



**QUALITY NATURE - QUALITY HERITAGE - QUALITY LIFESTYLE**

## **BUSINESS PAPER ORDINARY COUNCIL MEETING WEDNESDAY, 30 OCTOBER 2019**

Notice is hereby given in accordance with the provisions of the *Local Government Act 1993*, and pursuant to Clause 3.3 of Council's Code of Meeting Practice that an **Ordinary Council Meeting** will be held in the Tenterfield Shire Council Chamber, on **Wednesday, 30 October 2019** commencing at 9.30 am.

Terry Dodds  
**Chief Executive**

**Community Consultation (Public Access) relating to items on this Agenda can be made between 9.30 am and 10.30 am on the day of the Meeting. Requests for public access should be made to the General Manager no later than COB on the Monday before the Meeting.**

Section 8 of the Business Paper allows a period of up to 30 minutes of Open Council Meetings for members of the Public to address the Council Meeting on matters INCLUDED in the Business Paper for the Meeting.

Members of the public will be permitted a maximum of five (5) minutes to address the Council Meeting. An extension of time may be granted if deemed necessary.

Members of the public seeking to represent or speak on behalf of a third party must satisfy the Council Meeting that he or she has the authority to represent or speak on behalf of the third party.

Members of the public wishing to address Council Meetings are requested to contact Council either by telephone or in person prior to close of business on the Monday prior to the day of the Meeting. Persons not registered to speak will not be able to address Council at the Meeting.

Council will only permit two (2) speakers in support and two (2) speakers in opposition to a recommendation contained in the Business Paper. If there are more than two (2) speakers, Council's Governance division will contact all registered speakers to determine who will address Council. In relation to a Development Application, the applicant will be reserved a position to speak.

Members of the public will not be permitted to raise matters or provide information which involves:

- Personnel matters concerning particular individuals (other than Councillors);
- Personal hardship of any resident or ratepayer;
- Information that would, if disclosed confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business;
- Commercial information of a confidential nature that would, if disclosed:
  - Prejudice the commercial position of the person who supplied it, or
  - Confer a commercial advantage on a competitor of the Council; or
  - Reveal a trade secret;
- Information that would, if disclosed prejudice the maintenance of law;
- Matters affecting the security of the Council, Councillors, Council staff or Council property;
- Advice concerning litigation or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege;
- Information concerning the nature and location of a place or an item of Aboriginal significance on community land;
- Alleged contraventions of any Code of Conduct requirements applicable under Section 440; or
- On balance, be contrary to the public interest.

Members of the public will not be permitted to use Community Consultation to abuse, vilify, insult, threaten, intimidate or harass Councillors, Council staff or other members of the public. Conduct of this nature will be deemed to be an act of disorder and the person engaging in such behaviour will be ruled out of order and may be expelled.

## CONFLICT OF INTERESTS

**What is a "Conflict of Interests"** - A conflict of interests can be of two types:

**Pecuniary** - 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 or another person with whom the person is associated.

**Non-pecuniary** - a private or personal interest that a Council official has that does not amount to a pecuniary interest as defined in the Local Government Act (eg. A friendship, membership of an association, society or trade union or involvement or interest in an activity and may include an interest of a financial nature).

### **Remoteness**

A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to a matter or if the interest is of a kind specified in Section 448 of the Local Government Act.

**Who has a Pecuniary Interest?** - A person has a pecuniary interest in a matter if the pecuniary interest is the interest of:

- The person, or
- Another person with whom the person is associated (see below).

### **Relatives, Partners**

A person is taken to have a pecuniary interest in a matter if:

- The person's spouse or de facto partner or a relative of the person has a pecuniary interest in the matter, or
- The person, or a nominee, partners or employer of the person, is a member of a company or other body that has a pecuniary interest in the matter.

N.B. "Relative", in relation to a person means any of the following:

- (a) the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descends or adopted child of the person or of the person's spouse;
- (b) the spouse or de facto partners of the person or of a person referred to in paragraph (a)

### **No Interest in the Matter**

However, a person is not taken to have a pecuniary interest in a matter:

- If the person is unaware of the relevant pecuniary interest of the spouse, de facto partner, relative or company or other body, or
- Just because the person is a member of, or is employed by, the Council.
- Just because the person is a member of, or a delegate of the Council to, a company or other body that has a pecuniary interest in the matter provided that the person has no beneficial interest in any shares of the company or body.

### **Disclosure and participation in meetings**

- A Councillor or a member of a Council Committee who has a pecuniary interest in any matter with which the Council is concerned and who is present at a meeting of the Council or Committee at which the matter is being considered must disclose the nature of the interest to the meeting as soon as practicable.
- The Councillor or member must not be present at, or in sight of, the meeting of the Council or Committee:
  - (a) at any time during which the matter is being considered or discussed by the Council or Committee, or
  - (b) at any time during which the Council or Committee is voting on any question in relation to the matter.

**No Knowledge** - A person does not breach this Clause if the person did not know and could not reasonably be expected to have known that the matter under consideration at the meeting was a matter in which he or she had a pecuniary interest.

