Indigenous Liaison Officer	Presentation was viewed in PowerPoint showing the Artwork chosen via a competitive process. The winning artist and work was profiled and the placement of the work in the new foyer space. View PDF attachment of presentation.



3	Presentation of Freebody Sculptural Gift and site options for installation	<p>Presentation by PowerPoint</p> <p>Outline of past Mayor Freebody was given. An outline of the Sculpture Gift and request by the Giftee's for placement of said sculpture be placed into the new QPRC Civic building.</p>	Janita Byrne	Four site options with visuals and rationales were presented to the committee – see attached PDF
4	Committee discussion on Freebody Sculpture site options and vote for site recommendation to Council	<p>The CDPA Committee recommended the following</p> <ol style="list-style-type: none"> <li>1. That the Council develops a Cultural Gifts Donation Policy and that the CDPA Committee reviews and gives recommendations on gifts prior to Council accepting them.</li> <li>2. The CDPA unanimously agreed that the new Civic Building was an incompatible site for the placement of the Freebody Sculpture in view of the First Nations artwork already chosen to welcome visitors to its interior.</li> <li>3. The CDPA Committee recommends that the QPRC Council choose between Options 2- the Historic Council Chambers &amp; the Committees request for Option 5- Queanbeyan Park, should both be considered for the siting of the Freebody sculpture – refer to presentation PDF attached for further detail .</li> </ol>	CDPA Committee	<p>A] Many of the committee members were dismayed that their professional arts experience and opinions had not been consulted at an earlier stage in this process and advise council on the validity and merit of Cultural Gifts.</p> <p>B] The Majority of the Committee members were concerned about possible prominence being given to one past mayor at the new building and that this might set a precedent for future requests for additional Mayoral representations from other sections of the community.</p> <p>C] Many of the committee members were unimpressed by the traditional format of the sculpture which harked back to colonial representations.</p> <p>D] The Majority of the Committee liked the idea of art in unexpended places, such as sports fields but that the placement of the Freebody Sculpture should be at a site that has historical connection to Mayor Freebody, such as site Option 2 the Historic Council Chambers or the Queanbeyan Park</p>



5	NSW Cultural Plan/Policy update and impacts for local Cultural Plan	The Committee agreed to push ahead with drafting an Updated QPRC Cultural Policy even if the NSW policy is late being delivered and that the next Committee meeting should focus on this development.	Janita Byrne	Janita informed the Committee that the new NSW Cultural Policy was due to be announced in December and that this would probably reflect the National Policy but would still impact the direction of our local approach because of State funding priorities etc.
6	Call for other business from the floor	Presentation for information... of a Possum Skin Cloak made in The Hive workshops under guidance & facilitation of Local Elder Aunty Matilda House. The Committee and Chair were very impressed by the quality & cultural significance of the cloak.	Helen Ferguson	Rose Marin from STA invited Helen Ferguson to exhibit the Cloak in the STA Box gallery sited in the Q Foyer in 2024

No.	Actions and Agreements	Who	When	Completed
1	Document with image Option 5 – Queanbeyan Park for the siting of the Freebody sculpture and forward to Committee with option votes and comments for approval & send to Council	Janita	Urgently	09/1123
2	Forward Janita's contribution to Create NSW Cultural Policy consultation to Committee	Janita	Mid Nov	
3	Forward NSW Cultural Policy to Committee when released	Janita	DEC	
4	Paperwork for next meeting focusing on a DRAFT QPRC Cultural Policy	Janita	Mid Jan	

<b>Meeting Closed :</b>	26/10/23	<b>Time:</b>	7:31pm	<b>Venue:</b>	Rusten House Art Centre
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<b>Next Meeting:</b>	Jan. 18 - 2024	<b>Time:</b>	5:30 -7:30pm	<b>Venue:</b>	NEW Civic Building - if possible
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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

### 12 JUNE 2024

ITEM 11.2      AUDIT, RISK AND IMPROVEMENT COMMITTEE MINUTES  
                                MARCH 2024

ATTACHMENT 1    ARIC MEETING MINUTES MARCH 2024



MINUTES OF THE ORDINARY MEETING OF THE AUDIT, RISK AND IMPROVEMENT COMMITTEE (ARIC) held at the QCCP Bungendore Room, 257 Crawford St, Queanbeyan on Monday, 18 March 2024 commencing at 9:30 AM.

