



Regional Council

Gundagai Area: Ph: 02 6944 0200
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ORDINARY COUNCIL MEETING

12 DECEMBER 2016

Cootamundra Local Environmental Plan 2013

Current version for 5 August 2016 to date (accessed 6 December 2016 at 16:58)

Land Use Table > Zone IN3

Zone IN3 Heavy Industrial

1 Objectives of zone

- To provide suitable areas for those industries that need to be separated from other land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of heavy industry on other land uses.
- To support and protect industrial land for industrial uses.

2 Permitted without consent

Nil

3 Permitted with consent

Depots; Freight transport facilities; General industries; Hazardous storage establishments; Heavy industries; Offensive storage establishments; Roads; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Community facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Function centres; Health services facilities; Helipads; Highway service centres; Home businesses; Home occupations; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Light industries; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation areas (indoor); Recreation areas (major); Recreation areas (outdoor); Registered clubs; Research stations; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Sex services premises; Stock and sale yards; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Water recreation structures; Water storage facilities; Wharf or boating facilities; Wholesale supplies

Cootamundra Local Environmental Plan 2013

Current version for 5 August 2016 to date (accessed 6 December 2016 at 16:58)

Land Use Table > Zone R1

Zone R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Dwelling houses; Group homes; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Resource recovery facilities; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies



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Important
This map was produced on the GEOCENTRIC DATUM OF AUSTRALIA 1994 (GDA94), which has superseded the Australian Geographic Datum of 1984 (AGD66/84). Heights are referenced to the Australia Height Datum (AHD) heights. For most practical purposes GDA94 coordinates and satellite derived (GPS) coordinates based on the World Geodetic Datum 1984 (WGS84) are the same.



Map Scale: 1:20000 at A4

Drawn By: Chris Imrie

Important
This map was produced on the GEOCENTRIC DATUM OF AUSTRALIA 1994 (GDA94), which has superseded the Australian Geographic Datum of 1984 (AGD84/84). Heights are referenced to the Australian Height Datum (AHD).
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Council

Received

File No. 2016/1105

26 OCT 2016

Initial CS

SURVEYED	IS	DRAWN	PG	CHECKED	TS	APPROVED	TS
SURVEY	INSTRUCTION	1900	SCALE	1:7500	A3	DATE OF SURVEY	17/07/2015
DRAWING NAME	1906050001000						
CAD FILE	1906050001000						
ISSUE	1						

C.M.S. Surveyors Pty. Ltd.

A.C.N. 096 240 201

PO Box 525 COOTAMUNDRA NSW

90 WALLEDOON STREET, COOTAMUNDRA NSW 2590

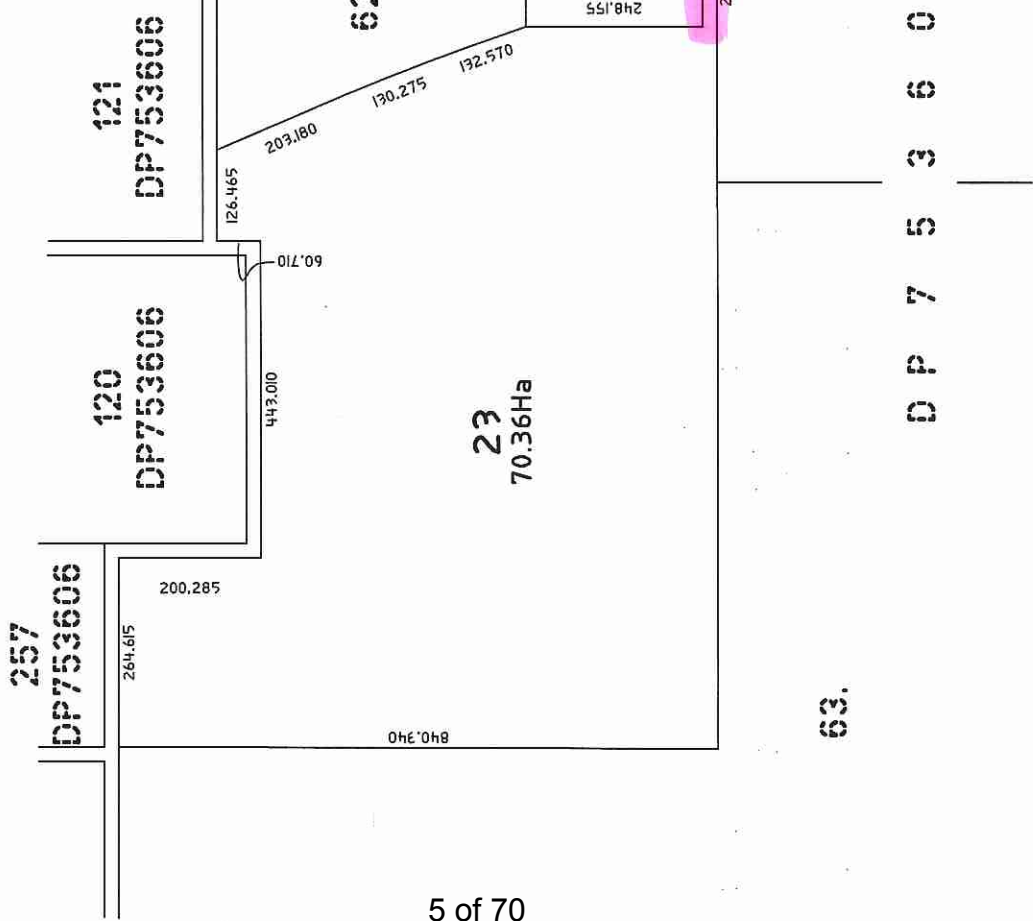
Telephone: (02) 6942 3395 Facsimile: (02) 6942 4046

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**SURVEY PLAN SHOWING PROPOSED BOUNDARY
ADJUSTMENT BETWEEN LOTS 213 & 263
'ROO RUN' FRAMPTON ROAD
COOTAMUNDRA NSW**

28/08/2016

1 FIRST ISSUE



FRAMPTON ROAD
JUNE - COOTAMUNDRA RAILWAY
OLYMPIC HIGHWAY
UNFORMED

DEVELOPMENT ASSESSMENT REPORT

*Pursuant to the Environmental Planning & Assessment Act 1979
Section 79C (as amended)*

DATE OF REPORT COMMENCEMENT:

5 December 2016

COUNCIL OFFICER COMPLETING DEVELOPMENT ASSESSMENT:

CHRIS IMRIE

DEVELOPMENT REFERENCE:

DA 2016/105

DEVELOPMENT ADDRESS:

Frampton Road COOTAMUNDRA

DEVELOPMENT LOT / SEC / PLAN:

Lot: 263 DP: 753606, Lot: 213 DP: 753606

OWNER(S):

John Patrick White

APPLICANT:

John Patrick White

APPLICANT ADDRESS:

C/- CMS Surveyors Pty Ltd
PO Box 525
COOTAMUNDRA NSW 2590

PROPOSAL:

Boundary adjustment

ZONING (LEP):

Zone E3 Environmental Management

OTHER SPECIAL ZONING IMPACTS:

No

BACKGROUND:

Boundary adjustment subdivision for the purpose of creating a road access handle to existing Lot 263.

PREVIOUS DEVELOPMENT PROPOSALS AND DECISIONS:

No known previous development applications and decisions.

INTEGRATED / DESIGNATED / ADVERTISED / NEIGHBOUR NOTIFICATION / CROWN DEVELOPMENTS:

The proposed subdivision is not integrated/designated/advertised or Crown development and does not require neighbour notification.

STATUTORY CONSIDERATIONS / EP&A ACT / EP&A REGULATION:

DEVELOPMENT ASSESSMENT REPORT

*Pursuant to the Environmental Planning & Assessment Act 1979
Section 79C (as amended)*

State of Environmental Planning Policies:

Rural SEPP – no impacts

Regional Environmental Planning Policies:

The draft Riverina Murray Regional Plan has been prepared and the public exhibition of the draft plan has recently been completed.

The proposal will have no impact in relation to the draft plan.

Cootamundra LEP 2013:

Zone E3 – Environmental Management under the Cootamundra LEP 2013. Proposed subdivision is permissible with Council's consent. LEP Boundary adjustment clause applies.

Cootamundra Draft LEP:

No draft LEP applicable to the Development Application

Section 117 Directions:

N/A

Model Provisions:

N/A

Council Policy Considerations:

No relevant Council policy considerations

DCP:

The Cootamundra DCP 2013 – No Impact

Traffic Generating Guidelines:

Not relevant to this application

Section 94 Contributions Policies:

S94 Contributions plan does not apply to the E3 Zone

Section 94a Contributions Policies:

Not applicable to subdivision of land in the E3 zone.

REFERRALS:

No referrals to other agencies required

SECTION 79C CONSIDERATIONS:

Provisions of any Environmental Planning Instrument:

Subdivision provisions of the Cootamundra LEP 2013.

Provision of any Draft Environmental Planning Instrument:

No applicable draft environmental planning instrument

Development Control Plans:

Subdivision is consistent with the Cootamundra DCP 2013

DEVELOPMENT ASSESSMENT REPORT

Pursuant to the Environmental Planning & Assessment Act 1979
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Matters Prescribed by Regulations:

N/A

Likely Impact of Development:

No adverse impacts likely; proposed subdivision is within a rural area and if approved, will enable the construction of an access driveway to Lot 263 to the benefit of adjoining owner.

Context and Setting:

The proposed subdivision is situated in a rural setting

Access, Transport and Traffic:

New access to rear allotment foreseen and will need to be approved by Engineering services.

Public Domain:

No adverse impact

Utilities:

No requirements for utilities.

Heritage:

No known heritage considerations

Other Land Resources:

No known other relevant matters

Water:

No adverse impacts likely

Soil:

No adverse impacts likely

Air and Microclimate:

No adverse impacts likely

Flora and Fauna:

No adverse impacts likely

Waste:

No relevant issues

Energy:

No relevant issues

Natural Hazards:

Allotments are identified as being bushfire prone. No known flooding or other hazards. Flood mapping had not been undertaken for this land

Social Impact and Locality:

None

DEVELOPMENT ASSESSMENT REPORT

Pursuant to the Environmental Planning & Assessment Act 1979
Section 79C (as amended)

Economic Impact and Locality:

None

Site Design and Internal Design:

No relevant site design/internal design issues; subdivision of land only

Construction Matters:

No relevant construction matters at this stage as DA is for subdivision of land only

Submissions:

No submissions; proposal was not advertised.

Public Interest:

Proposal is not seen to have any negative impacts

FINANCIAL IMPACTS:

No known implications

POLICY IMPACTS:

No known policy impacts

ORGANISATIONAL IMPACT:

No known organisational impacts

RISK MANAGEMENT IMPACTS:

NO known risk management issues

LEGAL ISSUES:

No identified legal issues

CONCLUSION:

That the DA be APPROVED

RECOMMENDATION:

DA be approved, subject to following conditions:

Determination and Conditions:

Preparation of a certified surveyors plan in accordance with the plan submitted with DA

DEVELOPMENT ASSESSMENT SIGNING OFFICER:



CHRIS IMRIE
Manager Development Services

5.12.16

Date



Deed of Agreement
between
the Council of the City of Wagga Wagga
and the Councils of
Bland, Coolamon, Cootamundra-Gundagai,
Federation, Greater Hume, Junee, Lockhart,
Snowy Valleys and Temora
for the Provision of Library and Information
Services

2012 - 2018

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3. MEMBERSHIP OF THE COMMITTEE

- 3.1 WWCC shall appoint five persons, three of which must be elected members, and each of the other Councils shall appoint two persons, one of which must be an elected member, (hereinafter referred to as delegates) to be members of a committee to be known as the Riverina Regional Library Advisory Committee (hereinafter referred to as "the Committee").
- 3.2 Each Member Council shall appoint one alternate delegate (hereinafter referred to as the alternate delegates) to the Committee to attend in the absence of delegates.
- 3.3 The Member Councils shall appoint their delegates and alternate delegate at the first Council meeting held after the quadrennial Local Government Elections.
- 3.4 Any vacancy occurring in the Committee by death, resignation, disqualification or otherwise, shall be filled by the appointment of a new delegate by the appropriate Council at its next Ordinary Meeting for the remainder of the quadrennial term. A Member Council will notify the Committee in writing of the new member's details.
- 3.5 Each delegate and alternate delegate may be removed from office at any time by the resolution of the appointing Council.
- 3.6 Each Member Council shall indemnify the Executive Council in respect of any liability incurred in relation to each of its appointed members.

4. PROCEEDINGS OF THE COMMITTEE

- 4.1 The Committee shall meet on not less than two occasions each year.
- 4.2 The meeting of the Committee immediately following the appointment of delegates by each of the Member Councils in Local Government election years shall be the meeting for the election of Office Bearers and the Executive Committee for the ensuing twelve months and shall be known as the Annual General Meeting (AGM). The final meeting for the year will be the AGM in years between Local Government elections. The order of business to be conducted shall be as follows:
 - i) Election of Chairperson
 - ii) Election of Deputy Chairperson
 - iii) Election of Executive Committee
 - iv) Any other business that is necessary for the due and proper conduct of the RRL, including receipt of Annual Reports for financial year preceding
 - v) Meeting places for the forthcoming year shall be decided

- 4.3 The election for the Chair, Deputy Chair and Executive Committee will be carried out in accordance with Schedule 7 of the Local Government General Regulation 2005.

In accordance with Schedule 7 Part 1 of the Local Government Regulation 2005, a Returning Officer is to be appointed to record the election for the period of the election process.

Nominations will be accepted from the floor, requiring a mover and seconder as well as the consent of the nominee.

If only one member is nominated for a position and accepts the nomination, that member shall be elected.

If two members are nominated, voting shall be by a show of hands. The member who receives the highest number of votes shall be elected.