### **Participation in Meetings Despite Pecuniary Interest (S 452 Act)**

A Councillor is not prevented from taking part in the consideration or discussion of, or from voting on, any of the matters/questions detailed in Section 452 of the Local Government Act.

**Non-pecuniary Interests** - Must be disclosed in meetings.

There are a broad range of options available for managing conflicts & the option chosen will depend on an assessment of the circumstances of the matter, the nature of the interest and the significance of the issue being dealt with. Non-pecuniary conflicts of interests must be dealt with in at least one of the following ways:

- It may be appropriate that no action be taken where the potential for conflict is minimal. However, Councillors should consider providing an explanation of why they consider a conflict does not exist.
- Limit involvement if practical (eg. Participate in discussion but not in decision making or vice-versa). Care needs to be taken when exercising this option.
- Remove the source of the conflict (eg. Relinquishing or divesting the personal interest that creates the conflict)
- Have no involvement by absenting yourself from and not taking part in any debate or voting on the issue as if the provisions in S451 of the Local Government Act apply (particularly if you have a significant non-pecuniary interest)

### **Disclosures to be Recorded (s 453 Act)**

A disclosure (and the reason/s for the disclosure) made at a meeting of the Council or Council Committee or Sub-Committee must be recorded in the minutes of the meeting.

~~o0o~~~

## ORDER OF BUSINESS

1. Opening & Welcome
2. Civic Prayer & Acknowledgement of Country
3. Apologies
4. Disclosure & Declarations of Interest
5. Confirmation of Previous Minutes
6. Tabling of Documents
7. Urgent, Late & Supplementary Items of Business
8. Community Consultation (Public Access)
9. Mayoral Minute
10. Recommendations for Items to be Considered in Confidential Section
11. Open Council Reports
  - Our Community
  - Our Economy
  - Our Environment
  - Our Governance
12. Reports of Delegates & Committees
13. Notices of Motion
14. Resolution Register
15. Confidential Business
16. Meeting Close

# AGENDA

## 1. OPENING & WELCOME

## 2. (A) OPENING PRAYER

*"We give thanks for the contribution by our pioneers, early settlers and those who fought in the various wars for the fabric of the Tenterfield Community we have today.*

*May the words of our mouths and the meditation of our hearts be acceptable in thy sight, O Lord."*

## (B) ACKNOWLEDGEMENT OF COUNTRY

*"I would like to acknowledge the traditional custodians of this land that we are meeting on today. I would also like to pay respect to the Elders past, present, and emerging of the Jukembal, Kamilaroi and Bundjalung nations and extend that respect to other Aboriginal people present."*

## 3. APOLOGIES

## 4. DISCLOSURES & DECLARATIONS OF INTEREST

## 5. CONFIRMATION OF PREVIOUS MINUTES

(ITEM MIN9/19) CONFIRMATION OF PREVIOUS MINUTES .....8

## 6. TABLING OF DOCUMENTS

## 7. URGENT, LATE & SUPPLEMENTARY ITEMS OF BUSINESS

## 8. COMMUNITY CONSULTATION (PUBLIC ACCESS)

## 9. MAYORAL MINUTE

## 10. RECOMMENDATIONS FOR ITEMS TO BE CONSIDERED IN CONFIDENTIAL SECTION

Item 24/19 – Replacement of Land Fill Compactor for Boonoo Boonoo Waste Facility

## **11. OPEN COUNCIL REPORTS**

### ***OUR COMMUNITY***

(ITEM COM12/19)	2020 AUSTRALIA DAY AWARDS .....	32
(ITEM COM13/19)	CROWN LAND CATEGORISATION .....	39
(ITEM COM14/19)	MOUNT MACKENZIE CROWN LAND LICENCE .....	59
(ITEM COM15/19)	TREE MANAGEMENT PLAN .....	99
(ITEM COM16/19)	ESSENTIAL ENERGY CUSTOMER & NETWORK SERVICES - PRIVATE ELECTRICITY NETWORK ASSETS - BUSHFIRE & ELECTRICAL SAFETY RISK MANAGEMENT .....	102

### ***OUR ECONOMY***

Nil

### ***OUR ENVIRONMENT***

(ITEM ENV21/19)	COMMUNITY PARTICIPATION PLAN - DRAFT FOR EXHIBITION .....	106
(ITEM ENV22/19)	INSTALLATION OF EMERGENCY SIRENS TENTERFIELD TOWN.....	109

### ***OUR GOVERNANCE***

(ITEM GOV65/19)	MONTHLY OPERATIONAL REPORT - SEPTEMBER 2019.....	113
(ITEM GOV66/19)	DISCLOSURE OF INTEREST RETURNS 2018/2019.....	114
(ITEM GOV67/19)	2020 COUNCIL ELECTION - VARIATION OF WARD BOUNDARIES.....	116
(ITEM GOV68/19)	COUNCIL SUBMISSION - REVIEW OF LOCAL GOVERNMENT COMPLIANCE AND REPORTING.....	121
(ITEM GOV69/19)	FINANCE & ACCOUNTS - PERIOD ENDED 30 SEPTEMBER 2019 .....	124
(ITEM GOV70/19)	CAPITAL EXPENDITURE REPORT AS AT 30 SEPTEMBER 2019.....	127
(ITEM GOV71/19)	REPORT ON LOAN BALANCES.....	129