### **ATTENDANCE**

#### **Members Present:**

Rhonda Wheatley	External Chairperson
Carolyn Rosetta-Walsh	External Deputy Chairperson – via zoom
Diana Hamono	External member

#### **Also Present:**

Rebecca Ryan	General Manager
Kate Monaghan	Director – Corporate Services
Furqan Yousuf	Audit Office of NSW - via zoom
Hashim Ali	Audit Office of NSW – via zoom
Judy Malpas	O'Connor Marsden and Associates – OCM
Yas Wickramasekera	O'Connor Marsden and Associates - OCM
Anita Cakalic	ARIC Secretary/Risk and Internal Audit Coordinator
Lesley Smith	Administrative Officer (Minutes)
Jacquelyn Richards	Director, Community, Arts and Recreation (for Items 4.3 and 8)
Adrian Smith	Purchasing Officer (for items 5.3 and 5.4)
Tracey Sligar	Chief Financial Officer (for Item 6.1, 6.2 and 6.3)
Matt Dale	Acting Manager, Digital (for Items 4.2 and 6.8)
Ricky Tozer	Manager, Workplace and Performance (for Items 6.9 and 6.10)

ARIC voting members held an in-camera session with Judy Malpas (Partner OCM) and Yas Wickramasekera (Principal OCM) at 9.30 am with the main meeting commencing at 10.00am. No minutes are taken for the in-camera session.

### **1. APOLOGIES**

The committee noted apologies from Cr Michele Biscotti (Councillor – Non voting member) and Cr Bryce Wilson (Councillor – Alternate non voting member).

### **2. DECLARATIONS OF INTEREST**

No disclosures were made by Committee members of any interest in the matters under consideration at this meeting.

### **3. CONFIRMATION OF MINUTES**

#### **3.1 Minutes of the Ordinary Meeting of the QPRC ARIC held on 4**

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**Ordinary Meeting of the QPRC Audit, Risk and Improvement Committee held 18 March 2024**

**ORDINARY MEETING OF THE QPRC ARIC**

**18 MARCH 2024**

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**December 2023**

**Resolution**

That the Minutes of the Ordinary Meeting of the QPRC ARIC held in the Queanbeyan Council Chambers on Monday 4 December 2023 be confirmed.

**Moved:** Diana Hamono

**Seconded:** Carolyn Rosetta-Walsh

**4. ARIC - ACTIONS ARISING FROM PREVIOUS MINUTES**

**4.1 Actions Arising Report March 2024**

**Resolution**

1. That the Audit, Risk and Improvement Committee review the report and confirm the status of action items.
2. All items marked complete were resolved as being complete.

**4.2 ICT Risk Assessment**

The ARIC noted that:

- The ICT Risk Assessment was conducted by Excelium to evaluate existing security measures and identify risks that could impact the organisation.
- The report contains a number of recommendations which the Digital Team have begun work on.

**Resolution**

1. That the committee noted the report and endorsed the actions recommended in the ICT Risk Assessment report.
2. Noted that the assurance map should be updated so that it includes this third-party report.

**4.3 Public Events Management and Bungendore Sports Hub - Update on progress**

ARIC noted the report and verbal update provided by the Director Community, Arts and Recreation in relation to:

- Progress in addressing the agreed management actions within the Public Events Management and Bungendore Sports Hub internal audit reports.
- The recruitment to fill vacant positions including: A new Manager, Economy, Place and Arts who has significant experience in large events management and a new event management coordinator (to be recruited).
- The scheduled summer events which is one of the busiest periods for the team.
- The review and prioritisation of the agreed management

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**Ordinary Meeting of the QPRC Audit, Risk and Improvement Committee held 18 March 2024**

**ORDINARY MEETING OF THE QPRC ARIC**

**18 MARCH 2024**

actions by the Manager, in addition to incorporating additional event management improvements identified.

- The progress of the Bungendore Sports Hub and the sourcing of additional grant funding for phase 2.
- That a report will be provided to Council on the phase 1 project deficit.