If the votes are tied, the member elected will be drawn by lot.

If three or more members are nominated, voting shall be by a show of hands. After the first count, the member with the lowest number of votes (or the members in excess of the number required for the Executive Committee with the lowest number of votes) is/are excluded. If the votes are tied, the member excluded will be drawn by lot.

- 4.4 The Executive Director shall call an extraordinary meeting on the request of the Chairperson or any three members of the Committee.

- 4.5 The procedure for the conduct of Meetings and General Business of Councils as provided for in the Local Government Act, 1993, (as amended), and the Regulations made there under shall apply to the conduct of Meetings and General Business of the Committee.

4.5.1 The quorum for a meeting of the RRL Advisory Committee is a majority of delegates or alternate delegates appointed by Member Councils

4.5.2 If a quorum is not present at a meeting, the Executive Committee has the power to make recommendations on behalf of the Advisory Committee to the Executive Council on matters arising from that meeting

- 4.6 WWCC has five votes and each other Member Council has two votes. Delegates or alternate delegates must be present at meetings to cast their vote.

- 4.7 The Executive Committee, comprising the Chairperson, Deputy Chairperson and four other delegates appointed by the Committee, two of which must be elected members, and two of which must be Council officers together with the Executive Director, shall form a Working Group within the Committee to act on urgent issues as required by the Committee and develop plans and policies for presentation to the Committee.

Business shall not be transacted at any meeting of the Executive Committee unless a majority of members be present.

- 4.8 In the event of a vacancy occurring in the Executive Committee by reason of death, resignation, disqualification or otherwise, the Committee shall fill the vacancy by appointment of a member of the Committee to the Executive Committee.
- 4.9 Any notice of motion recommending amendment of this Agreement by the Committee shall be given in writing by the Member Councils at least one month before the meeting of the Committee at which the motion is to be discussed.
- 4.10 No alteration shall be made to this Agreement unless the proposal for alteration has the support of two thirds of the Member Councils.

5. RESPONSIBILITIES OF THE MEMBER COUNCILS

- 5.1 Member Councils aim to conduct public library and public information services at a standard no less than that recommended from time to time by the Library Council of New South Wales.
- 5.2 The Member Councils shall provide suitable Branch Library facilities complete with the necessary fittings and furnishings, and any computer and RFID equipment required beyond that specified in the RRL Information Technology Plan. Maintenance, cleaning, lighting and security of the facilities will be provided by member Councils. The number of Branch Libraries to be serviced under this agreement shall be limited to those approved by the Committee from time to time.
- 5.3 Should any member Council require an additional Branch facility, that Member Council shall, at its own expense and after consultation with the Library Committee, provide suitable Branch Library buildings within their respective council area complete with the necessary fittings and furnishings, computer and RFID equipment and establishment collection at a standard agreed to by the Committee. (Establishment stock is defined as a core collection of library material that is of a comparable quantity and standard to the collections held by other branch libraries in the region of a similar size.) Such buildings, fittings and furnishings and establishment stock shall remain the property of the individual member Council.

- 5.4 In planning new buildings for branch libraries or the refurbishment of existing libraries, the Member Councils shall seek the advice of the RRL Executive Director. The RRL Executive Director is to be consulted on all library resourcing matters which relate to the Riverina Regional Library.
- 5.5 Staff required at Branch Libraries shall be employed by the Member Council concerned. Parties to the Agreement agree to confer with the RRL Executive Director on matters concerning employment, conduct, performance, discipline and promotion of staff.
- 5.6 The Member Councils shall determine the opening hours of the Branch Libraries in their areas in consultation with the RRL Executive Director.
- 5.7 Mobile Libraries shall be provided and maintained by the Member Council in whose area the Mobile Library is located. Where a Mobile Library provides services to the communities of more than one Member Council, the Councils, in consultation with the Committee, shall provide, operate and maintain the Mobile Library Service. All costs for the mobile service shall be met by those Member Councils receiving service in proportion to the extent of service provided and agreed to for each Member Council as provided for in the funding formula. Mobile Library timetables will be established by negotiation.
- 5.8 The Member Councils shall make payment in full of quarterly membership contributions, as agreed in the annual RRL budget, on the first days of July, October, January and April of each year.

6. RESPONSIBILITIES OF THE COMMITTEE

- 6.1 To conduct its meetings and business and to ensure its records and accounts are kept in accordance with the provisions of the Local Government Act and Regulations, 1993, the Library Act Section 11 and Regulations, 1939 (as amended), and of this agreement.
- 6.2 To provide annually to member Councils the estimates of expenditure and income for the ensuing year in accordance with the requirements of Section 9.5
- 6.3 To provide member Councils with copies of the Minutes of each meeting of the Library Committee.
- 6.4 To submit to the Councils an annual report which shall include details of the activities of the Library Committee over the preceding twelve months including statistics of book purchases; stock of books and the number of borrowers and of books borrowed; number and type of value added services; an assessment of the quality of service provided within each Member Council; an updated equity statement detailing the equity of each Member Council; and a copy of the audited statement of accounts for the previous year.

- 6.5 To make recommendations on matters pertaining to the provision of library and information services.
- 6.6 To develop, maintain and monitor the implementation of a RRL Management Plan as required of Councils under the Local Government Act, 1993.
- 6.7 To prepare policy statements on relevant aspects of service for adoption by all Member Councils and periodically review policies as determined by the Committee when adopting the policy in order to improve the provision of library services for residents of the RRL area.
- 6.8 To use its best endeavours to obtain the full benefit of grants and maximum subsidies made available by the Commonwealth, the State and other respective instrumentalities and agencies for Libraries and Library Services.
- 6.9 To co-operate with libraries and library systems in the wider library network on such terms and conditions as may be agreed.
- 6.10 The Committee shall pay rental for the workspace, furniture, fittings, equipment used by Riverina Regional Library Headquarters staff in accommodation provided by the Wagga Wagga City Council. The charge shall be based upon the rental charge contained in the 2012-2013 budget with rate pegging applied as prescribed in the adopted funding formula. This amount to be included as part of the annual budget for the Riverina Regional Library.
- 6.11 To pay to the Executive Council each year an administration fee to compensate for the accounting, financial, human resources, fleet management and any other agreed functions performed by the Executive Council. This amount to be included as part of the annual budget for the Riverina Regional Library.
- 6.12 To pay all expenses of, and incidental to, the management and provision of library services and the insurance, maintenance, repair, replacement and operating costs of assets owned by the member councils and managed on their behalf by the Executive Council, but not including library building, fittings and furnishing costs as defined in Section 5 and in default of the Library Committee so doing, the Executive Council shall demand and receive reimbursement.

With regard to insurance under this Section, the Committee shall be responsible for meeting the costs of insuring:

- collection of the Riverina Regional Library
- mobile library and collections
- library management system and RFID hardware and software at branches and regional headquarters
- motor vehicles used by regional headquarters staff
- regional headquarters public liability and professional indemnity

Insurance for establishment stock is the individual responsibility of member Councils (see 5.3).

7. RESPONSIBILITIES OF THE EXECUTIVE COUNCIL

The appointment of the Executive Council shall be for a period of six years for the period June 2012 to June 2018. Thereafter, the appointment of the Executive Council shall be for a period of four years, to be determined by the Committee at its AGM for that year.

WWCC shall be the Executive Council in the period of this agreement and will be responsible for the provision of full administrative services to the Committee. The service shall be provided in accordance with the policies established by WWCC at the time of signing this agreement and thereafter decided upon by it with the advice of the Committee in accordance with the provisions of the Library Act 1939 (as amended), including Sections 10 and 10a as specified, and this agreement.

It should be noted that this Agreement provides a mechanism for dispute resolution and mediation as detailed in Section 12.

Administrative services provided by the Executive Council to the Committee shall include:

- 7.1 Appointment of Regional Headquarters staff within an approved organisational structure and determination of the desirable qualifications and grading of such staff in consultation with the Committee.

For the purpose of continuity of service, cessation of service, superannuation contributions, taxation deductions, Workers Compensation Insurance, Holidays, Sick Leave and Long Service Leave, all RRL Staff shall be deemed to be employees of the Executive Council. The Committee shall indemnify and reimburse the Executive Council for all expenditure and any liabilities incurred by the Executive Council under this Section.

- 7.2 The keeping and auditing of all records and accounts in accordance with the provision of all Acts, regulations and by-laws.
- 7.3 The preparation of agendas and business papers for Committee meetings, the keeping of minutes of the meetings and the implementation of all decisions of the Committee.
- 7.4 The lodgement of all accountability documents and the signing of all contracts relating to the library service as required by law on decision of the Committee.
- 7.5 The employment conditions of RRL Headquarters staff.

- 7.6 The maintenance of all vehicles owned on behalf of the Committee.
- 7.7 The powers and duties of a local authority relating to the provision, control and management of the RRL as prescribed in Section 12 (1) (c) Library Act 1939.

8. RIVERINA REGIONAL LIBRARY MANAGEMENT AND ADMINISTRATION

- 8.2 A RRL Executive Director shall be appointed by the Executive Council in consultation with the Committee.
 - 8.2.1 The RRL Executive Director shall be a qualified Librarian in accordance with the provisions set by the Australian Library and Information Association.
 - 8.2.2 The RRL Executive Director shall be responsible to the General Manager for the administration of the services provided by the library service and to supervise and control RRL staff employed by the Executive Council.
 - 8.2.3 The RRL Executive Director shall provide administrative services and support to the Committee and the Executive Committee.
 - 8.2.4 The RRL Executive Director shall attend meetings of the Committee and of the Executive Committee, but is not entitled to vote.

9. MANAGEMENT PLAN

- 9.1 The Committee shall adopt an annual RRL Management Plan by 30 June in each year.
- 9.2 The Committee shall, by February each year, provide each Member Council with a copy of the Riverina Regional Library's draft annual Management Plan, incorporating any requirements under the Local Government Act 1993 and the Library Act.
- 9.3 The proposed annual Riverina Regional Library Management Plan shall also include the following financial information
 - i) The amount of funds currently held by the Riverina Regional Library.
 - ii) The amount of each Member Council's proposed financial contribution to the RRL for the financial year commencing 1 July.
 - iii) The amount of funds to be received from any other source by the RRL in the financial year commencing 1 July.
- 9.4 The amount to be contributed to the RRL by each Member Council during each financial year shall be the amount specified in the

Riverina Regional Library's adopted annual Management Plan as the contribution of that Member Council.

- 9.5 An agreed formula shall be used to determine the budget contribution for each Member Council which shall be predicated on a per capita contribution by member Councils according to the most recent ABS census data available. The formula (attached as Appendix One) shall be reviewed and adopted annually by the Committee.
- 9.6 Should the Committee determine the budget contribution for Member Councils involves an increase above the rate pegging limit in any year, adoption will require the unanimous approval of Member Councils.
- 9.7 In addition to the contributions payable under this Section, a Member Council shall be responsible for the Riverina Regional Library's costs in providing any additional service or resource requested by that Member Council. These costs are to be paid within thirty days of the Member Council receiving an invoice from the RRL for the provision of such service or resources.
- 9.8 In the event that the proposed annual RRL Management Plan does not obtain the unanimous approval of the Member Councils the matter shall be referred back to the Committee for review and subsequently may be adopted in its original or amended form by a majority of members of the Committee. In this event contributions by member councils shall be the amounts specified as per Section 9.5 and Appendix One. In the event of the proposed annual RRL Management Plan not obtaining a majority approval the matter will be referred to the Executive Council for resolution and the resolution will be no more than the amounts specified as per Section 9.5 and Appendix One. The adoption of the annual RRL Management Plan is binding on all Member Councils.
- 9.9 Each Member Council's financial contribution to the RRL shall be paid in quarterly instalments on the first days of July, October, January and April of each year.
- 9.10 Any Member Council may make a contribution to the RRL above the adopted contribution in any one year.

10. ASSETS

- 10.1 All Library materials, equipment and other assets held by the Committee on behalf of the Member Councils prior to the execution and following the execution of this agreement shall be held by the Executive Council on behalf of Member Councils until termination of this agreement.
- 10.2 The Executive Director shall maintain a current register of the assets provided for the use of the RRL by Councils. The register will record which Member Council owns the registered asset. The Assets Register will be tabled at the Committee's Annual General Meeting.

- 10.3 Member Councils, unless otherwise agreed to, are to give a minimum of two years notice in writing of its intention to withdraw assets from the use of the RRL.
- 10.4 The Executive Council shall be responsible for the maintenance, repair, replacement and operating costs of assets owned by the Executive Council on behalf of the RRL. The costs will be budgeted for and borne by the RRL.
- 10.5 Member Councils shall, unless otherwise agreed to by all Member Councils, be responsible for the maintenance, repair, replacement and operating costs of assets owned by the respective Councils and provided for the use of the RRL.