## **12. REPORTS OF DELEGATES & COMMITTEES**

(ITEM RC20/19)	REPORTS OF COMMITTEES & DELEGATES - TOURISM ADVISORY COMMITTEE - 18 SEPTEMBER 2019 .....	132
(ITEM RC21/19)	REPORTS OF COMMITTEES & DELEGATES - PARKS, GARDENS & OPEN SPACE ADVISORY COMMITTEE MEETING - 19 SEPTEMBER 2019 .....	135

## **13. NOTICES OF MOTION**

Nil

## **14. RESOLUTION REGISTER**

(ITEM RES9/19)	COUNCIL RESOLUTION REGISTER - OCTOBER 2019 .....	140
----------------	--	-----

## **15. CONFIDENTIAL BUSINESS**

(ITEM ENV24/19)	REPLACEMENT OF LAND FILL COMPACTOR FOR BOONOO BOONOO WASTE FACILITY
-----------------	--

That above item be considered in Closed Session to the exclusion of the press and public in accordance with Section 10A(2) (d(i)) (d(ii)) (d(iii)) of the Local Government Act, 1993, as the matter involves commercial information of a confidential nature that would, if disclosed (i) prejudice the commercial position of the person who supplied it; AND commercial information of a confidential nature that would, if disclosed (ii) confer a commercial advantage on a competitor of the Council; AND commercial information of a confidential nature that would, if disclosed (iii) reveal a trade secret.

## **16. MEETING CLOSED**

## **CLOSED COUNCIL**

### **Confidential Reports**

#### **(Section 10A(2) of The Local Government Act 1993)**

Where it is proposed to close part of the Meeting, the Chairperson will allow members of the public to make representations to or at the meeting, before any part of the meeting is closed to the public, as to whether or not that part of the meeting should be closed to the public.

The Chairperson will check with the General Manager whether any written public submissions or representations have been received as to whether or not that part of the meeting should be closed to the public.

The grounds on which part of the Council meeting may be closed to public are listed in Section 10A(2) of the Local Government Act 1993 and are as follows:

- (a) personnel matters concerning particular individuals others than Councillors,
- (b) the personal hardship of any resident or ratepayer,
- (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business,
- (d) commercial information of a confidential nature that would, if disclosed:
  - (i) prejudice the commercial position of the person who supplied it, or
  - (ii) confer a commercial advantage on a competitor of the council, or
  - (iii) reveal a trade secret,
- (e) information that would, if disclosed, prejudice the maintenance of law,
- (f) matters affecting the security of the council, councillors, council staff or council property,
- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,
- (h) during the receipt of information or discussion of information concerning the nature and location of a place or an item of Aboriginal significance on community land.
- (i) alleged contraventions of any code of conduct requirements applicable under section 440.

Section 10A(3) of the Act provides that Council, or a Committee of the Council of which all the members are councillors, may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

Section 10B(3) of the Act provides that if a meeting is closed during discussion of a motion to close another part of the meeting to the public (as referred to in section 10A(3) of the Act,) the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting (other than consideration of whether the matter concerned is matter referred to in section 10A(2) of the Act).

Section 10B(1) of the Act provides that a meeting is not to remain closed to the public during the receipt of information or the discussion of matters referred to in section 10A(2):

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

For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest section 10B(4) of the Act states it is irrelevant that:

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

#### **Resolutions passed in Closed Council**

It is a requirement of Clause 253 of the Local Government (General) Regulation 2005 that any resolution passed in Closed Council, or Committee be made public as soon as practicable after the meeting has ended. At the end of Closed Council or Committee meeting, the Chairperson will provide a summary of those resolutions passed in Closed Council or Committee.

**(ITEM MIN9/19) CONFIRMATION OF PREVIOUS MINUTES**

---

**REPORT BY:** Noelene Hyde, Executive Assistant & Media

**RECOMMENDATION**

**That the Minutes of the following Meeting of Tenterfield Shire Council:**

- **Extraordinary Council Meeting – 25 September 2019**
- **Ordinary Council Meeting – 25 September 2019**
- **Extraordinary Council Meeting – 17 October 2019**

**as typed and circulated, be confirmed and signed as a true record of the proceedings of these meetings.**

**ATTACHMENTS**

- |          |  |          |
|----------|--|----------|
| <b>1</b> | Minutes of Extraordinary Council Meeting - 25 September 2019 | 6 Pages  |
| <b>2</b> | Minutes of Ordinary Council Meeting - 25 September 2019      | 13 Pages |
| <b>3</b> | Minutes of Extraordinary Council Meeting - 17 October 2019   | 4 Pages  |

# MINUTES



QUALITY NATURE - QUALITY HERITAGE - QUALITY LIFESTYLE

## MINUTES OF EXTRAORDINARY COUNCIL MEETING WEDNESDAY, 25 SEPTEMBER 2019

MINUTES OF THE **Extraordinary Council Meeting** OF TENTERFIELD SHIRE held at the Tenterfield Shire Council Chamber on Wednesday, 25 September 2019 commencing at 9.30 am.