**Resolution**

1. That the report be received for information.
2. An update on the status (including financial status of phase 1) for the Bungendore Sports Hub should be submitted and presented at the next ARIC meeting (June 2024).

**5. AUDIT REPORTS**

**5.1 Audit Office of NSW Update March 2024**

**Resolution**

That the verbal update provided by the Audit Office of NSW be received for information.

**5.2 OCM Internal Audit Update - March 2024**

The ARIC noted:

- The status of Audits against the 2023-2024 approved annual internal audit plan.
- That the reports due in Q1 have been finalised as outlined and presented in Agenda items 5.3, 5.4 and 5.5.
- That pending TOR approval, fieldwork for the IT Disaster Recovery and Data Governance will commence in March 2024 with the audit of S.355 Committee Management requested to postponed till Quarter 4.

**Resolution**

That the update provided by OCM on the progress of internal audits for 2023-2024 be received for information.

**5.3 Final Audit Report - Contract Management**

The ARIC noted:

- The importance of the findings and the positive manner in which council is addressing the priority of these findings.
- That delegations for awarding contracts was included within the scope of this audit but as it is an exception based report there is no observations included.
- That council should consider who has delegations to approve variations to a contract if the variation is a certain percentage over the initial value.

**Resolution**

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**Ordinary Meeting of the QPRC Audit, Risk and Improvement Committee held 18 March 2024**

**ORDINARY MEETING OF THE QPRC ARIC**

**18 MARCH 2024**

1. That the finalised internal audit report on Contract Management be received for information.
2. The ARIC noted the opportunity for improvement in managing contracts and endorsed the importance of the findings and agreed actions within the report.

**5.4 Final Audit Report - Procurement of Materials**

The ARIC noted and discussed the following:

- Formal financial delegations and configuration of Technology One, which is aligned to the appropriate operational levels of approval and workflow based on the organisation's structure. Consequently, the chair requested confirmation of system implementation documentation establishing TechOne delegations.
- The procurement of materials through a central store and the requirement for specific internal controls to be in place to prevent fraud, theft and to ensure value for money is obtained.
- The inclusion of a fuel card audit within the next internal audit plan.
- That the next internal audit plan should go to the General Manager and the Executive for prioritisation, prior to being presented and endorsed by the ARIC in the June meeting.

**Resolution**

1. That the finalised internal audit report on Procurement Materials be received for information.
2. The ARIC noted the opportunity for improvement and endorsed the importance of the findings and agreed actions contained within the report.
3. The ARIC endorsed the inclusion of a fuel card audit within the 2024-2025 annual internal audit plan.
4. That the annual internal audit plan is prioritised by the General Manager and Executive prior to the ARIC June meeting.
5. The ARIC recommended that the review of delegations should be a priority, with the timeframe for completing this action to be brought forward.
6. That assurance is provided to the ARIC that system documentation establishing the delegations within Tech One can be evidenced.

**5.5 Final Audit Report - Climate Change Adaptation**

The ARIC noted and discussed that:

- Climate change has been a topical subject across different Councils.
- Although some improvements have been identified, QPRC is trending above the average for Councils in this area, particularly in having identified a single point of contact to assist with climate change issues.

**Resolution**

1. That the finalised internal audit report on Climate Change Adaptation be received for information.
2. The ARIC endorsed the findings and agreed actions contained within the report.

**5.6 Status of Audit Actions - as at March 2024**

The ARIC noted that:

- A number of outstanding Audit actions from the last reporting period have been completed.
- Several older items were still incomplete, but acknowledged council's work towards reducing these.

The ARIC also recommend that the existing contract management and procurement recommendations currently outstanding could be superseded by the tabled Internal Audits on Contract Management and procurement – this information could be reviewed, brought forward or combined.

**Resolution**

1. That the report providing an update on the status of agreed audit actions be received for information.
2. That council review any older audit actions with regard to contracts or procurement and consider if these are superseded or can be combined with recent agreed actions with approval from the General Manager or relevant Director.