11. ENTRY AND EXIT OF PARTIES

- 11.1 A Council which is not a party to this Agreement may, by supplementary agreement with the Member Councils, be admitted as a party to this Agreement and subject to the provisions of the supplementary agreement, shall have the same rights, duties and obligations of the Councils under this Agreement. The amount payable by the new Council for admission to membership in the RRL shall be as recommended by the Committee and resolved by the Executive Council. Consideration for membership to RRL will only be given to Councils that consider Wagga Wagga as their natural catchment for business, social, cultural, recreational, and health services.
- 11.2 A Member Council may withdraw from this Agreement having given not less than two years' notice in writing to the Executive Director of its intention. The final date for providing notice of withdrawal from this Agreement is two years prior to the expiry of the Agreement.
- 11.3 A Member Council which has given notice under Section 11.2 must, unless otherwise agreed to by all Member Councils, withdraw from this Agreement on 30 June in any year.
- 11.4 A Member Council which withdraws from this Agreement shall be entitled to:
- the physical library collection currently allocated to libraries in the Council's area
 - the computer hardware and RFID hardware currently allocated to libraries in the Council's area in accordance with the RRL Information Technology Plan
 - a portion of the unrestricted funds held by the RRL (those being funds not held in reserves for a specific purpose) as at the date of its withdrawal from the Agreement, less an agreed amount which represents the administration costs to RRL of the withdrawal

- 11.5 The portion of unrestricted funds to which a Member Council is entitled:
- i) Shall be calculated according to the value of the unrestricted funds as disclosed by the relevant audited financial statements
 - ii) Shall be in the same proportion as its financial contribution to the RRL bears to all the Member Councils' financial contributions to the RRL over the five-year period prior to exit date, or since joining the RRL if the period is less than five years
 - iii) Will be taken as a cash payment.
- 11.6 A Member Council which withdraws from this Agreement shall be liable for a portion of the liabilities, including contingent liabilities, of the RRL as at the date of its withdrawal from the Agreement.
- 11.7 The portion of the liabilities and contingent liabilities to which a Member Council is liable:
- i) Shall be calculated according to the liabilities and contingent liabilities as disclosed by the relevant audited financial statements and reports, and any notes attached to them; and
 - ii) Shall be in the same proportion as its financial contribution to the RRL bears to all the Member Councils' financial contributions to the RRL over the previous five-year period or since joining the RRL if less than five years.
- 11.8 It is agreed by all Member Councils that the decision of the group comprising the Chairperson of the Committee the RRL Executive Director and a delegate from the withdrawing Council, shall be final and binding in respect of calculating the unrestricted funds and liabilities of the Committee at any time and of the books, computer and RFID hardware, and cash to be apportioned or paid to a Member Council upon termination, withdrawal or expulsion pursuant to this Agreement.
- 11.9 All Member Councils agree that there shall be a right of appeal in respect of any such decision with the Library Council of New South Wales to act as arbitrator in any dispute regarding the allocation of assets to Regional Libraries on the exit of a Member Council.

12. DISPUTE RESOLUTION

In the event of any dispute or difference arising between the Member Councils concerning matters related to the Library Service, and where they are unable to agree on any such matter, then such a dispute, difference or inability to agree shall be submitted by the Committee to the Library Council of NSW for mediation and advice as prescribed under section 12(5) of the Library Act 1939 as amended.

12 (5) It shall be a term of every agreement made under this section, whether the agreement is made before or after the day appointed and notified under section 2 (2) of the Library (Amendment) Act 1977, that any dispute arising under the agreement shall, on the application to the Council of a party to that agreement, be settled by arbitration by an arbitrator appointed by the Council.

13. DISSOLUTION

13.1 The RRL may be dissolved by agreement of at least two thirds of the parties to this Agreement including those admitted as a party by supplementary agreement on the 30th June in the following calendar year.

13.2 If the RRL is dissolved under this Section:

- i) Each Member Council shall be entitled to a portion of the Riverina Regional Library's assets calculated according to its proportion of financial contribution and assets recorded in the Assets Register. Distribution of assets shall be determined as follows:
 - a) Each Member Council shall be entitled to retain the computer and RFID hardware at the library premises within their local authority area.
 - b) Each Member Council shall be entitled to retain the current collection of books and other library resource materials at the library premises within their local authority area. Items on loan to other libraries should be returned to the home branch.
 - c) The software licences used by the libraries within a Member Council's area should be retained by that Member Council, or assigned to that Member Council for the remainder of the period for which software licences are paid
 - d) The Mobile Library is to be sold at public auction and the proceeds of the sale be distributed between the Member Councils who use the mobile library on the same basis that they contributed to it.

- e) Any motor vehicles owned by the RRL are to be sold at auction and the proceeds of the sale distributed to the Member Councils in accordance with their per capita contribution to RRL at the time of dissolution.
- f) The remaining tangible property (not dealt with above) which is held by the Executive Council on behalf of the member Councils of the RRL shall be distributed to the relevant Member Councils as listed in the Asset Register
- g) If there are any funds left over after all liabilities have been met by the Executive Council in relation to the RRL, then these funds should be distributed to the Member Councils in the same proportion as their financial contribution to the RRL, over the previous five-year period or since joining the RRL if less than five years.
- ii) Each Member Council shall be liable for a portion of the liabilities and contingent liabilities of the RRL in the same proportion as its financial contribution to the RRL over the duration of this agreement.

14. EXPULSION OF A MEMBER COUNCIL

- 14.1 Upon the passing of a recommendation having the support of the delegates of a majority of the Committee for the expulsion from the Agreement of a Member Council, and after opportunity accorded to the delegates of that Member Council to be heard and or make written submissions to the Committee prior to such a resolution being made, then such Council shall be expelled from the Committee and from the benefits of this Agreement to take effect on 30 June in the following calendar year after notification by the Executive Council.
- 14.2 In such case the expelled Council shall be entitled to:
 - the physical library collection currently allocated to libraries in the Council's area
 - the computer hardware and RFID hardware currently allocated to libraries in the Council's area under the RRL Information Technology Plan
 - a portion of the unrestricted funds held by the RRL (those being funds not held in reserves for a specific purpose) at the date of expulsion and after provision for payment thereof of all the liabilities of the Committee as prescribed in Section 11 of this Agreement.

15. STANDARDS OF SERVICE

- 15.1 The standard of library service to be provided shall be reviewed annually, particularly with regard to expenditures on library resources and staff, with a view to raising the standard by stages towards a target level determined in the approved Management Plan.

- 15.2 Specific Service Level Agreements will be maintained with each Member Council to ensure services are being provisioned to the agreed standards and targets. These Agreements will include collection development, collection management, provision of information services, technical services and systems development, training programs and the provision of library programs.

16. CURRENCY OF AGREEMENT

- 16.1 This agreement shall continue in force for a period of six (6) years from the date of signing unless dissolved in accordance with Clause 13.
- 16.2 This Agreement supersedes in all respects all preceding agreements relating to the provision of library services between the City of Wagga Wagga and the Councils of Bland, Coolamon, Cootamundra-Gundagai, Federation, Greater Hume, Junee, Lockhart, Snowy Valleys and Temora.
- 16.3 In the event of any amalgamations the Executive Council, in consultation with the Committee, will review the Agreement and provide a report recommending necessary actions for the continuance of the Riverina Regional Library.

17. ELIGIBILITY FOR STATE SUBSIDY PAYMENTS

- 17.1 Member Councils of RRL will comply with the provisions of Section 13 of the Library Act 1939 in order to be eligible for library subsidy payments from the state.

18. REVIEW OF AGREEMENT

Following the granting of Royal Assent to a revised Library Act, all member councils of RRL agree to have this Library Agreement reviewed in accordance with the provisions of the new Act in order to achieve compliance.

19. OTHER

Any provision of the Agreement or part thereof which in any way contravenes any applicable law of the Commonwealth of Australia or of the State of New South Wales thereof or which is declared by any court of the Commonwealth or the State of New South Wales to be void or unenforceable shall to the extent of such contravention of law, invalidity or unenforceability be deemed to be separate and shall not affect any other provision or part thereof of this Agreement.

APPENDIX ONE

(Re: Item 9.5 of the Riverina Regional Library Agreement)

- i) The base contribution for this agreement will be the adopted 2012-2013 RRL budget.
- ii) The WWCC will pay the first \$100,000 of RRL operational costs each year in recognition of its status and benefits received as the Executive Council, and will continue such while ever it holds the position of Executive Council. The amount of \$100,000 will be indexed to rate pegging each financial year commencing 2008-2009.
- iii) Adequate provision shall be made for replacement of IT equipment and Mobile Library vehicles through annual contribution to reserves.
- iv) The funding provided for Riverina Regional Library Headquarters staffing in year one of the Agreement shall not be less than the amount allocated in the adopted 2012-2013 budget. Annual adjustments to actual employment costs of RRL Headquarters staff shall be applied as prescribed in the funding formula. Any proposed variations to the adopted RRL organisational structure shall be endorsed by the RRL Advisory Committee and administered by the Executive Council.
- v) 100% provision for employee entitlements (excluding sick leave) of RRL Headquarters staff for the period of this agreement will be held in reserve.
- vii) Increases in contributions for operational, reserves and resourcing costs shall be based on annual rate pegging increases, unless varied by Section 9 .6
- viii) Increases in contributions for employee costs will be based on actual costs.
- ix) Total expenditure on collection resources in the adopted 2012-2013 budget will be the base amount for future rate pegging adjustments for collection resources expenditure.
- x) Any increase will apply to the per capita contribution in order to reflect population variances between Member Councils.
- xi) Mobile Library costs will be shared amongst Councils receiving mobile library services based on an hours of service calculation.
- xii) Member Councils shall pay the required contribution to the RRL and retain all grants other than specific RRL grants.

IN WITNESS whereof the parties hereto have signed below on the day and year firstly hereinbefore written.

THE COMMON SEAL of THE COUNCIL OF THE CITY OF WAGGA WAGGA was hereunto affixed on the ____ day of _____ 2016, in pursuance of a resolution of the Council dated the ____ day of _____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF BLAND was hereunto affixed on the ____ day of _____ 2016, in pursuance of a resolution of the Council dated the ____ day of _____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF COOLAMON was hereunto affixed on the ____ day of _____ 2016, in pursuance of a resolution of the Council dated the ____ day of _____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF
COOTAMUNDRA-GUNDAGAI was hereunto affixed
on the ____ day of _____ 2016, in pursuance
of a resolution of the Council dated the ____ day of
_____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF
FEDERATION was hereunto affixed on the ____ day
of _____ 2016, in pursuance of a resolution
of the Council dated the ____ day of
_____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF THE
SHIRE OF GREATER HUME was hereunto affixed on
the ____ day of _____ 2016, in pursuance of
a resolution of the Council dated the ____ day of
_____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF THE
SHIRE OF JUNE was hereunto affixed on the ____
day of _____ 2016, in pursuance of a
resolution of the Council dated the ____ day of
_____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF THE
SHIRE OF LOCKHART was hereunto affixed on the ____
day of _____ 2016, in pursuance of a
resolution of the Council dated the ____ day of
_____ 2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF SNOWY
VALLEYS was hereunto affixed on the ____ day of
_____ 2016, in pursuance of a resolution
of the Council dated the ____ day of _____
2016, in the presence of:

.....
Mayor

.....
General Manager

THE COMMON SEAL of THE COUNCIL OF THE
SHIRE OF TEMORA was hereunto affixed on the
__ day of _____ 2016, in pursuance of a
resolution of the Council dated the _____ day of
_____ 2016, in the presence of:

.....
Mayor

.....
General Manager

DRAFT RIVERINA REGIONAL LIBRARY MEMBER COUNCIL CONTRIBUTIONS 2016-2017

	BLAND 2016/2017 4.35%	COOMALION 2016/2017 3.13%	FEDERATION 2016/2017 8.14%	GRT HUME 2016/2017 7.44%	GOOTA-GUNDA 2016/2017 2.30%	JUNEE 2016/2017 4.91%	LOCKHART 2016/2017 2.23%	SNOWY 2016/2017 10.55%	TEMORA 2016/2017 -1.30%	WAGGA 2016/2017 -13.05%	TOTAL 2016/2017	Per Cap	NOTES
% Population of RRL													
Mobile Library Running & Capital Costs			\$22,712	\$32,724			\$55,835	\$15,063	\$45,427	\$21,123	\$134,219		1
Mobile Library Labour Costs			\$25,177	\$33,400			\$25,230	\$15,901	\$5,516	\$21,601	\$137,062		2
Base Contribution													3
Distribute Balance of HSL Costs	\$40,000	\$23,220	\$82,475	\$90,577	\$78,026	\$42,711	\$30,891	\$101,421	\$41,035	\$475,343	\$934,908	6.78	4
Additional Balance Collections Funding	\$16,000										\$16,000		5
Administration Centre Labour Costs	\$58,536	\$30,825	\$118,868	\$99,158	\$108,513	\$55,333	\$59,052	\$141,044	\$51,057	\$552,352	\$1,306,213	9.43	7
SUB-TOTAL	\$113,194	\$57,037	\$250,354	\$252,471	\$198,559	\$102,107	\$109,859	\$274,109	\$108,147	\$1,189,767	\$2,681,282		8
GST	\$11,319	\$5,703	\$25,023	\$23,247	\$18,854	\$10,211	\$10,185	\$27,411	\$10,915	\$118,977	\$305,126		
TOTAL AMOUNT PAYABLE	\$124,513	\$101,021	\$275,258	\$265,718	\$205,153	\$112,318	\$112,044	\$301,519	\$120,062	\$1,308,743	\$2,976,358		

1. Mobile Library costs increased by 3.6% and additional according to use by member councils as follows:
Coomalio 3.13%, Federation 15.01%, Grot Hume 28.27%, Lockhart 19.13%, Temora 4.07%, Snowy 11.66%, Wagga Wagga 15.75%.

2. Mobile Library salaries based on actual costs incorporating funding for relief drivers (including external labour hire)

3. Base Contribution of \$100,000 increased by rate pegging annually from 2018/19 (per per RRL, Deed of Agreement, Appendix 1, Item 1)

4. Balance of Headquarters costs increased by rate pegging

5. Headquarters salaries calculated on adopted RRL structure as prescribed in RRL Agreement, Appendix One, Item 14

6. GST component added as a separate line item. This amount will be paid to RRL and claimed back by member councils as an input tax credit.