### ATTENDANCE

Councillor Peter Petty (Mayor)  
Councillor Greg Sauer (Deputy Mayor)  
Councillor Don Forbes  
Councillor John Macnish  
Councillor Brian Murray  
Councillor Tom Peters  
Councillor Bronwyn Petrie  
Councillor Michael Petrie  
Councillor Bob Rogan  
Councillor Gary Verri

### ALSO IN ATTENDANCE

Chief Executive (Terry Dodds)  
Executive Assistant & Media (Noelene Hyde)  
Chief Corporate Officer (Kylie Smith)  
Actg Director Engineering/Infrastructure (Fiona Keneally)

*Clause 254(b) of the Local Government (General) Regulation 2005 requires that the names of the mover and seconder of the motion or amendment are recorded and shown in the Minutes of the meeting.*

**WEBCASTING OF MEETING**

*I advise all present that this meeting is being recorded for placement on Council's website for the purposes of broadening knowledge and participation in Council issues, and demonstrating Council's commitment to openness and accountability.*

*All speakers must ensure their comments are relevant to the issue at hand and to refrain from making personal comments or criticisms or mentioning any private information.*

*No other persons are permitted to record the meeting, unless specifically authorised by Council to do so.*

**OPENING AND WELCOME**

**CIVIC PRAYER**

*We give thanks for the contribution by our pioneers, early settlers and those who fought in the various wars for the fabric of the Tenterfield Community we have today.*

*May the words of our mouths and the meditation of our hearts be acceptable in thy sight, O Lord.*

**ACKNOWLEDGEMENT OF COUNTRY**

*I would like to acknowledge the traditional custodians of this land that we are meeting on today. I would also like to pay respect to the Elders past, present, and emerging of the Jukembal, Kamilaroi and Bundjalung Nations and extend that respect to other Aboriginal people present.*

**APOLOGIES**

Nil.

**DISCLOSURE & DECLARATIONS OF INTEREST**

Nil.

**OPEN COUNCIL REPORTS**

**OUR GOVERNANCE**

**(ITEM GOV54/19) ELECTION OF DEPUTY MAYOR - 2019 TO 2020**

**SUMMARY**

The purpose of this report is for Council to elect the Deputy Mayor for the proceeding term, being from September 2019 to September 2020.

**RECOMMENDATION**

- (1) That Ms Kerri Swain, as Returning Officer, call for nominations for the election of Deputy Mayor and Council determine the form of ballot to be

used if so required.

- (2) Following the election, the Returning Officer declared ..... elected as Deputy Mayor for the period September 2019 to September 2020.

(Gary Verri/Tom Peters)

*Returning Officer Ms Kerri Swain entered the meeting, the time being 9.32 am.*

*The Returning Officer advised that one (1) nomination only was received, therefore Cr Greg Sauer was declared elected as Deputy Mayor for the period September 2019 to September 2020.*

**179/19 Resolved that:**

- (1) Ms Kerri Swain, as Returning Officer, call for nominations for the election of Deputy Mayor and Council determine the form of ballot to be used if so required.
- (2) Following the election, the Returning Officer declared Cr Greg Sauer elected as Deputy Mayor for the period September 2019 to September 2020.

(Gary Verri/Tom Peters)

**Motion Carried**

*Returning Officer Ms Kerri Swain left the meeting, the time being 9.35 am.*

*Mayor Peter Petty expressed his congratulations to Cr Sauer on his re-election, thanking him for his support in the previous 12 months and advising that he was looking forward to working closely with him again in the forthcoming year.*

**(ITEM GOV55/19) COUNCIL DELEGATES ON COMMITTEES, EXTERNAL BOARDS & ASSOCIATIONS**

**SUMMARY**

The purpose of this report is for Council to endorse the Councillor representation on specific purpose committees, external boards and organisations on which Councillors currently serve, and to resolve to implement a new specific purpose committee being the Youth Advisory Committee and determine representation thereon.

**180/19 Resolved that:**

- (1) Council adopt the inclusion of a new Specific Purpose Committee, being the Youth Advisory Committee and determine the representation thereon;
- (2) Council endorse the representation on external bodies, specific purpose committees and other associations as listed below for the proceeding twelve (12) months;

	Representation	Delegate/s 2018-2019
<b>Specific Purpose Committees</b>		
Audit & Risk Committee	Mayor + 1 Councillor	Mayor, Cr Don Forbes
Donations Assessment Panel	Mayor + 3 Councillors + 1 Reserve Councillor	Mayor, Cr Michael Petrie, Cr John Macnish, Cr Bob Rogan, Cr Gary Verri (Reserve)