**6. REPORTS TO ARIC - ITEMS FOR INFORMATION**

**6.1 CFO Status Report - March 2024**

**6.1 (a) Annual Engagement Plan**

In relation to the Audit Office Annual Engagement Plan, the ARIC noted:

- The timeline for the end of financial year financial audit.
- That the Audit Office is not expecting delays to the audit.
- That the key issues that may impact on the timeliness and quality of the audit, along with risk mitigation strategies, have been identified within the Annual Engagement Plan. It was noted that the internal audit of Data Governance will assist with this.
- That the timetable needs to consider that council elections will take place in September 2024, but this does not preclude the financial statements being presented during the caretaker period (prior to 11 September).

**6.1 (b) CFO Report**

The ARIC noted the report submitted by the CFO and the verbal update provided.



**ORDINARY MEETING OF THE QPRC ARIC**

**18 MARCH 2024**

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**Resolution**

1. That the report be received for information.
2. That the ARIC schedule to meet before 11 September to receive the draft financial statements.
3. The ARIC recommended that a list of RFS Assets can be obtained from the recent collection of data completed by Local Government NSW on red fleets assets.

**6.2 Financial Statements Sub-Committee Update**

**Resolution**

1. That the report be received for information.
2. The ARIC noted the Financial Statements Sub-Committee Agenda for their meeting of 26 February 2024 and the verbal update provided by the Chair of the Committee Carolyn Rosetta-Walsh.

**6.3 Quarterly Budget Review Statement for the Quarter Ending 31 December 2023**

**Resolution**

That the ARIC accepted and noted the Budget Review Statement for the quarter ending 31 December 2023 as presented to Council on 28 February 2024.

**6.4 Local Roads and Community Infrastructure Program Phase 4**

The ARIC endorsed and adopted the proposed Annual work plan for the committee for 2024 – noting:

- The meeting in September will need to be brought forward due to the financial statements (ref: Actions for item 6.1 (a)), and,
- Major projects report for the June 2024 meeting will include identification of high risk projects.
- That the management of grants is to move to a more centralised process.
- That there can be a gap between managing the grant project and financial management of the grant.
- Consideration of how ARIC has oversight of grants management and the potential to provide updates to ARIC using a graph.

**Resolution**

That the report be received for information.

**6.5 ARIC Meeting Planner - Annual Review 2024**

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Ordinary Meeting of the QPRC Audit, Risk and Improvement Committee held 18 March 2024

**Resolution**

That the ARIC agree to adopt the revised annual work plan as presented, with the inclusion of an in-camera session to be held with the external auditors (Audit Office of NSW) at the June meeting.

**6.6 Local Government (General) Amendment (ARICs) Regulation**

The ARIC noted and accepted the report showing how QPRC is fully compliant with the new *Local government (General) Regulation 2022*, which gives statutory force to key elements of the Office of Local Government's (OLG) Guidelines for Risk Management and Internal Audit for Local Government in NSW. The Amendment Regulation comes into force on 1 July 2024.

**Resolution**

That the report be received for information.

**6.7 Internal Audit Charter - annual review 2024**

The ARIC noted that revisions to the Internal Audit Charter (giving consideration to the Model Charter provided in the OLG Guidelines for Risk Management and Internal Audit for Local Government in NSW) had been circulated out-of-session with feedback received as a result. A 'clean' version incorporating this feedback to be circulated out-of-session for endorsement.

**Resolution**

That the Audit, Risk and Improvement Committee endorse the Internal Audit Charter out-of-session for adoption by Council.

**6.8 ICT Report - March 2024**

The ARIC noted and accepted the report provided and congratulated the Digital Team for the successful and smooth implementation of technology for the staff move to QCCP.

**Resolution**

That the report be received for information.

**6.9 Service reviews**

The ARIC noted:

- That the OLG published new guidelines for Integrated Planning and Reporting in September 2021 which included a new requirement to publish a program of service reviews.
- The previous service reviews conducted.
- That the ARIC should review any relevant outputs as part of the Service Review process.
- That the program of service reviews is being developed.

**ORDINARY MEETING OF THE QPRC ARIC**

**18 MARCH 2024**

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**Resolution**

That the report be received for information.

**6.10 Complaint management**

The ARIC noted the report provided and recommended that the complaint management process should be considered being included in the all staff induction program.

**Resolution**

That the report be received for information.

**6.11 Regulator Activities - External Reports of Interest**

**Resolution**

That the report be received for information.