Other notes:

* Enrolment's 2016/17 balance calculated on employer contribution for the RRL structure for 2016/17 as advised by SACSS

* Collection resources expenditure included in Headquarters costs which is compared in Base Contribution plus Balance of HQ Costs in spreadsheet

* RRL member council populations in the following table have been taken from the ABS population statistics (2016) - Regional Population Growth, Australia, Table 1 - Estimated Population, Local Government Areas, NSW released on 31 March 2016) as used by the Grants Commission and the State Library of NSW

council	population	% of region
Bland	5,004	4.35%
Coomalio	4,906	3.13%
Federation	12,800	9.14%
Grot Hume	10,250	7.44%
Goatland-Gundagai	11,504	8.35%
Junee	6,267	4.91%
Lockhart	4,081	2.23%
Snowy Valleys	14,552	10.55%
Temora	5,151	4.35%
Wagga Wagga	62,198	45.55%
	137,045	100.00%

Source: ABS 2014 population and population area statistics (2016) - Regional Population Growth, Australia, 31 March 2016

council	sq km	% of region
Bland	3,422	17.85%
Coomalio	2,431	5.07%
Federation	5,685	11.86%
Grot Hume	3,749	12.07%
Goatland-Gundagai	3,921	8.31%
Junee	2,030	4.25%
Lockhart	2,895	6.04%
Snowy Valleys	9,659	10.10%
Temora	2,872	5.85%
Wagga Wagga	41,838	10.07%
	47,517	100%

Factors influencing 2016-2017 contributions:
- Member Councils to 31 March 2016 population changed, resulting in recalculation of rates (but a 1% population change equals a contribution of \$1,000 of the 2016/17 budget)

INVESTMENT REPORT 30 November, 2016

The Responsible Accounting Officer, Rebecca Martin reports :-
Details of Investments held by Council as at

30-Nov-16 are set out below

Date Invested	Interest Rate	Term Days	Investment Amount	Anticipated Interest	Date Matures	Held With	Investment Number
7 Jun 2016	3.00	182	\$523,199.27	\$7,826.49	6 Dec 2016	NAB	6
21 Jun 2016	3.01	182	\$530,515.54	\$7,962.39	20 Dec 2016	NAB	13
5 Jul 2016	2.98	182	\$1,030,478.07	\$15,312.06	3 Jan 2017	NAB	22
12 Jul 2016	2.96	182	\$1,519,052.06	\$22,420.38	10 Jan 2017	NAB	17
14 Jul 2016	2.95	182	\$5,000,000.00	\$73,547.95	12 Jan 2017	NAB	16
14 Jul 2016	2.95	182	\$1,000,000.00	\$14,709.59	12 Jan 2017	NAB	21
14 Jul 2016	2.95	182	\$9,000,000.00	\$132,386.31	12 Jan 2017	NAB	23
18 Feb 2016	3.08	369	\$500,000.00	\$15,568.77	21 Feb 2017	ME Bank	5
16 Aug 2016	2.95	210	\$1,029,390.84	\$17,471.44	14 Mar 2017	AMP	8
13 Sep 2016	2.70	182	\$3,000,000.00	\$40,389.04	14 Mar 2017	NewPer	15
18 Aug 2016	2.95	215	\$2,000,000.00	\$34,753.42	21 Mar 2017	AMP	9
24 Aug 2016	2.95	216	\$500,000.00	\$8,728.77	28 Mar 2017	AMP	12
18 Oct 2016	2.70	182	\$1,030,414.28	\$13,872.48	18 Apr 2017	BQL	18
27 Sep 2016	2.70	211	\$1,059,908.09	\$16,339.15	26 Apr 2017	NAB	11
18 Oct 2016	2.74	210	\$535,578.44	\$8,443.06	16 May 2017	NAB	14
31 May 2016	3.00	364	\$800,000.00	\$23,934.25	30 May 2017	AMP	10
22 Nov 2016	2.80	364	\$911,962.14	\$25,464.99	21 Nov 2017	NAB	7
30 Nov 2016	2.78	272	\$3,000,000.00	\$62,150.15	29 Aug 2017	NAB	2
2 Jun 2009	0.70	BOS	\$273,359.04		At Call	CBA	1
25 Nov 2010	0.70	BOS	\$24,682.40		At Call	CBA	19 - Stock School
7 Mar 2011	0.70	BOS	\$24,635.54		At Call	CBA	20 - HCMS
			\$33,293,175.71	\$541,280.68			
Internal Loans				Annual Interest			
31 Dec 2009	3.69	365	\$73,752.04	\$1,360.73	30 Jun 2024	C.S.C	Aerodrome Refueller
1 Jul 2010	5.64	365	\$54,385.07	\$3,067.32	29 Jun 2022	C.S.C	Swimming Pool Design
			\$128,137.11	\$4,428.05			
Deferred debtors							
1 Sep 2011	Average Int	10 yrs	\$6,480.97		31 Aug 2021	C.S.C	Loan to C.C.A.C.C.
			\$33,427,793.79	\$545,708.73			
Interest on Investments YTD (from 13-5-16)				\$289,736.05			
Interest on above investments to be received at maturity				\$541,280.68			

Financial Institution Summary	Amount Held	of Total
Newcastle Perm	\$3,000,000.00	8.97%
NAB	\$24,110,693.61	72.13%
ING	\$0.00	0.00%
AMP Bank	\$4,329,390.84	12.95%
Bank of Qld	\$1,030,414.28	3.08%
ME Bank	\$500,000.00	1.50%
Cootamundra Shire Council	\$128,137.11	0.38%
Deferred Debtors	\$6,480.97	0.02%

\$33,427,793.79 100%

This report is produced in accordance with section 625 of the local Government Act 1993 and all Investments have been made in accordance with the Act & the Regulations.

Signed



Responsible Accounting Officer

Rebecca Martin

BENCHMARK
(for term investments)

BBSW ave. 90-day
rate for Nov 1.7569 + 1%
2.76%

Average interest 2.90

Check 2.90

GUNDAGAI COUNCIL (GUNDAGAI AREA)
LIST OF COUNCIL FUNDS INVESTED AS AT 30 NOVEMBER 2016

<u>Investee</u>	<u>Date</u> <u>Invested</u>	<u>Type</u>	<u>Yield \$</u>	<u>Yield %</u>	<u>Benchmark</u> <u>BBSW %</u>	<u>Term days</u>	<u>Due</u> <u>date</u>	<u>Amount \$</u>
NAB	Var	Cash Max.		Variable		<i>At Call Daily</i>		\$ 398,983.60
NAB	08.06.16	Term	\$ 4,472.71	2.99	2.15	182	07.12.16	\$ 300,000.00
NAB	11.07.16	Term	\$ 8,712.60	2.95	2.06	154	12.12.16	\$ 700,000.00
NAB	07.06.16	Term	\$ 6,745.93	2.99	2.13	183	07.12.16	\$ 450,000.00
NAB	09.09.16	Term	\$ 6,532.05	2.62	1.72	91	09.12.16	\$ 1,000,000.00
NAB	15.06.16	Term	\$ 8,515.07	2.96	2.15	210	11.01.17	\$ 500,000.00
NAB	10.10.16	Term	\$11,660.27	2.80	1.96	304	10.08.17	\$ 500,000.00
NAB	30.11.16	Term	\$ 3,590.14	2.73	1.84	120	30.03.17	\$ 400,000.00
NAB	22.06.16	Term	\$ 7,479.45	3.00	2.15	182	21.12.16	\$ 500,000.00
NAB	05.10.16	Term	\$ 5,142.12	2.75	1.96	273	05.07.17	\$ 250,000.00
NAB	21.06.16	Term	\$ 9,900.68	2.95	2.14	245	21.02.17	\$ 500,000.00
NAB	10.06.16	Term	\$29,490.41	2.99	2.16	180	07.12.16	\$ 2,000,000.00
Bananacoast CU	18.08.16	Term	\$ 3,428.08	2.75	1.95	182	16.02.17	\$ 250,000.00
Bank of Sydney	18.10.16	Term	\$ 1,751.71	2.75	1.75	93	19.01.17	\$ 250,000.00
Bendigo Bank G'gai	22.07.16	Term	\$ 6,500.00	2.60	2.06	365	22.07.17	\$ 250,000.00
Bank of QLD	14.07.16	Term	\$ 3,677.40	2.95	2.11	182	12.01.17	\$ 250,000.00
ECU	23.06.16	Term	\$ 7,230.14	2.90	2.16	364	22.06.17	\$ 250,000.00
Railways CU	27.07.16	Term	\$ 7,050.00	2.82	2.06	365	27.07.17	\$ 250,000.00
MyState Bank Ltd	12.07.16	Term	\$ 5,348.63	2.85	2.11	274	12.04.17	\$ 250,000.00

\$ 9,248,983.60

SUMMARY OF INVESTMENTS

	<u>30.11.15</u>	<u>30.11.16</u>
Term Deposits	8,300,000	8,850,000
Call/CRI/Other	382,396	398,984
	<u>8,682,396</u>	<u>9,248,984</u>
Cash Manag.(NAB)	1,384,760	301,643
	<u>10,067,156</u>	<u>9,550,627</u>

CERTIFICATE OF INVESTMENTS:

In accordance with Regulation 212 of Local Government (General) Regulation 2005, I hereby certify the abovementioned investments have been made in accordance with the Local Government Act 1993, the Regulations and Council's Investment Policy.



Rebecca Martin
Responsible Accounting Officer

Internal Reporting Policy

PURPOSE

The purpose of this policy is to establish an internal reporting system for staff and councillors to report wrongdoing without fear of reprisal. All such matters will be properly investigated and reported upon.

This policy is designed to complement normal communication channels between supervisors and staff. Staff are encouraged to raise matters of concern at any time with their supervisors, but also have the option of making a report about a public interest issue in accordance with this policy and the Public Interest Disclosures Act 1994 (PID Act).

This policy is just one in the suite of Cootamundra-Gundagai Regional Council's complaint handling policies. Other relevant policies are:

- Complaint Handling Policy – under development
- Staff Grievance Resolution Policy
- Code of Conduct Policy

LEGISLATIVE FRAMEWORK

Public Interest Disclosures Act 1994 (PID Act)

Public Interest Disclosures Regulation 2011

Local Government Act 1993

NSW Ombudsman's Guidelines for Internal Reporting Policies

NSW Ombudsman's Model Internal Reporting Policy for Local Government

DEFINITIONS

Public Interest Disclosure A report about wrongdoing that is:

- made by a public official
- based on an honest belief, on reasonable grounds, that the information shows or tends to show wrongdoing
- about corrupt conduct, maladministration, serious and substantial waste of public money, breaches of the GIPA Act, or local government pecuniary interest contravention.
- about a public official or public authority.

REVIEW PERIOD

This document is to be reviewed every four years (or when necessary) to ensure that it remains relevant and meets legislative requirements.

POLICY STATEMENT

Council is committed to the aims and objectives of the Public Interest Disclosures Act 1994 (The PID Act).

Council recognises that Councillors and staff have an important role in ensuring a high ethical standard and enhancing administrative and management practices, and strongly supports disclosures which expose:

- Corrupt conduct
- Maladministration
- Serious and substantial waste of public money
- Breaches of the Government Information (Public Access) Act 2009
- Contraventions of local government pecuniary interest requirements.

Council is committed to:

- creating a climate of trust, where people are comfortable and confident about reporting wrongdoing
- encouraging individuals to come forward if they are aware of wrongdoing within the Council
- keeping the identity of the person disclosing wrongdoing confidential, where this is possible and appropriate
- protecting people who make disclosures from any adverse action
- dealing with reports thoroughly and impartially and if some form of wrongdoing has been found, taking appropriate action to rectify it
- keeping individuals who makes reports informed of the progress and the outcome
- encouraging the reporting of wrongdoing within the council, and respecting any decisions to disclose wrongdoing outside the council that is made in accordance with the provisions of the PID Act
- ensuring managers and supervisors at all levels in the council understand the benefits of reporting wrongdoing, are familiar with this policy, and aware of the needs of those who report wrongdoing.

WHO DOES THIS POLICY APPLY TO?

This policy applies to:

- both Council staff and Councillors
- permanent employees, whether full-time or part-time
- temporary or casual employees
- consultants
- individual contractors working for Council
- employees of contractors providing services to Council

- other people who perform council official functions whose conduct and activities could be investigated by an investigating authority, including volunteers.
- public officials of another council or public authority who report wrongdoing relating to Cootamundra-Gundagai Regional Council.

ROLES AND RESPONSIBILITIES

1. COUNCIL STAFF AND COUNCILLORS

Staff and councillors play an important role in contributing to a workplace where known or suspected wrongdoing is reported and dealt with appropriately. All council staff and councillors are obliged to:

- report all known or suspected wrongdoing and support those who have made reports of wrongdoing
- if requested, assist those dealing with the report, including supplying information on request, cooperating with any investigation and maintaining confidentiality
- treat any staff member or person dealing with a report of wrongdoing with courtesy and respect
- respect the rights of any person the subject of reports.

Staff and councillors must not:

- make false or misleading reports of wrongdoing
- victimise or harass anyone who has made a report

Additionally, the behaviour of all council staff and councillors involved in the internal reporting process must adhere to the Council's Code of Conduct. A breach of the Code could result in disciplinary action.

2. COOTAMUNDRA-GUNDAGAI REGIONAL COUNCIL

Council has a responsibility to establish and maintain a working environment that encourages staff and councillors to report wrongdoing and supports them when they do. This includes keeping the identity of reporters confidential where practical and appropriate, and taking steps to protect reporters from reprisal and manage workplace conflict.

Council will assess all reports of wrongdoing it receives from staff and councillors and deal with them appropriately. Once wrongdoing has been reported, Council takes 'ownership' of the matter and decides whether a report should be investigated, how it should be investigated and by whom. Council will deal with all reports of wrongdoing fairly and reasonably, and respect the rights of any person the subject of a report.

Council will report statistical information about public interest disclosures in its annual report as well as to the NSW Ombudsman every six months.