Australia Day Awards Committee	Mayor + 3 Councillors + 1 Reserve Councillor	Mayor, Cr Don Forbes, Cr John Macnish, Cr Greg Sauer, Cr Gary Verri (Reserve)
Sir Henry Parkes Memorial School of Arts Joint Management Committee	Mayor + 1 Councillor	Mayor, Cr Greg Sauer
Tenterfield Saleyards Advisory Committee	Mayor + 2 Councillors	Mayor, Cr Don Forbes, Cr Michael Petrie
Aboriginal Advisory Committee	Mayor + 1 Councillor	Mayor, Cr Bronwyn Petrie
Heritage Advisory Committee	Mayor + 2 Councillors	Mayor, Cr Brian Murray, Cr Bronwyn Petrie
Anzac Centenary Steering Committee	No longer active. Delete from 2019/2020 Committees Register	
Disability, Inclusion & Access Advisory Committee	1 Councillor + 1 Alt Councillor	Cr Don Forbes, Cr Bob Rogan (Alternative)
Parks, Gardens & Open Space Advisory Committee	2 Councillors	Cr Greg Sauer, Cr Brian Murray
Arts & Culture Advisory Committee	2 Councillors	Cr Gary Verri, Cr Bronwyn Petrie
Tourism Advisory Committee	Mayor + 2 Councillors	Mayor, Cr Bob Rogan, Cr Gary Verri
Youth Advisory Committee	Mayor + 2 Councillors	Mayor, Cr B Petrie, Deputy Mayor
Legume to Woodenbong Road – Key Stakeholders Group	Mayor + 1 Councillor	Mayor, Cr Gary Verri
<b>External Boards, Committees &amp; Organisations</b>		
Country Mayors Association	Mayor	Mayor
Arts North West	Nil	Cr Verri – Board Member
Border Region Organisation of Councils (BROC)	Mayor + 1 Councillor	Mayor, Cr Brian Murray
Northern Inland Regional Waste	Mayor + 1 Councillor	Mayor, Cr Bob Rogan
North East Weight of Loads Group	1 Councillor	Cr Gary Verri
Local Health Advisory Committee	Mayor	Mayor
Tenterfield Shire Local Traffic Committee	Mayor + 2 Councillors	Mayor, Cr Gary Verri, Cr Tom Peters
Local Emergency Management Committee	Mayor + 1 Councillor	Mayor, Cr Michael Petrie
Bushfire Management Committee	1 Councillor	Cr Tom Peters
NSW RFS Service Level Agreement Liaison Committee	Mayor + 1 Councillor	Mayor, Cr Tom Peters
Australian Rural Roads Group	Nil	Mayor P Petty – Board Member
Tenterfield Liquor Accord	1 Councillor	Cr Don Forbes
NSW Public Libraries Association	1 Councillor	Cr John Macnish
Granite Borders Landcare Committee Inc	1 Councillor	Cr Bronwyn Petrie
Northern Tablelands Regional Weeds Committee	1 Councillor	Cr Tom Peters
Murray Darling Association	Mayor/and or Deputy Mayor + 1 Councillor	Mayor, Cr Greg Sauer (Board Member), Cr Don Forbes (Board Member)
Tenterfield FM Radio Association	1 Councillor	Cr Tom Peters
Community Safety Precinct Committee	Mayor	Mayor
Southern Downs Regional Council Highway Taskforce Alliance	Mayor + 1 Councillor	Mayor, Cr Gary Verri
Bruxner Way Joint Committee	Mayor + 1 Councillor	Mayor, Cr Brian Murray
Joint Regional Planning Panels	Mayor, Deputy Mayor + 1 Councillor as alternative	Mayor, Deputy Mayor (Cr Greg Sauer), Cr Bob Rogan (Alternative)
National Timber Councils'	2 Councillors + 1 Councillor as alternative	Cr Bronwyn Petrie, Cr Michael Petrie + Cr Gary Verri (Alt)
<b>Community Engagement Forums</b>		
Our Society	Mayor + 3 Councillors	Mayor, Cr Greg Sauer, Cr Brian Murray, Cr John Macnish
Our Economy	Mayor + 3 Councillors	Mayor, Cr Bob Rogan, Cr Michael Petrie, Cr Greg Sauer
Our Environment	Mayor + 3 Councillors	Mayor, Cr Gary Verri, Cr Bronwyn

	Petrie, Cr Tom Peters
--	-----------------------

- (3) That Council endorse the timetable for the Community Engagement Forums as follows (subject to confirmation of venues):

Forum	Location	Date	Time
Our Society	Tenterfield	5 December 2019	7.00 pm
Our Economy	Torrington	6 December 2019	1:00 pm
Our Environment	Drake	3 December 2019	7.00 pm
Our Society	Mingoola	2 June 2020	7.00 pm
Our Environment	Tenterfield	3 June 2020	7:00 pm
Our Economy	Liston	2 June 2020	7.00 pm

(Greg Sauer/Brian Murray)

**Motion Carried**

**(ITEM GOV56/19) COUNCIL MEETING ORDER OF BUSINESS & SCHEDULE OF MEETINGS FOR 2019/2020**

**SUMMARY**

The purpose of this report is for Council to adopt the amendment to the Council Meeting "Order of Business" as per the Model Code of Meeting Practice adopted by Council in June 2019 (Resolution 118/19). In addition Council will determine the dates and locations for Council Meetings for the next 12 months, being from October 2019 to September 2020.