**6.12 Compliance Reporting**

**Resolution**

That the report on Compliance and Reporting Activities for the six-month period from 1 July 2023 – 31 December 2023 be noted.

**7. REPORTS FOR CLOSED SESSION**

**7.1 Legal Update: July - December 2023**

**Resolution**

That the report be received for information.

**8. SENIOR MANAGEMENT PRESENTATIONS**

**Jacqui Richards** – Director Community, Arts and Recreation -  
Update on significant projects and risks – Presented at Item 4.3

**9. GENERAL BUSINESS**

There being no further business the meeting closed at 1.02pm

Next meetings: Monday 17 June 2024 – 9.30 am

Monday 16 September 2024 – 9.30am New Date TBA

Monday 9 December 2024 – 9.30am

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**Ordinary Meeting of the QPRC Audit, Risk and Improvement Committee held 18 March 2024**

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

12 JUNE 2024

ITEM 13.1 DELEGATE REPORT - CRJO MEETING 16 MAY 2024

ATTACHMENT 1 MINUTES BOARD MEETING 16 MAY 2024



**CANBERRA REGION  
JOINT ORGANISATION**

*Regional leadership connecting our communities*

# BOARD MEETING

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Thursday, 16 May 2024  
10.30am – 12pm  
Preston Stanley Room,  
NSW Parliament House, 6 Macquarie Street Sydney

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# MINUTES



Meeting Agenda  
Thursday, 16 May 2024  
10.30am – 12pm

Preston Stanley Room, NSW Parliament House

MEMBERS	
Bega Valley Shire Council	Mayor Russell Fitzpatrick (Chair) Anthony McMahon
Eurobodalla Shire Council	Mayor Mathew Hatcher Warwick Winn
Goulburn Mulwaree Council	Mayor Peter Walker Aaron Johansson
Hilltops Council	Mayor Margaret Roles Anthony O'Reilly
Queanbeyan-Palerang Regional Council	Mayor Kenrick Winchester (Deputy Chair) Rebecca Ryan
Snowy Monaro Regional Council	Mayor Chris Hanna David Hogan
Snowy Valleys Council	Mayor Ian Chaffey Steven Pinnuck
Upper Lachlan Shire Council	Mayor Pam Kensit Alex Waldron
Wingecarribee Shire Council	Mr. Viv May (PSM) Lisa Miscamble
Yass Valley Council	Mayor Allan McGrath Chris Berry
Wagga Wagga City Council (non-voting associate member)	Mayor Dallas Tout Peter Thompson
ACT Government (non-voting associate member)	David Clapham
Canberra Airport (non-voting affiliate member)	Noel McCann
Department of Regional NSW (non-voting, non-financial member)	Anthony Body
GUESTS	
NSW Government	Kalina Koloff, NSW Office Cross Border Commissioner Louise Taylor, Office of Local Government Heidi Stratford, NSW Reconstruction Authority
CRJO ATTENDEES	
Canberra Region Joint Organisation	Sharon Houlihan Hayley Chapman Jennifer Lang, Jennifer Lang Australia



### 1. Opening Meeting

The chair, Mayor Russell Fitzpatrick, opened the meeting at 9:20am.

### 2. Welcome & Acknowledgement of Country

The chair welcomed members and guests and made an acknowledgment of country.

### 3. Apologies

The chair called for any apologies. The board resolved to accept apologies and grant leaves of absence for the following apologies received:

- Cr Chris Hanna, Mayor, Snowy Monaro Regional Council
- David Hogan, Chief Executive Officer, Snowy Monaro Regional Council
- Rebecca Ryan, General Manager, Queanbeyan Palerang Regional Council
- Heidi Stratford, NSW Reconstruction Authority
- Noel McCann, Canberra Airport
- Michael Thomson, Canberra Airport
- Cr Pam Kensit, Mayor, Upper Lachlan Shire Council
- Cr Peter Walker, Mayor, Goulburn Mulwaree Council
- Aaron Johannsen, General Manager, Goulburn Mulwaree Council
- Hayley Chapman, Canberra Region Joint Organisation.

### 4. Disclosure of Interest

With reference to Chapter 14 Local Government Act 1993, and Canberra Region Joint Organisation's Code of Conduct, councillors are required to declare any conflicts of interest in the matters under consideration by CRJO at this meeting.