3. GENERAL MANAGER

The General Manager has ultimate responsibility for maintaining the internal reporting system and workplace reporting culture, and ensuring that Council complies with the PID Act.

The General Manager can receive reports from staff and councillors and has a responsibility to:

- assess reports received by or referred to them, to determine whether or not the report should be treated as a public interest disclosure, and to decide how the report will be dealt with
- deal with reports made under the council's code of conduct in accordance with the council's adopted code of conduct procedures
- ensure there are strategies in place to support reporters, protect reporters from reprisal and manage workplace conflict that may arise in relation to a report
- make decisions following any investigation or appoint an appropriate decision-maker
- take appropriate remedial action where wrongdoing is substantiated or systemic problems are identified
- refer actual or suspected corrupt conduct to the Independent Commission Against Corruption (ICAC)
- refer any evidence of a reprisal offence under section 20 of the PID Act to the Commissioner of Police or the ICAC.

4. DIRECTOR CORPORATE SERVICES

The Director Corporate Services is Council's Disclosures Coordinator, and has a central role in Council's internal reporting system. The Disclosures Coordinator can receive and assess reports, and is the primary point of contact in Council for the reporter. The Disclosures Coordinator has a responsibility to:

- assess reports to determine whether or not a report should be treated as a public interest disclosure, and to decide how each report will be dealt with (either under delegation or in consultation with the General Manager)
- coordinate the management of complaints made under the Council's Code of Conduct
- coordinate Council's response to a report
- acknowledge reports and provide updates and feedback to the reporter
- assess whether it is possible and appropriate to keep the reporter's identity confidential
- assess the risk of reprisal and workplace conflict related to or likely to arise out of a report, and develop strategies to manage any risk identified
- where required, provide or coordinate support to staff involved in the reporting or investigation process, including protecting the interests of any officer the subject of a report
- ensure Council complies with the PID Act
- provide six-monthly reports to the NSW Ombudsman in accordance with section 6CA of the PID Act.

5. HR OFFICERS

The HR Officers are Council's Disclosures Officers, and are additional points of contact within the internal reporting system. They can provide advice about the system and the internal reporting policy, receive reports of wrongdoing and assist staff and councillors to make reports.

Disclosures officers have a responsibility to:

- document in writing any reports received verbally, and have the document signed and dated by the reporter
- make arrangements to ensure reporters can make reports privately and discreetly when requested, if necessary away from the workplace
- discuss with the reporter any concerns they may have about reprisal or workplace conflict
- carry out preliminary assessment and forward reports to the Disclosures Coordinator or General Manager for full assessment.

6. MAYOR OR ADMINISTRATOR OR ADMINISTRATOR

The Mayor or Administrator or Administrator can receive reports from staff and councillors about the General Manager. Where the Mayor or Administrator or Administrator receives such reports, they have a responsibility to:

- assess the reports to determine whether or not they should be treated as a public interest disclosure, and to decide how they will be dealt with
- deal with reports made under the council's Code of Conduct
- refer reports to an investigating authority, where appropriate
- liaise with the Disclosures Coordinator to ensure there are strategies in place to support reporters, protect reporters from reprisal and manage workplace conflict that may arise in relation to a report
- refer actual or suspected corrupt conduct to the ICAC
- refer any evidence of a reprisal offence under section 20 of the PID Act to the Commissioner of Police or the ICAC.

7. SUPERVISORS AND MANAGERS

Supervisors and Managers play an important role in managing the immediate workplace of those involved in or affected by the internal reporting process. Supervisors and Managers should be aware of the internal reporting policy and are responsible for creating a local work environment where staff are comfortable and confident about reporting wrongdoing. They have a responsibility to:

- encourage staff to report known or suspected wrongdoing within the organisation and support staff when they do
- identify reports made to them in the course of their work which could be public interest disclosures, and assist the staff member to make the report to an officer authorised to receive public interest disclosures under this policy
- implement local management strategies, in consultation with the Disclosures Coordinator, to minimise the risk of reprisal or workplace conflict in relation to a report
- notify the Disclosures Coordinator or General Manager immediately if they believe a staff member is being subjected to reprisal as a result of reporting wrongdoing, or in the case of suspected reprisal by the General Manager, notify the Mayor or Administrator.

WHAT SHOULD BE REPORTED?

You should report any suspected wrongdoing within Cootamundra-Gundagai Regional Council.

There are five categories of serious misconduct that will be dealt with in accordance with the PID Act and with this policy, these being corrupt conduct, maladministration, serious and substantial waste of public money, breach of the GIPA Act, and local government pecuniary interest contravention.

All other suspected wrongdoing within Council should also be reported, including any activities or incidents seen within the Council that are believed to be wrong. This might include:

- harassment or unlawful discrimination
- practices that endanger the health or safety of staff or the public.

Even if reports are not dealt with as public interest disclosures, Council recognises that such reports may raise important issues and will respond to all reports and make every attempt to protect the individual making the report.

1. CORRUPT CONDUCT

Corrupt conduct is the dishonest or partial exercise of official functions by a public official.

For example, this could include:

- the improper use of knowledge, power or position for personal gain or the advantage of others
- acting dishonestly or unfairly, or breaching public trust
- a council official being influenced by a member of public to use their position in a way that is dishonest, biased or breaches public trust.

2. MALADMINISTRATION

Maladministration is conduct that involves action or inaction of a serious nature that is contrary to law, unreasonable, unjust, oppressive or improperly discriminatory or based wholly or partly on improper motives.

For example, this could include:

- making a decision and/or taking action that is unlawful
- refusing to grant an approval for reasons that are not related to the merits of their application.

3. SERIOUS AND SUBSTANTIAL WASTE OF PUBLIC MONEY

Serious and substantial waste is the uneconomical, inefficient or ineffective use of resources that could result in losing or wasting public money.

For example, this could include:

- not following a competitive tendering process for a large scale contract

- having bad or no processes in place for a system involving large amounts of public funds.

4. BREACH OF THE GIPA ACT

A breach of the Government Information (Public Access) Act 2009 (GIPA Act) is a failure to properly fulfil functions under that Act.

For example, this could include:

- destroying, concealing or altering records to prevent them from being released
- knowingly making decisions that are contrary to the legislation
- directing another person to make a decision that is contrary to the legislation.

5. LOCAL GOVERNMENT PECUNIARY INTEREST CONTRAVENTION

A local government pecuniary interest contravention is a failure to comply with requirements under the Local Government Act 1993 relating to the management of pecuniary interests. These include obligations to lodge disclosure of interests returns, disclose pecuniary interests at council and council committee meetings and leave the meeting while the matter is being discussed. A pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person.

For example, this could include:

- a senior council staff member recommending a family member for a council contract and not declaring the relationship
- a councillor participating in consideration of a DA for a property they or their family have an interest in.
- a councillor participating in consideration of a DA for a property they or their family have an interest in.

ASSESSMENT OF REPORTS

All reports will be promptly and thoroughly assessed to determine what action will be taken to deal with the report and whether or not the report will be treated as a public interest disclosure.

The Disclosures Coordinator is responsible for assessing reports, in consultation with the General Manager where appropriate. All reports will be assessed on the information available to the Disclosures Coordinator at the time. It is up to the Disclosures Coordinator to decide whether an investigation should be carried out and how that investigation should be carried out. In assessing a report the Disclosures Coordinator may decide that the report should be referred elsewhere or that no action should be taken on the report.

WHEN WILL A REPORT BE TREATED AS A PUBLIC INTEREST DISCLOSURE?

Cootamundra-Gundagai Regional Council will treat a report as a public interest disclosure if it meets the criteria of a public interest disclosure under the PID Act. These requirements are:

- the report must be about one of the following five categories of serious wrongdoing – corrupt conduct, maladministration, serious and substantial waste of public money, breach of the GIPA Act, or local government pecuniary interest contravention
- the person making the disclosure must honestly believe on reasonable grounds that the information shows or tends to show wrongdoing
- the report has to be made to either the General Manager or, for reports about the General Manager the Mayor or Administrator, a position nominated in this policy, an investigating authority or in limited circumstances to an MP or journalist.

Reports by staff are not public interest disclosures if they:

- mostly question the merits of government policy
- are made with the sole or substantial motive of avoiding dismissal or other disciplinary action.

WHO CAN RECEIVE A REPORT WITHIN COOTAMUNDRA-GUNDAGAI REGIONAL COUNCIL

Staff are encouraged to report general wrongdoing to their supervisor. However the PID Act requires that, for a report to be a public interest disclosure, it must be made to certain public officials identified in this policy or any supporting procedures.

The following positions are the only people within Cootamundra-Gundagai Regional Council who are authorised to receive a public interest disclosure. Any supervisor who receives a report that they believe may be a public interest disclosure is obliged to assist the staff member to make the report to one of the positions listed below.

If your report involves a Councillor, you should make it to the General Manager. If your report relates to the General Manager, you should make it to the Mayor or Administrator.

General Manager	Ken Trethewey
	Phone: 02 6940 2100
	Email: ken.trethewey@cgrc.nsw.gov.au
Administrator	Christine Ferguson
	Phone: 02 6940 2100
	Email: christine.ferguson@cgrc.nsw.gov.au
Disclosures Coordinator	Kate Monaghan
	Phone: 02 6940 2100
	Mobile: 0458 141 034
	Email: kate.monaghan@cgrc.nsw.gov.au
Disclosures Officers	HR People and Culture Officer
	Phone: 02 6940 2100
	Email: email@cgrc.nsw.gov.au
	Leanne Crawford
	Phone: 02 6940 2100
	Email: leanne.crawford@cgrc.nsw.gov.au

WHO CAN RECEIVE A REPORT OUTSIDE OF COOTAMUNDRA-GUNDAGAI REGIONAL COUNCIL?

Staff and councillors are encouraged to report wrongdoing within Council, but internal reporting is not your only option. You can also make a public interest disclosure to:

- An investigating authority.
- A Member of Parliament or a journalist, but only in the limited circumstances outlined below.

1. INVESTIGATING AUTHORITIES

The PID Act lists a number of investigating authorities in NSW that staff and councillors can report wrongdoing to and the type of wrongdoing each authority can deal with. In certain circumstances it may be preferable to make a report of wrongdoing to an investigating authority, for example a report about either the General Manager or the Mayor or Administrator.

The relevant investigating authorities for Cootamundra-Gundagai Regional Council are:

- the Independent Commission Against Corruption (ICAC) - for reports about corrupt conduct
- the Ombudsman - for reports about maladministration
- the Information Commissioner - for disclosures about a breach of the GIPA Act
- the Office of Local Government - for disclosures about local councils.

You should contact the relevant investigating authority for advice about how to make a disclosure to them. Contact details for each investigating authority are provided at the end of this policy.

You should be aware that the investigating authority may well discuss any such reports with Cootamundra-Gundagai Regional Council. We will make every effort to assist and cooperate with the investigating authority to ensure the matter is dealt with appropriately and there is a satisfactory outcome. We will also provide appropriate support and assistance to staff or councillors who report wrongdoing to an investigating authority, if we are made aware that this has occurred.

2. MEMBERS OF PARLIAMENT OR JOURNALISTS

To have the protections of the PID Act, staff reporting wrongdoing to a Member of Parliament (MP) or a journalist must have already made substantially the same report to one of the following:

- the General Manager
- a person nominated in this policy, including the Mayor or Administrator for reports about the General Manager
- an investigating authority.

Also, Cootamundra-Gundagai Regional Council or the investigating authority that received your initial report must have either:

- decided not to investigate the matter
- decided to investigate the matter, but not completed the investigation within six months of the original report
- investigated the matter but not recommended any action as a result
- not told the person who made the report, within six months of the report being made, whether the matter will be investigated.

Most importantly - to be protected under the PID Act - if you report wrongdoing to an MP or a journalist you will need to be able to prove that you have reasonable grounds for believing that the disclosure is substantially true and that it is in fact substantially true.

3. OTHER EXTERNAL REPORTING

If you report wrongdoing to a person or authority that is not listed above, or make a report to an MP or journalist without following the steps outlined above, you will not be protected under the PID Act. This may mean you will be in breach of legal obligations or Council's Code of Conduct - by, for example, disclosing confidential information.

For more information about reporting wrongdoing outside Cootamundra-Gundagai Regional Council, contact the Disclosures Coordinator or the NSW Ombudsman's Public Interest Disclosures Unit. Their contact details are provided at the end of this policy.

HOW TO MAKE A REPORT

You can report wrongdoing in writing or verbally. You are encouraged to make a report in writing as this can help to avoid any confusion or misinterpretation. Cootamundra-Gundagai Regional Council's Internal Reporting Form is also available to staff and Councillors to use to make a report.

If a report is made verbally, the person receiving the report will make a comprehensive record of the report and ask the person making the report to sign this record. The reporter should keep a copy of this record.

CAN A REPORT BE ANONYMOUS?

There will be some situations where you may not want to identify yourself when you make a report. Although these reports will still be dealt with by Cootamundra-Gundagai Regional Council, it is best if you identify yourself. This allows Council to provide you with any necessary protection and support, as well as feedback about what action is to be taken or has been taken to deal with the issues raised in the report, or the outcome of any investigation.

It is important to realise that an anonymous disclosure may not prevent you from being identified by the subjects of the report or your colleagues. If we do not know who made the report, it is very difficult for us to prevent any reprisal should others identify you.

FEEDBACK TO STAFF WHO REPORT WRONGDOING

Staff and councillors who report wrongdoing will be told what is happening in response to their report.

1. ACKNOWLEDGEMENT

When you make a report, Council will contact you to confirm that your report has been received and to advise:

- the timeframe within which you will receive further updates
- the name and contact details of the people who can tell you what is happening or handle any concerns you may have.

After a decision is made about how your report will be dealt with, Council will send you an acknowledgment letter, providing:

- information about the action that will be taken in response to your report
- the likely timeframes for any investigation or other action
- information about the internal and external resources or services available that you can access for support.