**RECOMMENDATION**

That:

- (1) Ordinary Council Meetings be held in each month of the calendar year with the exception of January 2020;
- (2) Council Meetings be held on the fourth Wednesday of the meeting month commencing at 9.30 am, with the exception of December 2019 which will be held on the third Wednesday of the month; and
- (3) Ordinary Council Meetings be held each month at the Council Chambers in Tenterfield with the exception of February 2020 (Legume) and August 2020 (Drake).
- (4) A Pre-Meeting Briefing Session commencing at 8.30 am of 30 minutes duration be held prior to Ordinary and Extraordinary Council Meetings.
- (5) Council no longer hold an Extraordinary Meeting in September for election of Mayor/Deputy Mayor, election of Council representation on Committees and determination of the schedule for Council meetings for the proceeding year.

(Michael Petrie/Bronwyn Petrie)

**AMENDMENT**

That Item (4) be deleted and Council's Code of Meeting Practice be amended to reflect this change.

(Gary Verri/Greg Sauer)

**Amendment Carried**

**181/19** **Resolved** that:

- (1) Ordinary Council Meetings be held in each month of the calendar year with the exception of January 2020;
- (2) Council Meetings be held on the fourth Wednesday of the meeting month commencing at 9.30 am, with the exception of December 2019 which will be held on the third Wednesday of the month; and
- (3) Ordinary Council Meetings be held each month at the Council Chambers in Tenterfield with the exception of February 2020 (Legume) and August 2020 (Drake).
- (4) Council no longer hold an Extraordinary Meeting in September for election of Mayor/Deputy Mayor, election of Council representation on Committees and determination of the schedule for Council meetings for the proceeding year; and
- (5) Council's Code of Meeting Practice be amended to reflect the removal of the requirement to hold pre-meeting briefing sessions.

(Michael Petrie/Bronwyn Petrie)

**Motion Carried**

**MEETING CLOSED**

There being no further business the Mayor declared the meeting closed at 9.51 am.

.....  
Councillor Peter Petty  
Mayor/Chairperson

# MINUTES



QUALITY NATURE - QUALITY HERITAGE - QUALITY LIFESTYLE

## MINUTES OF ORDINARY COUNCIL MEETING WEDNESDAY, 25 SEPTEMBER 2019

MINUTES OF THE **Ordinary Council** OF TENTERFIELD SHIRE held at the Tenterfield Shire Council Chamber on Wednesday, 25 September 2019 commencing at 10.01 am

### ATTENDANCE

Councillor Peter Petty (Mayor)  
Councillor Greg Sauer (Deputy Mayor)  
Councillor Don Forbes  
Councillor John Macnish  
Councillor Brian Murray  
Councillor Tom Peters  
Councillor Bronwyn Petrie  
Councillor Michael Petrie  
Councillor Bob Rogan  
Councillor Gary Verri

### ALSO IN ATTENDANCE

Chief Executive (Terry Dodds)  
Executive Assistant & Media (Noelene Hyde)  
Chief Corporate Officer (Kylie Smith)  
Actg Director Engineering/Infrastructure (Fiona Keneally)

*Clause 254(b) of the Local Government (General) Regulation 2005 requires that the names of the mover and seconder of the motion or amendment are recorded and shown in the Minutes of the meeting.*

#### WEBCASTING OF MEETING

*I advise all present that this meeting is being live streamed and recorded for placement on Council's website for the purposes of broadening knowledge and participation in Council issues, and demonstrating Council's commitment to openness and accountability.*

*All speakers must ensure their comments are relevant to the issue at hand and to refrain from making personal comments or criticisms or mentioning any private information.*

*No other persons are permitted to record the meeting, unless specifically authorised by Council to do so.*

#### OPENING AND WELCOME

##### CIVIC PRAYER

*We give thanks for the contribution by our pioneers, early settlers and those who fought in the various wars for the fabric of the Tenterfield Community we have today.*

*May the words of our mouths and the meditation of our hearts be acceptable in thy sight, O Lord.*

##### ACKNOWLEDGEMENT OF COUNTRY

*I would like to acknowledge the traditional custodians of this land that we are meeting on today. I would also like to pay respect to the Elders past, present, and emerging of the Jukembal, Kamilaroi and Bundjalung Nations and extend that respect to other Aboriginal people present.*

#### APOLOGIES

Nil.

#### DISCLOSURE & DECLARATIONS OF INTEREST

**182/19** Resolved that Councillors now disclose any interests and reasons for declaring such interest in the matters under consideration by Council at this meeting.

Name	Type	Item	Action
Cr Bob Rogan	Less than Significant Non Pecuniary (President of Archery Club)	ENV19/19 – Relief for Not for Profit Organisations Impacted by September 2019 Fire Event – Waste Charges	Will remain in Chamber but not vote

(Greg Sauer/Brian Murray)

Motion Carried

**(ITEM MIN8/19) CONFIRMATION OF PREVIOUS MINUTES**

**183/19** Resolved that the Minutes of the following Meeting of Tenterfield Shire Council:

- Ordinary Council Meeting – 28 August 2019

as typed and circulated, be confirmed and signed as a true record of the proceedings of that meeting.

(Tom Peters/Bob Rogan)

**Motion Carried**

**TABLING OF DOCUMENTS**

Nil.

**URGENT, LATE & SUPPLEMENTARY ITEMS OF BUSINESS**

**ACCEPTANCE OF ADDENDUM REPORT**

**184/19** Resolved that Council accept the Addendum Report relating to Item GOV64/19 – *Sustaining the Regions 2019* – Sydney – Tuesday, 1 & Wednesday, 2 October 2019.