No conflicts of interest in the matters under consideration were declared.

### 5. Notice of Rescission

Pursuant to Clause 372 of the Local Government Act 1993 a voting representative may lodge a notice to rescind a motion for the board's consideration.

No notices to rescind a motion were lodged.

### 6. Notice of Motions

Pursuant to Clause 10.2 of the Code of Meeting Practice a voting representative may lodge a notice of motion for the board's consideration.

No notices of motion regarding code of meeting practice were lodged.

### 7. Urgent Business

Any additional business to be discussed requires a board resolution or a ruling by the chair that the matter is of great urgency. The board may resolve to accept any late item, information or urgent business to be discussed and/or determined at this meeting.



Meeting Agenda  
Thursday, 16 May 2024  
10.30am - 12pm

Preston Stanley Room, NSW Parliament House

The chair called for any additional business pursuant to Clause 9.3 of the Code of Meeting Practice.

No additional business, late items, information or urgent business were raised.

## 8. Chair's Minutes

Pursuant to Clause 9.6 of the Code of Meeting Practice the chair, without notice, may put to the meeting a minute on any matter or topic that is within the jurisdiction of the Canberra Region Joint Organisation.

No chair's minutes were put.

## 9. Confirmation of Minutes

### RESOLUTION 05/24 - 01

**Moved:** Mr Viv May

**Seconded:** Cr Kenrick Winchester

**That the Canberra Region Joint Organisation Board receives and notes the minutes from the previous board meeting held 1 March 2024.**

**CARRIED**

## 10. Briefings to CRJO Board

### 10.1 Associate and Affiliate Members

The following associate members provided verbal updates to the board:

- Dr David Clapham, Executive Branch Manager, Economic and Regional Policy, ACT Government

### RESOLUTION 05/24 - 02

**Moved:** Cr Kenrick Winchester

**Seconded:** Cr Allan McGrath

**That the Canberra Region Joint Organisation Board receives and notes updates from associate and affiliate members.**

**CARRIED**

*(Noting apology received from Noel McCann, Director of Planning and Government Relations, Canberra Airport)*





## 10.2 State Government Agencies

The following NSW State Government Agencies will provide verbal updates to the Board:

- Anthony Body, Regional Director, Illawarra and South East NSW, Department of Regional NSW
- Kalina Koloff, NSW Cross Border Commissioner, NSW Office of the Cross Border
- Louise Taylor, Council Engagement Officer, NSW Office of Local Government

### RESOLUTION 05/24 - 03

Moved: Cr Mathew Hatcher

Seconded: Cr Kenrick Winchester

**That the Canberra Region Joint Organisation Board receives and notes updates from state government agencies.**

**CARRIED**

*(Noting apology received from Heidi Stratford, NSW Reconstruction Authority)*

## 11. Presentations

Nil

## 12. Reports to Board: For Discussion

Nil

## 13. Reports to Board: For Decision

### 13.1 2024-25 Budget

#### RESOLUTION 05/24 - 04

Moved: Cr Russell Fitzpatrick

Seconded: Cr Allan McGrath

**That the Canberra Region Joint Organisation board adopts the Canberra Region Joint Organisation 2024/25 Budget.**

**CARRIED**



### 13.1.1 Statement of Revenue Policy

**RESOLUTION 05/24 – 05**

**Moved:** Cr Kenrick Winchester

**Seconded:** Cr Mathew Hatcher

**That the Canberra Region Joint Organisation board adopts the Canberra Region Joint Organisation 2024/25 Statement of Revenue Policy.**

**CARRIED**

### 13.2 Financial Policy Review

**RESOLUTION 05/24 - 06**

**Moved:** Mr Viv May

**Seconded:** Cr Kenrick Winchester

**That the Canberra Region Joint Organisation board:**

- 1. notes the report from the Director Corporate Services on the financial policies review.**
- 2. adopts the following as Canberra Region Joint Organisation's policies:**
  - a. Expenses and Facilities Policy.**
  - b. Procurement Policy.**

**CARRIED**

### 13.3 Internal Audit Charter

**RESOLUTION 05/24 - 07**

**Moved:** Cr Allan McGrath

**Seconded:** Cr Kenrick Winchester

**That the Canberra Region Joint Organisation board adopts the Canberra Region Joint Organisation Internal Audit Charter.**