Council will provide this information to you within ten working days from the date you make your report. We will also advise you if we decide to treat your report as a public interest disclosure and provide you with a copy of this policy at that time, as required by the PID Act.

Please note, if you make a report which meets the requirements of the PID Act but the report was made under a statutory or legal obligation or incidental to the performance of your day to day functions, you will not receive an acknowledgement letter or a copy of this policy.

2. PROGRESS UPDATES

While your report is being dealt with, such as by investigation or making other enquiries, you will be given:

- information about the progress of the investigation or other enquiries and reasons for any delay
- advice of any decision by the [name of council] not to proceed with the matter
- advice if your identity needs to be disclosed for the purposes of investigating the matter or making enquiries, and an opportunity to talk about this beforehand.

3. FEEDBACK

Once the matter has been finalised you will be given:

- enough information to show that adequate and appropriate action was taken and/or is proposed to be taken in response to your disclosure and any problem that was identified
- advice about whether you are likely to be called as a witness in any further matters, such as disciplinary or criminal proceedings.

MAINTAINING CONFIDENTIALITY

Cootamundra-Gundagai Regional Council realises reporters may want their identity and the fact they have made a report to remain confidential. This can help to prevent any action being taken against them for reporting wrongdoing.

Where possible and appropriate Council will take steps to keep your identity, and the fact you have reported wrongdoing, confidential. We will discuss with you whether it is possible to keep your identity confidential.

If confidentiality cannot be maintained, we will develop a plan to support and protect you from reprisal in consultation with you.

If you report wrongdoing, it is important that you only discuss your report with those responsible for dealing with it. This will include the Disclosures Coordinator and the General Manager, or in the case of a report about the General Manager, the Disclosures Coordinator and the Mayor or Administrator. The fewer people who know about your report, before and after you make it, the more likely it will be that we can protect you from any reprisal.

Any staff or councillors involved in the investigation or handling of a report, including witnesses, are also required to maintain confidentiality and not disclose information about the process or allegations to any person except for those people responsible for handling the report.

MANAGING THE RISK OF REPRISAL AND WORKPLACE CONFLICT

When a staff member or councillor reports wrongdoing, Council will undertake a thorough risk assessment to identify the risk to you of detrimental action in reprisal for reporting, as well as indirect but related risks of workplace conflict or difficulties. The risk assessment will also identify strategies to deal with those risks and determine the level of protection and support that is appropriate.

Depending on the circumstances, Council may:

- relocate the reporter or the staff member who is the subject of the allegation within the current workplace
- transfer the reporter or the staff member who is the subject of the allegation to another position for which they are qualified
- grant the reporter or the staff member who is the subject of the allegation leave of absence during the investigation of the disclosure.

These courses of action are not punishment and will only be taken in consultation with the reporter.

PROTECTION AGAINST REPRISALS

Cootamundra-Gundagai Regional Council will not tolerate any reprisal against staff or councillors who report wrongdoing or are believed to have reported wrongdoing.

The PID Act provides protection for staff and councillors who have made a public interest disclosure by imposing penalties on anyone who takes detrimental action against another person substantially in reprisal for that person making a public interest disclosure. These penalties also apply to cases where a person takes detrimental action against another because they believe or suspect the other person has made or may have made a public interest disclosure, even if they did not.

Detrimental action means action causing, comprising or involving any of the following:

- injury, damage or loss
- intimidation or harassment
- discrimination, disadvantage or adverse treatment in relation to employment
- dismissal from, or prejudice in, employment
- disciplinary proceedings.

A person who is found to have committed a reprisal offence may face criminal penalties such as imprisonment and/or fines, and may be required to pay the victim damages for any loss suffered as a result of the detrimental action. Taking detrimental action in reprisal is also a breach of Council's Code of Conduct which may result in disciplinary action. In the case of councillors, such disciplinary action may be taken under the misconduct provisions of the Local Government Act 1993 and may include suspension or disqualification from civic office.

It is important for staff and councillors to understand the nature and limitations of the protection provided by the PID Act. The PID Act protects reporters from detrimental action being taken against them because they have made, or are believed to have made, a public interest disclosure. It does not protect reporters from disciplinary or other management action where Council has reasonable grounds to take such action.

1. RESPONDING TO ALLEGATIONS OF REPRISAL

If you believe that detrimental action has been or is being taken against you or someone else in reprisal for reporting wrongdoing, you should tell your supervisor, the Disclosures Coordinator or the General Manager immediately. In the case of an allegation of reprisal by the General Manager, you can alternatively report this to the Mayor or Administrator.

All supervisors must notify the Disclosures Coordinator or the General Manager if they suspect that reprisal against a staff member is occurring or has occurred, or if any such allegations are made to them. In the case of an allegation of reprisal by the General Manager, the Mayor or Administrator can alternatively be notified.

If Council becomes aware of or suspects that reprisal is being or has been taken against a person who has made a disclosure, Council will:

- assess the allegation of reprisal to decide whether the report should be treated as a public interest disclosure and whether the matter warrants investigation or if other action should be taken to resolve the issue
- if the reprisal allegation warrants investigation, ensure this is conducted by a senior and experienced member of staff
- if it is established that reprisal is occurring against someone who has made a report, take all steps possible to stop that activity and protect the reporter
- take appropriate disciplinary action against anyone proven to have taken or threatened any action in reprisal for making a disclosure
- refer any breach of Part 8 of Council's Code of Conduct (reprisal action) by a councillor or the General Manager to the Office of Local Government.
- refer any evidence of an offence under section 20 of the PID Act to the ICAC or NSW Police Force.

If you allege reprisal, you will be kept informed of the progress and outcome of any investigation or other action taken in response to your allegation.

If you have reported wrongdoing and are experiencing reprisal which you believe is not being dealt with effectively, contact the Office of Local Government, the Ombudsman or the ICAC (depending on the type of wrongdoing you reported). Contact details for these investigating authorities are included at the end of this policy.

2. PROTECTION AGAINST LEGAL ACTION

If you make a public interest disclosure in accordance with the PID Act, you will not be subject to any liability, and no action, claim or demand can be taken against you for having made the public interest disclosure. You will not have breached any confidentiality or secrecy obligations and you will have the defence of absolute privilege in defamation.

SUPPORT FOR THOSE REPORTING WRONGDOING

Cootamundra-Gundagai Regional Council will make sure that staff who have reported wrongdoing, regardless of whether their report is treated as a public interest disclosure, are provided with access to any professional support they may need as a result of the reporting process – such as stress management or counselling services.

Council has established an Employee Assistance Program that provides staff with confidential counselling, coaching and support for workplace personal issues. Council's Employee Assistance Policy and Procedure contain the information and details about how to make an appointment with an Employee Assistance Counsellor.

SANCTIONS FOR MAKING FALSE OR MISLEADING STATEMENTS

It is important all staff and councillors are aware that it is a criminal offence under the PID Act to wilfully make a false or misleading statement when reporting wrongdoing. Council will not support staff or councillors who wilfully make false or misleading reports. Such conduct may also be a breach of the Code of Conduct resulting in disciplinary action. In the case of councillors, disciplinary action may be taken under the misconduct provisions of the Local Government Act 1993 and may include suspension or disqualification from civic office.

THE RIGHTS OF PERSONS THE SUBJECT OF A REPORT

Council is committed to ensuring staff or councillors who are the subject of a report of wrongdoing are treated fairly and reasonably. This includes keeping the identity of any person the subject of a report confidential, where this is practical and appropriate.

If you are the subject of the report, you will be advised of the allegations made against you at an appropriate time and before any adverse findings. At this time you will be:

- advised of the details of the allegation
- advised of your rights and obligations under the relevant related policies and procedures
- kept informed about the progress of any investigation
- given a reasonable opportunity to respond to any allegation made against you
- told the outcome of any investigation, including any decision made about whether or not further action will be taken against you.

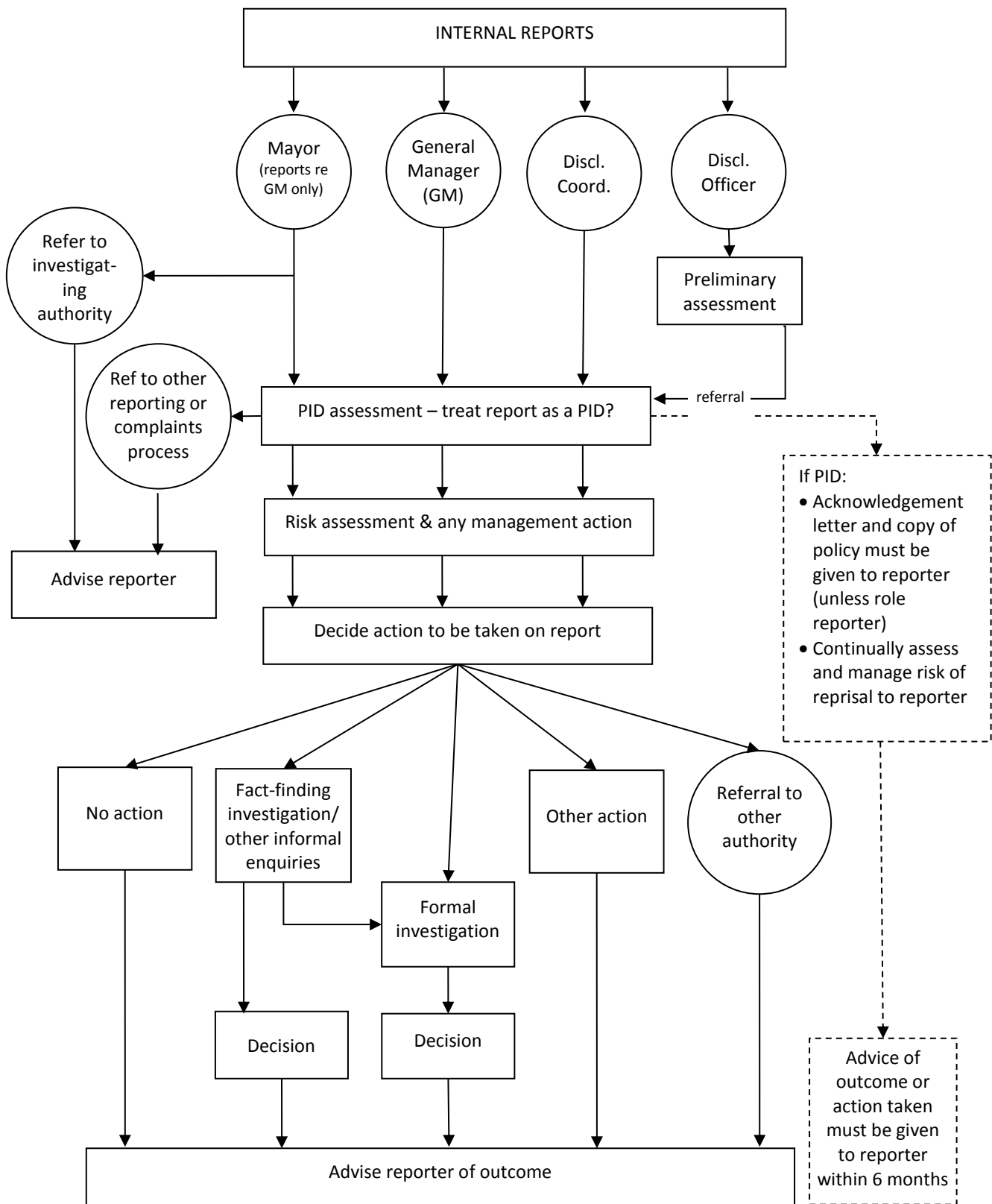
Where the reported allegations against the subject officer are clearly wrong, or have been investigated and unsubstantiated, the subject officer will be supported by Cootamundra-Gundagai Regional Council. The fact of the allegations and any investigation will be kept confidential unless otherwise agreed to by the subject officer.

MORE INFORMATION

A checklist of key procedural steps is provided in support of this policy.

More information around public interest disclosures is available on our intranet. Staff can also seek advice and guidance from the Disclosures Coordinator and the NSW Ombudsman's website at www.ombo.nsw.gov.au.

FLOW CHART OF INTERNAL REPORTING PROCESS



RESOURCES

The contact details for external investigating authorities that staff can make a public interest disclosure to or seek advice from are listed below.

For disclosures about corrupt conduct:

Independent Commission Against
Corruption (ICAC)
Phone: 02 8281 5999
Toll free: 1800 463 909
Tel. typewriter (TTY): 02 8281 5773
Facsimile: 02 9264 5364
Email: icac@icac.nsw.gov.au
Web: www.icac.nsw.gov.au
Address: Level 21, 133 Castlereagh Street,
Sydney NSW 2000

For disclosures about breaches of the GIPA Act:

Information Commissioner
Toll free: 1800 472 679
Facsimile: 02 8114 3756
Email: ipcinfo@ipc.nsw.gov.au
Web: www.ipc.nsw.gov.au
Address: Level 11, 1 Castlereagh Street,
Sydney NSW 2000

For disclosures about maladministration:

NSW Ombudsman
Phone: 02 9286 1000
Toll free: 1800 451 524
Tel. typewriter (TTY): 02 9264 8050
Facsimile: 02 9283 2911
Email: nswombo@ombo.nsw.gov.au
Web: www.ombo.nsw.gov.au
Address: Level 24, 580 George Street,
Sydney NSW 2000

For disclosures about local councils:

Office of Local Government
Phone: 02 4428 4100
Tel. typewriter (TTY): 02 4428 4209
Facsimile: 02 4428 4199
Email: dlg@dlg.nsw.gov.au
Web: www.dlg.nsw.gov.au
Address: 5 O'Keefe Avenue, Nowra, NSW
2541

**Gundagai Regional Enhancement Group,
C/- 122 Sheridan Street,
GUNDAGAI NSW 2722**

The Administrator,
Mrs Christine Ferguson,
C/- Cootamundra Gundagai Regional Council,
Sheridan Street,
GUNDAGAI NSW 2722

28th November, 2016
Received
To No.
Ref. To:
- 4 DEC 2016
Copy:
To File:
Action: ☐

Dear Christine,

Following a G.R.E.G meeting held last Wednesday 23rd November, 2016 a discussion took place regarding the complete lack of Christmas decoration in Carberry Park.