(Bronwyn Petrie/Greg Sauer)

**Motion Carried**

**URGENT ITEM – INSTALLATION OF EMERGENCY SIRENS –  
TENTERFIELD TOWN**

**185/19** Resolved that the Chief Executive provide a report to the October 2019 Council Meeting regarding the installation of emergency sirens in Tenterfield township to alert residents to imminent risks.

(Bronwyn Petrie/Gary Verri)

**Motion Carried**

**COMMUNITY CONSULTATION (PUBLIC ACCESS)**

**Item GOV57/18 – Monthly Operational Report – August 2019**

- Manager Property & Buildings – Heidi Ford
- Manager Library Services – Jenny Stoker

**Item COM10/19 – Lease to Tenterfield & District Community FM Radio Association Inc – 142 Manners Street, Tenterfield**

- Mr Peter Robinson – Mr Robinson tabled an extract of the *Local Government Act 1993* – Section 356 – Can a council financially assist others?

**SUSPENSION OF STANDING ORDERS**

**186/19** Resolved that Standing Orders be suspended.

(Donald Forbes/Michael Petrie)

**Motion Carried**

*The meeting adjourned to allow for morning tea, the time being 10.32 am.*

*The meeting reconvened with the same members present and the addition of Manager Property & Buildings, Heidi Ford, the time being 10.52 am.*

**RESUMPTION OF STANDING ORDERS**

**187/19** Resolved that Standing Orders be resumed.

(Greg Sauer/Bronwyn Petrie)

**Motion Carried**

**MAYORAL MINUTE**

Nil.

**OPEN COUNCIL REPORTS**

**OUR COMMUNITY**

**(ITEM COM9/19) ARTSTATE TAMWORTH - 31 OCTOBER TO 3 NOVEMBER 2019**

**SUMMARY**

The purpose of this report is for Council to endorse the attendance of Cr Gary Verri at Artstate Tamworth from Thursday, 31 October to Sunday, 3 November 2019.

**RECOMMENDATION**

That Council endorse the attendance of Arts Northwest Board Member, Cr Gary Verri at Artstate Tamworth from Thursday, 31 October to Sunday, 3 November 2019.

(Gary Verri/Bob Rogan)

**AMENDMENT**

Due to the drought conditions, Council nominate an alternate councillor if Cr Verri is unable to attend – this being Cr Bob Rogan.

(Gary Verri/Bob Rogan)

**Amendment Carried**

- 188/19** **Resolved** that Council endorse the attendance of Arts Northwest Board Member, Cr Gary Verri at Artstate Tamworth from Thursday, 31 October to Sunday, 3 November 2019, however due to the drought conditions, Council nominate an alternate councillor if Cr Verri is unable to attend – this being Cr Bob Rogan.

(Gary Verri/Bob Rogan)

**Motion Carried**

**(ITEM COM10/19) LEASE TO TENTERFIELD & DISTRICT COMMUNITY FM RADIO ASSOCIATION INC - 142 MANNERS STREET, TENTERFIELD**

**SUMMARY**

Lease arrangements need to be renewed between Council and Tenterfield & District Community FM Radio Association Inc (Ten FM) regarding the building they occupy at 142 Manners Street, Tenterfield.

**RECOMMENDATION**

That Council:

- (1) Determines Option X for inclusion in the agreement (Option A or Option B).

Item	2019/2020	2020/2021	2021/2022
Building – 142 Manners Street, Tenterfield (Calculated @ \$165.00 per week)	\$8,580.00	\$8,708.70 incl 1.5% indexation	\$8,839.33 incl 1.5% indexation
Position on Council Array – Mt MacKenzie, Tenterfield	\$4,387.87	\$4,453.68 incl 1.5% indexation	\$4,520.48 incl 1.5% indexation
Registration of Lease	For leases in excess of 3 years		
<i>Sub Total</i>	\$12,967.87	\$13,162.38	\$13,359.81
<i>Less Payment to Council by Ten FM</i>			
Option A (10%)	\$1,296.79	\$1,316.24 incl 1.5% indexation	\$1,335.98 incl 1.5% indexation
Option B	\$500.00	\$500.00	\$500.00
Total Support (Option A)	\$11,671.08	\$11,846.14	\$12,023.83
Total Support (Option B)	\$12,467.87	\$12,662.38	\$12,859.81

- (2) Delegate authority to the Chief Executive to sign the Financial Contribution Agreement for a period of 3 years with Tenterfield and District Community Radio Association Inc.
- (3) Delegate authority to the Chief Executive to enter into a lease with the existing tenant, Tenterfield & District Community Radio Association Inc at 142 Manners Street, Tenterfield, commencing on 1 October 2019 based on the financial contribution agreement.
- (4) Authorise the lease be signed and executed under the Seal of Council by the

Mayor and the Chief Executive, in accordance with Council Policy.

**AMENDMENT**

Select Option B and removes Clause (f) from the Financial Contribution Agreement between Tenterfield Shire Council and Tenterfield & District Community FM Radio Association Inc.