**CARRIED**



### 13.4 Audit Risk and Improvement Committee Terms of Reference

**RESOLUTION 05/24 - 08**

**Moved:** Cr Ian Chaffey

**Seconded:** Mr Viv May

**That the Canberra Region Joint Organisation board adopts the Canberra Region Joint Organisation Audit, Risk and Improvement Committee Terms of Reference.**

**CARRIED**

### 13.5 Circular Economy Business Cases and Roadmap

**RESOLUTION 05/24 - 09**

**Moved:** Cr Mathew Hatcher

**Seconded:** Cr Kenrick Winchester

**That the Canberra Region Joint Organisation board:**

- 1. endorses the Circular Economy Roadmap, noting that cross-government work will continue to develop the roadmap into a strategy for future tripartite adoption by CRJO Board, the ACT Government and the NSW Government.**
- 2. notes the draft business cases for plastics, construction and demolition and food organics green organics (FOGO) waste streams and their status.**

**CARRIED**

### 13.6 2024 Future Board Meetings

**RESOLUTION 05/24 - 10**

**Moved:** Cr Ian Chaffey

**Seconded:** Mr Viv May

**That the Canberra Region Joint Organisation board adopts the new board meeting date for the 2024 third board meeting to 2 August 2024, hosted by Snowy Valleys Council.**

**CARRIED**



### 13.7 Executive Officer Performance Plan

#### RECOMMENDATION

Moved: Mr Viv May

Seconded: Cr Kenrick Winchester

That the Canberra Region Joint Organisation board:

1. endorses the executive officer's initial performance plan to 30 June 2024, as referred by the General Managers Advisory Group.
2. establishes an executive officer performance review panel, made up of the chairs and deputy chairs of the board and the General Managers Advisory Group, for the purpose of reviewing performance against the executive officer performance plan to 30 June 2024 and the setting and reviewing of subsequent executive officer performance plans.

#### RESOLUTION 05/24 - 11

Moved: Mr Viv May

Seconded: Cr Kenrick Winchester

That the Canberra Region Joint Organisation board:

1. endorses the executive officer's initial performance plan to 30 June 2024, as referred by the General Managers Advisory Group.
2. establishes an executive officer performance review panel, made up of the chairs of the board and the General Managers Advisory Group and one other board or general manager nominee of the executive officer, for the purpose of reviewing performance against the executive officer performance plan to 30 June 2024 and the setting and reviewing of subsequent executive officer performance plans.

CARRIED

### 14. Reports to Board: For Noting

#### 14.1 2024 Minister Meeting Questions & Schedule

#### RESOLUTION 05/24 - 12

Moved: Mr Viv May

Seconded: Cr Kenrick Winchester

That the Canberra Region Joint Organisation Board receives and notes the 2024 Minister Meeting Questions & Schedule report.

CARRIED



#### 14.2 Executive Officer Status Report

**RESOLUTION 05/24 - 13**

**Moved:** Cr Mathew Hatcher

**Seconded:** Mr Viv May

**That the Canberra Region Joint Organisation Board notes the Executive Officer Status Report.**

**CARRIED**

#### 14.3 Audit of 2022-23 Financial Statements

**RESOLUTION 05/24 - 14**

**Moved:** Cr Allan McGrath

**Seconded:** Cr Margaret Roles

**That the Canberra Region Joint Organisation board:**

1. receives the audited Canberra Region Joint Organisation 2022-23 General Purpose Financial Statements and associated Independent Auditor's Report and Report on Conduct of the Audit issued by the NSW Audit Office for formal close of the audit process via submission to the Office of Local Government and publishing on Canberra Region Joint Organisation website.
2. notes the signed Management Representation Letter as provided to the NSW Audit Office.