As you are aware, each year G.R.E.G organises a Christmas Carnival that is held in Carberry Park. This Carnival is a non-profit event that is focused simply on community involvement to create a sense of "togetherness" for our community members at such a special time of year.

It was decided that we approach you, to consider a contribution of \$1,000.00 that would go towards purchasing Christmas decorations and also offer two cash prizes to the "Best Decorated House" and "Best Decorated Business", to entice participation whilst enhancing our beautiful Gundagai.

We thank you for considering our request and suggest that looking towards the future, funding for Christmas decorations and enhancement be included in the combined Shire's budget.

I may be contacted on 0403 503 003 to discuss any further details.

Yours sincerely,



Penny Nicholson
Treasurer
For and on behalf G.R.E.G



COOTAMUNDRA VETERAN GOLFERS ASSOCIATION

94 HURLEY STREET, COOTAMUNDRA NSW 2590

President:
Phillip Moon
Phone: 02 6942 6429

Cootamundra Shire Council
Received
File No:
Ref. To:

Secretary:
Graeme Goodman
Phone 0400015573

~ 8 NOV 2016

30/10/2016

Copy:
To File:
Action ☐

Kate Monaghan
Director Corporate Services
Cootamundra Gundagai Regional Council
Wallendoon Street
COOTAMUNDRA NSW 2590

Dear Kate

The Cootamundra Veteran Golfers Association is a group of golfers 55 years and over. We hold a weekly golf day each Tuesday, when we play a 13 hole competition at Cootamundra. Our numbers have increased over the past years and we now have approximately 25-30 'vets' play each week.

In September each year we conduct an open 18 hole competition which attracts Veteran golfers, both men and ladies, from the South West region, including Wagga Wagga, Tumut, Gundagai, Temora, Junee, Harden and Young.

We will also be conducting an open Veterans Week of Golf in May 2017, an event that is sanctioned by the NSW Veteran Golfers Association and is part of their annual calendar of events. This tournament attracts approximately 120-130 participants, both men and ladies, from not only the South West, but Sydney, Wollongong, Nowra, Central Coast, North Coast and even visitors from Queensland. These visitors stay at our motels and Caravan Park, do some 'retail therapy' and visit our neighbouring towns.

In an attempt to make this event even more appealing and therefore attract more participants, we are seeking continued sponsorship for our Week of Golf next year to the tune of \$400. In past years we have been able to use the Council's banners and Council has made available prizes for our 'Bradman' awards. Any assistance you could provide would be most gratefully accepted and help to stage a tournament worthy of Cootamundra and the region.

I can be contacted on 0400795079 or email at masogi@ozemail.com.au if you would like to discuss the matter with me.

Yours faithfully

Garry and Anne Mason
Tournament Directors

Cootamundra Swimming & Life Saving Club

(Affiliated with NSWSA Inc and SWDSA Inc)

PO Box 187 Cootamundra NSW 2590

cootaswim@gmail.com

Cootamundra Shire Council
Received

File No:

Ref To:

23 NOV 2016

Copy:

To File:

Action ☐

09 November 2016

Cootamundra Shire Council
Cooper Street
COOTAMUNDRA NSW 2590

To Whom It May Concern:

Thank you for your generous sponsorship for our Meet in January this year. Once again, the Club will be holding a South West Zone Meet on **Sunday 22th January 2017**, and we are hoping that you will continue your sponsorship.

This is a major Meet, run by qualified Officials, attended by Clubs from as far away as Canberra, Albury, Griffith and Cowra. We hope to make this one of the best Meets in the Zone, and a significant event for Cootamundra. To enable us to do so, we rely on your sponsorship.

- \$100 – exclusive naming rights to four races
- \$50 - exclusive naming rights to two races
- \$30 – exclusive naming rights to one race

Your business name appears in the title of the event in the program, your logo is featured in the program, and your business name is announced at the Meet.

If you would like to continue to be a sponsor, please email us your sponsorship amount and your logo, if it has changed, to cootaswim@gmail.com, and make payment by direct deposit, including your business name as a reference, to:

Cootamundra Swimming Club

SWSCU BSB : 802-367 Account Number: 400149168

Or complete the payment slip attached and post to:

Cootamundra Swimming Club
PO Box 187, COOTAMUNDRA NSW 2590

Regards,
Cootamundra Swimming Club Committee

.....
Business Name: _____

Sponsorship amount: \$100 / \$50 / \$30 Other amount \$ _____

If you would like to choose the race(s) to sponsor, please specify below:

Cootamundra Australian Football Club Inc.

PO Box 361, Cootamundra NSW 2590
Formed in 1960

President: Todd Basham
Mob: 0429 328794

Secretary: Lee Loiterton
Mob: 0447 424017

Treasurer: Shelly Johnson
Mob: 0428 423963

25/10/2016

The General Manager – Mr Ken Trethewey
Cootamundra –Gundagai Regional Council
81 Wallendoon Street
COOTAMUNDRA NSW 2590

Dear Ken

AFL FOOTBALL CLUB ROOMS/MULTI PURPOSE ROOMS AT CLARKE OVAL

Demolition Stage

We would like council to consider waiving Waste disposal fees at local tip for the demolition of our condemned club rooms.

As we propose to do most of the work from volunteers and it is a Council Asset we would like some assistance from Council

Note – We are putting in a DA shortly and building will be subject to grant funding

If you wish to discuss this in detail, please contact me on 0428328794.

Regards

Todd Basham
President
Cootamundra Aust Football Club Inc.

MAJOR SPONSORS

Family Hotel

SPONSORS

Southwest Fuel P/L

Central Air Services

**Todd Basham
Electrical**

Don Oliver Plumbing

R Knagge Building

Thompson Electrical

Pazzaz

Turners Furniture One

Cootamundra IGA

Cootamundra Holden

Cootamundra Herald

**Cootamundra
Ex-servicemens Club**

Coota Signs

Cootamundra Australian Football Club Inc.

PO Box 361, Cootamundra NSW 2590
Formed in 1960

President: Todd Basham
Mob: 0429 328794

Secretary: Lee Loiterton
Mob: 0447 424017

Treasurer: Shelly Johnson
Mob: 0428 423963

31 October 2016

The General Manager – Mr Ken Trethewey
Cootamundra Shire Council
81 Wallendoon Street
COOTAMUNDRA NSW 2590

DA 2016/108

Dear Ken

AFL FOOTBALL CLUB ROOMS/MULTI PURPOSE ROOMS AT CLARKE OVAL

As previously mentioned in correspondence to you, we are seeking grants/funding for the construction of new Club Rooms/Multipurpose rooms at Clarke Oval.

The Development Application Fee of \$2901.00 has been paid to Council, by our Club.

As this area of Clarke Oval is a Council asset, we hereby request that Council kindly reimburses the CAFC for the above fee of \$2901.

If you wish to discuss this in detail, please contact me on 0407-217766.

Regards



Todd Basham
President
Cootamundra Aust Football Club Inc.

MAJOR SPONSORS

Family Hotel

SPONSORS

Southwest Fuel P/L

Central Air Services

Todd Basham
Electrical

Don Oliver Plumbing

R Knagge Building

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Pazzaz

Turners Furniture One

Cootamundra IGA

Cootamundra Holden

Cootamundra Herald

Cootamundra
Ex-servicemens Club

Coota Signs

TAX INVOICE/RECEIPT

ABN #:46211642339

Cootamundra-Gundagai Regional Council

81 Wallendoon Street

COOTAMUNDRA NSW 2590

Ph 02 6940 2100 Fax 02 6940 2127

Email: mail@cootamundra.nsw.gov.au

Website: http://www.cootamundra.nsw.gov.au

Date 28/10/2016 15:03

Receipt 00138747:0001 Terminal 1:23418

Todd Michael Basham

PO Box 437

COOTAMUNDRA NSW 2590

Details	Amount
CC_FEE_1 - Construct	440.00
010.2016.00000108.001 (GST 40.00)	
DA_FEE - Development	620.00
010.2016.00000108.001	
DA_LS_LEVY - DA Long	525.00
010.2016.00000108.001	
DA_PF_LEVY - DA Plan	96.00
010.2016.00000108.001	
INSPECT_1 - Inspecti	90.00
010.2016.00000108.001 (GST 8.18)	
OCC_CERT - Occupatio	100.00
010.2016.00000108.001 (GST 9.09)	
S68_MODIFY - Drainag	180.00
010.2016.00000108.001	
S68_SEWER - New Sewe	100.00
010.2016.00000108.001	
S94_FEE - Section 94	750.00
010.2016.00000108.001	
Invoice/Receipt Total:	2901.00
Total Non-Taxable:	2271.00
Total Taxable:	572.73
Total GST Payable:	57.27
Total Value	2901.00
Tendered	
Cheque	2901.00
Change	0.00

Thank you for your payment

Metal Waste Quotation to Supply

Quotations closed on 22 November 2016 with 4 quotations received.
The quotations, in order of price, were:

All prices are per tonne

	<i>Excl GST</i>	<i>Incl GST</i>
1. Sims Metal	\$100.00	\$110.00
2. D&M Scrap Metal	\$50.00	\$55.00
3. OneSteel	\$30.00	\$33.00
4. Sell & Parker	\$25.10	\$27.61

ADDITIONAL INFORMATION

Sims Metal

- A maximum of 5% non metallic contamination will be accepted.
- Pricing is strictly confidential and is for the use of only the intended recipient. No second or third party transactions are allowed.
- Sims Metal cannot accept or has Sims Metal made any allowance for any dangerous and/or non-compliant materials, and reserve the right to reject or charge appropriate fees for the handling and disposal of any such materials eg asbestos, hazardous, solid or liquid wastes and residues etc.
- Sims Metal has not made provision to remediate any contamination at any landfill site that results from any action or activity outside of Sims Metal's control.

D&M Scrap Metal

- Located in Corowa, depot in Leeton.
- Rather than bale scrap metal, we bulk load from sites with a 20 tonne excavator into 70m³ tippers.

OneSteel

- Did not supply any additional information.

Sell & Parker

- Did not supply any additional information.



COOTAMUNDRA SHIRE COUNCIL
&
ELOUERA ASSOCIATION (Inc)

WASTE DEPOT SUPERVISION
& RECYCLING RIGHTS
CONTRACT

1 JANUARY 2011 TO 31 DECEMBER 2015

PARTIES

This agreement made this XXXX day of December 2005 is between **Cootamundra Shire Council** of Wallendoon Street, Cootamundra (hereinafter referred to as "the Council") and **Elouera Association** .

RECITALS

1. The council owns Solid Waste Depots at Cootamundra, Stockinbingal and Wallendbeen (hereinafter referred to as "the depots") and provides waste management to the local community; and
2. The Council wishes to appoint a contractor to operate the Depots on its behalf and has called tenders for that purpose; and

THE PARTIES AGREE TO BE BOUND AS FOLLOWED:-

COMMENCEMENT

1. This agreement shall commence on Saturday 1 January 2011 and operate for a period of five years to 31 December 2015.

CONSIDERATION

1. The Council shall pay Elouera Recycling the sum of \$ per annum (\$ per month) for performing its obligations under the terms of this agreement. Elouera Association is to rebate Council the sum of \$ per annum (\$ per month) for the right to process up to 700 tonnes of externally sourced recyclables at the Cootamundra Depot. This figure is to be deducted from Council's monthly payment to Elouera Association, bringing Council's monthly obligation to \$. These fees include GST. Payments are in addition to any income which may be earned independently by Elouera Recycling from the salvage of materials.
2. If the Elouera Association processes externally sourced recyclables in excess of 700 tonnes per annum, Council will be compensated \$ per tonne for each tonne in excess of 700 tonnes. This rebate is to be calculated from the total of external tonnages received at the end of each calendar year. For the purposes of this calculation, all external recyclables must be weighed on the weigh bridge.
3. The contractor will be required to include Council's depots in any RERO initiative as decided by Council. This includes such activities as the scrap metal collection contract.
4. The payment of \$ is to be increased on each anniversary of this agreement by the All Groups Sydney CPI figure. Adjustments must be made within six months of the annual review date and backdated to that date utilising the September CPI figures. Elouera will be responsible for

submitting CPI changes. Additionally, the \$ annual rebate to Council plus the \$ per tonne rebate for tonnage in excess of 700 tonne are also to be reviewed annually to consider CPI provisions.

GENERAL PROVISIONS

1. All work preformed by Elouera Association in accordance with this Agreement shall be carried out in a thorough, workmanlike and faithful manner and to the satisfaction of the Council.
2. Elouera Association shall be bound by the conditions set out in this agreement and the provision of any / all acts and regulations dealing with the disposal of garbage, rubbish and waste materials, including any Landfill Environmental Management Plan (LEMP) approved for the site from time to time by the NSW Environmental Protection Authority (EPA).
3. Elouera Association shall carry out all reasonable instructions issued to it within the terms of this agreement by the Councils General Manager or Director-Engineering Services. Such instructions will be carried out immediately after they are received by Elouera Association.
4. Elouera Association and its Staff and Employee's shall conduct themselves towards the public on the site in a civil, obliging and inoffensive manner at all times.
5. Elouera Association shall at all times project a positive image of the Cootamundra Shire Council.
6. The Cootamundra Shire Council shall have the power to direct Elouera Association not to permit any staff member or employee who is guilty of misconduct or incompetency to work at the Depots.
7.
 - a) Elouera Association shall not sell, sublet, or assign this contract or any portion thereof without the leave and permission of the Cootamundra Shire Council having first being obtained beforehand in writing, and then only to an assignee approved by the Cootamundra Shire Council.
 - b) Elouera Association shall not negotiate with agencies other than Cootamundra Shire Council regarding the transfer of wastes to Shire depots without consultation with Council.
8. Elouera Association shall cover:-
 - a) All vehicles used by it or its employee's in the performance of this agreement with comprehensive insurance
 - b) Each person employed in the execution of this agreement with unlimited Common Law Workers Compensation Insurance Cover and maintain such insurance cover during the period of this contract.