**CARRIED**

#### 14.4 Finance Report

**RESOLUTION 05/24 - 15**

**Moved:** Cr Margaret Roles

**Seconded:** Cr Mathew Hatcher

**That the Canberra Region Joint Organisation board receives the CRJO Finance Report and notes the financial position of the organisation at 31 March 2024.**

**CARRIED**



#### 14.5 Governance and Compliance

**RESOLUTION 05/24 - 16**

**Moved:** Cr Mathew Hatcher

**Seconded:** Cr Margaret Roles

**That the Canberra Region Joint Organisation Board receives and notes the governance and compliance status report.**

**CARRIED**

#### 14.6 Disclosure by Councillors and Designated Persons Return 2022-23

**RESOLUTION 05/24 - 17**

**Moved:** Cr Margaret Roles

**Seconded:** Cr Mathew Hatcher

**That the Canberra Region Joint Organisation Board notes the report on the lodgement of annual disclosures by designated positions for the period ending 30 June 2023.**

**CARRIED**

#### 14.7 Reporting Statistics on Code of Conduct Complaints about Councillors and the Executive Officer

**RESOLUTION 05/24 - 18**

**Moved:** Cr Allan McGrath

**Seconded:** Cr Mathew Hatcher

**That the Canberra Region Joint Organisation Board receives and notes the report on reporting statistics on code of conduct complaints about councillors and the executive officer.**

**CARRIED**

#### 14.8 CRJO Program Status Report

**RESOLUTION 05/24 - 19**

**Moved:** Cr Margaret Roles

**Seconded:** Cr Mathew Hatcher

**That the Canberra Region Joint Organisation Board receives and notes the Canberra Region Joint Organisation Program Status Report.**

**CARRIED**



#### 14.9 Audit Risk and Improvement Meeting Minutes

**RESOLUTION 05/24 - 20**

**Moved:** Cr Allan McGrath

**Seconded:** Cr Margaret Roles

**That the Canberra Region Joint Organisation board notes the Audit, Risk and Improvement Committee quarterly meeting minutes from meetings held 12 March 2024, 12 December 2023 and 19 September 2024.**

**CARRIED**

#### 14.10 NSW Joint Organisation Chairs Forum Minutes

**RESOLUTION 05/24 - 21**

**Moved:** Cr Russell Fitzpatrick

**Seconded:** Mr Viv May

**That the Canberra Region Joint Organisation board notes the minutes of the NSW Joint Organisations Chairs Forum held at NSW Parliament House on 21 March 2024.**

**CARRIED**

### 15. Closed Session

#### 15.1 Code of Conduct Governance Report

This matter is considered to be confidential under Section 10A(2)(i) alleged contraventions of any code of conduct requirements applicable under section 440 of the Local Government Act 1993. All persons who are not members of the Canberra Region Joint Organisation board (or their representative) be asked to leave the meeting.

CRJO must resolve to move into closed session to deal with any items under s10 Local Government Act 1993.

**RESOLUTION 05/24 - 22**

**Moved:** Cr Allan McGrath

**Seconded:** Cr Mathew Hatcher

**That Canberra Region Joint Organisation considers the confidential report listed below in a meeting closed to the public in accordance with Section 10A(2)(i) of the Local Government Act 1993.**

**CARRIED**



Meeting Agenda  
Thursday, 16 May 2024  
10.30am - 12pm

Preston Stanley Room, NSW Parliament House

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*Ms Louise Taylor, Council Engagement Manager, Kalina Koloff Cross Border Commissioner and Ms Jennifer Lang, Jennifer Lang Australia left the meeting at 12.22pm.*

**RESOLUTION 03/24 - 23**

**Moved:** Cr Mathew Hatcher

**Seconded:** Cr Russell Fitzpatrick

**That the Canberra Region Joint Organisation Board moves into open session.**

**CARRIED**

**RESOLUTION 03/24 - 24**

**Moved:** Cr Mathew Hatcher

**Seconded:** Cr Russell Fitzpatrick

**That the Canberra Region Joint Organisation board notes the verbal report by the executive officer regarding outcome of investigation of confidential governance matters previously reported to the board and notes that a report has also been provided in open session of the board meeting providing de-identified information as to the status of current governance matters including code of conduct complaints, public interest disclosures, government information (public access) requests, ICAC referrals and the like.**

**CARRIED**

*Ms Louise Taylor, Council Engagement Manager, Kalina Koloff Cross Border Commissioner and Ms Jennifer Lang, Jennifer Lang Australia returned to the meeting at 12.27pm.*

**16. Close**

The chair closed the meeting at 12:28pm.