9. Elouera Association will provide public liability cover of \$20,000,000 with Cootamundra Shire Council to be noted as principal and shall provide Council with evidence of such insurance, annually upon renewal or upon demand.
10. Elouera Association shall exercise due care in carrying out all work under this agreement and in the case of any default shall be liable for penalties provided for by the acts and regulations, and shall on demand pay to the Council all costs and expenses incurred by Council in abating any nuisance consequent upon any such default or neglect on the part of the contractor.
11. Elouera Association shall provide activity and survey reports to the Council in a form acceptable to the Council on a monthly basis together with its contract payment claims.
12. Elouera Association acknowledges that this agreement does not comprise a lease over the depots and that the Council has not parted with possession of the Depot premises.
13. Elouera Association shall maintain records and statistics on materials and volumes deposited at all Shire depots that satisfy EPA reporting requirements. This information is to be provided to Council upon request for the completion of quarterly and annual reports.

DEPOT SUPERVISION

Elouera Association Shall:-

- a) Open and Operate the Depots during the following hours ????????????

Cootamundra

Monday	8:30am – 4:30pm
Tuesday	8:30am – 4:30pm
Wednesday	1:30pm – 4:30pm
Thursday	8:30am – 4:30pm
Friday	8:30am – 4:30pm
Saturday	1:00pm – 5:00pm
Sunday	9:00am – 5:00pm

Wallendbeen

Wednesday	1:00pm – 5:00pm
Sunday	8:00am – 12:00noon

Stockinbingal

Wednesday	8:00am – 12:00noon
Sunday	1:00pm – 5:00pm

These hours may be varied by agreement between parties.

- b) For the term of this contact, supervise and control the depositing and disposal of all garbage, rubbish and waste materials deposited at the Cootamundra, Wallendbeen and Stockinbingal waste sites and Transfer Station as from time to time defined in accordance with the provisions of this agreement.
- c) Direct cars, trucks and other vehicles (except those of the Council's garbage collection staff or contractor) to dumping points nominated by the council including contaminated waste, car bodies, tyres, white goods, green waste, builders waste, putrescible waste and recycling etc.
- d) If at any time fire occurs at the depot(s), take immediate steps to extinguish the fire or engage the assistance of Council's works staff or the local fire brigade.
- e) Maintain and regularly test all fire fighting and safety equipment retained at the Depot(s) and ensure that the equipment remains in good condition. Any equipment purchased by Elouera Association for this purpose will remain the property of Elouera Association.
- f) Report any unusual incidence of flies and take all necessary steps to prevent vermin or rodent activity at the Depot(s).
- g) Ensure stock are excluded from the Depot(s). In the event of any straying stock or other animals eg dogs being found at the Depot(s) arrange for the impounding of the said animals by Council staff.
- h) Make daily inspections of the surrounds and catch fences and collect any wind blown papers and other matter. Make a weekly inspection of the internal and approach roads in line with boundary fences and collect any matter. These boundary fences include Turner's Lane frontage and Old Treatment Works Lane perimeter.
- i) Carry out other irregular but related works not specified herein but appropriate to the efficient operation of the depot(s) as directed by the Director – Engineering Services.
- j) Position and maintain Council's paper fence adjacent to the disposal trench in use for the depositing of wastes. Such fences shall be positioned to reduce and trap wastes blown by winds from the deposited rubbish, refuse or wastes.
- k) Provide and maintain in good working order all plant, vehicles, tools and equipment required to complete works under this agreement to Council's satisfaction. Provide all necessary labour to carry out the terms of this agreement.

- l) Be or have staff in attendance at the Depot(s) at all times during the hours of operation. Lock all gates and doors between times and on such days set by Council.
- m) Collect all fees for the depositing of materials at the depots at the rates set by Council for the class of vehicle or waste specified or by using the Weigh Bridge at the Cootamundra Depot.
- n) Issue receipts or weighbridge dockets for the depositing of materials at the depots.
- o) Properly account for and deposit all monies collected on behalf of the Council to the Councils nominated Bank.
- p) Provide the Council with a weekly reconciliation of monies collected with the amounts banked.
- q) Be empowered by Council to direct members of the public depositing materials at the Depot(s)/Transfer Station, provided that garbage collection staff and Council will have access to the depots for the purpose of dumping rubbish at all times.
- r) Be permitted by the council to provide and maintain office accommodation adjacent to the entrance of the depot(s) for the use of Elouera Association staff during periods of operation.
- s) With a designated Council officer, undertake fortnightly inspections of the depots to ensure compliance with the contract. These inspections will be conducted utilising the inspection pro-forma, Addendum A, appended to this agreement. Results of these inspections will be faxed to the contractor's office for action if required.

WEIGHBRIDGE AND TRANSFER STATION SUPERVISION & OPERATION

- 1. The weighbridge / recycling area at the entrance to the Cootamundra Depot shall be manned by two (2) Elouera Association staff members during operating hours.
- 2. As required, and for periods of no longer than one hour at a time, one of these staff members will work at the Transfer Station pushing rubbish into the hopper using a bobcat or similar equipment.
- 3. Only fully trained personnel shall be permitted to work at the weighbridge and Transfer Station.
- 4. The staff member working on the weighbridge MUST log on before using the computer and MUST log off if they are not the operator of the weighbridge. Under no circumstances are the two employees in this area to change roles without logging in and out of the weighbridge computer as required.

5. All staff employed and / or supervised by the contractor on site, are the responsibility of the contractor with regard to occupational health and safety responsibilities. Council has this responsibility for Council employees only.
6. Elouera Association staff are to liaise with the Bald Hill haulage contractor as trailers become full in preparation for their removal. Elouera Association staff are also to assist the haulage contractor with the removal and replacement of trailers at the transfer station.

RECYCLING RIGHTS

- a) Elouera Association shall have the exclusive rights to salvage materials from the waste deposited at the depot(s). Elouera Association may erect and maintain a suitable compound within the depots grounds for the storage of salvaged materials.
- b) Elouera Association shall carry out waste recycling activities as directed by Council including the baling of paper and cardboard, sorting and disposal of other recyclables eg glass, plastic metals and car bodies etc.
- c) Elouera Association shall accept co-mingled recyclables from the Councils kerbside recycling service after weighing each load for invoicing purposes.
- d) Elouera Association shall not dispose of recyclable materials into landfill where this can be avoided through stockpiling and without the prior consent of Council.
- e) Elouera Association shall pay for all utility costs incurred in the performance of its obligations under this contract.
- f) For the term of this contract Elouera Association shall be responsible for any and all maintenance and repair costs for any plant supplied by the council and shall maintain the plant in good working order.
- g) The plant shall be returned to the Council in the equivalent condition and state of repair at the end of the contract allowing for fair wear and tear and the natural life that would be expected for such equipment. The amount of fair wear and tear shall be made by agreement.

MAINTENANCE

Elouera Association shall

- a) Sort and deposit all waste matter, in the designated area's provided, daily on each day of opening the depot or transfer station.

- b) At all times adhere to the requirements of Workcover in relation to working in trenches, Transfer Stations and around equipment used for pushing waste into the hopper.
- c) Contact the Transport Contractor for the Transfer Station each time the Ejection Trailer needs emptying or moving. Contact the Director of Engineering when trenches at the depots are nearly full.
- d) Maintain the other designated refuse area's at the depot and around the Transfer Station including the press and trailer areas. Stockpiles of materials for processing are to be held in designated areas.
- e) Maintain the Depots in a clean and tidy condition at all times.
- f) Provide all plant, tools and labour to undertake work required to be preformed under this agreement to the Councils satisfaction. This is to include a Bobcat or similar small / medium for the operation of the Transfer Station and a Forklift for the loading of trucks.
- g) Ensure that at no time the refuse at the depots are intentionally burnt.

DEFAULT

In the event of the contractor committing any default or neglecting or refusing to carry out works under this agreement, the council shall have the right to employ labour etc, to perform the work and to pay therefore out of any moneys due to the contractor, or the council may, terminate this agreement and the contractor is liable for any damages sustained by the Council in respect to the Contractors neglect or refusal to carry out the said work.

TERMINATION

- a) Unless otherwise provided herein this agreement shall terminate on 31 December 2015 or if and when a replacement contract is issued to Elouera Association by mutual agreement. This contract may be extended in its current form or with agreed modifications by negotiation.
- b) Council can terminate this agreement if Elouera Association fails to meet the requirements of this agreement or any reasonable and related instructions from the Councils General Manager or the Director – Engineering Services.
- c) Elouera Association may withdraw from this contract with one month written notice.

NOTICE

Any notice required to be given in accordance with this agreement shall be sufficiently served if given in writing to the official address of either party.

LAW APPLICABLE

This agreement shall be governed by and constituted in accordance with the law of New South Wales and should any provision of the agreement to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby.

SIGNED BY

The Common Seal of the
COOTAMUNDRA SHIRE COUNCIL
pursuant to a resolution passed on

was hereunto affixed on

MAYOR

in the presence of:

GENERAL MANAGER

For Elouera Association on the

..... day of 2011

General Manager or Authorised
Officer

KJ & MH Paine T/A Mark Paine Landscaping

ABN: 58 914 904 282

33 Cowper St, Ainslie ACT 2602

Phone: 0408486604

Email: mpainelandscaping@hotmail.com

22 November 2016

Tim Morris – Gundagai Main Street Upgrade

Background

We have been operating in the Canberra and Southern NSW region for thirty years and have four full time employees and take on casuals as necessary depending on the size of the project and time frames.

Qualifications

Member of Landscape Association of NSW/Canberra (LNA) for 25 years

Diploma in Turf Management and Horticulture

Certified with the Brick and Paver Institute of Australai

CFMEU compliant (copies of Insurances attached)

Past Projects Include

2009 - New Acton (Canberra) redevelopment – granite stone paving

2010 – Reserve Bank of Australia – paving upgrade

2013 - London Circuit (ACT Government) – paving upgrade

2013 - Harden streetscapes for Harden Council – paving works

2016 - Woden Bus Interchange (ACT Government - paving works

2016 - current Tumut Stone Labrynth, Louise Halmsley for Tumut Council and Hector
Abrahams - Architect

Cootamundra-Gundagai Regional Council



Cootamundra Office: Ph: 02 6940 2100
Fax: 02 6940 2127

Gundagai Office: Ph: 02 6944 0200
Fax: 02 6944 1475

4 November 2016

Mr Bill Smart
Gundagai Construction Services
Sheridan Street,
GUNDAGAI NSW 2722

Dear Bill & Matt,

RE: Tender Evaluation Meeting 04/11/2016
2016/001 Laying of Stone Paving Tiles

Thank you both for attending our Evaluation Meeting this morning.

I also refer to your previous email of the 27 Oct 2016 and two further emails on Friday 28 Oct 2016

A number of issues were raised and we have agreed to investigate further additional costs that could be associated with your tender.

The items raised included:

1. Additional costs associated with Paving saw cutting, particularly the paving header course along the kerb section. Although not mentioned it should be noted that the saw cutting needs along the shop boundary may also involve a considerable additional cost. Especially as it will involve the smaller 100mm x 100mm square pavers ("Cobbles")
2. Additional costs necessary for the "Grading of Pavers " (especially thickness)
3. Additional costs for the Traffic Control (Traffic/Pedestrian Control Plans including the supply and erection of approved signs, barricades and fencing.)
4. Additional unit rate costs for concrete base preparation including "Grinding" if deemed necessary by Council. Additional costs associated with special base preparation around pits and steps etc.
5. Again we wish to reaffirm that it is the Contractors responsibility for all materials once possession is taken from Council. (Including all Pavers and other materials). Any damage or theft will be at the Contractors expense. Costs would include loss of Council materials. Any Fencing and/or additional needs for Compound Security is to be provided by the Contractor (and should be incorporated in the Traffic Control Item).



AR Bluet Award Winners
1953, 1992 & 2014

Cootamundra Office: 81 Wallendoon Street, Cootamundra NSW 2590
Gundagai Office: 255 Sheridan Street, Gundagai NSW 2722

6. Direct Community Liaison Costs (in order to complete work and minimise disruption to business owners or operators)
7. Any other items which you may feel needs adjustment and have not been incorporated in your tender rates.

Rather than incorporate these costs as additional individual items please include these costs within the scheduled items and resubmit.

Please do not proceed or make any further preparation work for the "Trial Paving Section" unless further advised.

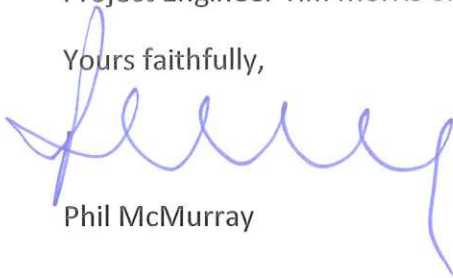
The tender decision will be deferred to the December Meeting of Council.

Should you require further information or wish to discuss the matter please contact

Council on (02) 69440 200 or

Project Engineer Tim Morris on 0427 273169.

Yours faithfully,



Phil McMurray

Deputy General Manager
Cootamundra-Gundagai Regional Council.