(Bronwyn Petrie/Gary Verri)

**Amendment Carried**

**189/19 Resolved** that Council:

- (1) Determines Option B and removes Clause (f) from the Financial Contribution Agreement between Tenterfield Shire Council and Tenterfield & District Community FM Radio Association Inc.

Item	2019/2020	2020/2021	2021/2022
Building – 142 Manners Street, Tenterfield (Calculated @ \$165.00 per week)	\$8,580.00	\$8,708.70 incl 1.5% indexation	\$8,839.33 incl 1.5% indexation
Position on Council Array – Mt MacKenzie, Tenterfield	\$4,387.87	\$4,453.68 incl 1.5% indexation	\$4,520.48 incl 1.5% indexation
<b>Sub Total</b>	<b>\$12,967.87</b>	<b>\$13,162.38</b>	<b>\$13,359.81</b>
<b>Less Payment to Council by Ten FM</b>			
Option B	\$500.00	\$500.00	\$500.00
<b>Total Support (Option B)</b>	<b>\$12,467.87</b>	<b>\$12,662.38</b>	<b>\$12,859.81</b>

- (2) Delegate authority to the Chief Executive to sign the Financial Contribution Agreement for a period of 3 years with Tenterfield and District Community Radio Association Inc.
- (3) Delegate authority to the Chief Executive to enter into a lease with the existing tenant, Tenterfield & District Community Radio Association Inc at 142 Manners Street, Tenterfield, commencing on 1 October 2019 based on the financial contribution agreement.
- (4) Authorise the lease be signed and executed under the Seal of Council by the Mayor and the Chief Executive, in accordance with Council Policy.

(Bob Rogan/Michael Petrie)

**Motion Carried**

Manager Property & Buildings, Heidi Ford, left the meeting, the time being 11.10 am.

**(ITEM COM11/19) DRAFT FOOTPATH ACTIVITIES POLICY & AMENDMENT TO LOCAL APPROVALS POLICY NO. 3.121**

**SUMMARY**

The purpose of this report is to present Council with the new Footpath Activities Policy for adoption and for Council to repeal two (2) policies, these being Council's Advertising Sandwich Board Policy No. 3.010, and Council's Street Vending Policy No. 3.191, which have been incorporated into the new Policy, and to amend Council's Local Approvals Policy No. 3.121.

**190/19 Resolved** that Council:

- (1) Places on public exhibition the new draft Footpath Activities Policy, as per Attachment 1 (Booklet 1) for a period of 28 days; and
- (2) Places on public exhibition the Local Approvals Policy as amended as per Attachment 2 (Booklet 1) for a period of 28 days; and
- (3) Accepts submissions to the Draft Footpath Activities Policy and Local Approvals Policy for a period of 42 days; and
- (4) Adopts the new Footpath Activities Policy and amended Local Approvals Policy, effective 11 November 2019, should no submissions be received; and
- (5) Repeals Street Vending Policy No 3.191 and Advertising Sandwich Board Policy No 3.010 upon adoption of the Footpath Activities Policy and amended Local Approvals Policy.

(Brian Murray/Michael Petrie)

**Motion Carried**

**OUR ENVIRONMENT**

**(ITEM ENV18/19) AMENDMENT TO 2019/2020 FEES & CHARGES - WATER NETWORK - BULK WATER SALES FROM COUNCIL'S STANDPIPE**

**SUMMARY**

The purpose of this report is to seek to temporarily suspend the proposed increases in the 2019/2020 Fees & Charges for potable water from the bulk water distribution point until favourable weather conditions prevail.

**191/19 Resolved** that Council:

- (1) Temporarily suspend the implementation of the adopted \$25 per kilolitre fee for Bulk Water Sales from Council's Standpipes (as per the 2019/20 Operational Plan) and reduces the fee to \$6.20 per kilolitre as per the 2018/19 fee until weather conditions and subsequent demand have diminished; and
- (2) That the suspension of implementing the fee in Recommendation (1) be

effective from 1 July 2019; and

- (3) The date for implementing the 2019/20 fee be determined by the Chief Executive having regard to the weather conditions and demand as per Recommendation (1).

(Greg Sauer/Brian Murray)

**Motion Carried**

**(ITEM ENV19/19) RELIEF FOR NOT FOR PROFIT ORGANISATIONS IMPACTED BY SEPTEMBER 2019 FIRE EVENT - WASTE CHARGES**

**SUMMARY**

Tenterfield Shire has suffered from catastrophic fires for the second time this year. As a consequence two (2) community associations (clubs) have lost assets that will now require disposing. This report seeks to fund the disposal fees for these recognised community clubs, the Tenterfield Pistol Club and Tenterfield Traditional Archers, that fall outside of insurance and Office of Emergency Management assistance.

*Having declared an interest, Cr Bob Rogan did not take part in the debate (answered questions only) or vote on this matter.*

- 192/19** **Resolved** that Council provide a donation in the form of waiving waste transfer disposal fees, up to a maximum of \$1,000 each, to the Tenterfield Pistol Club and Tenterfield Traditional Archers, who were directly impacted by the recent fires to allow them to dispose of fire damaged materials.

(Gary Verri/Greg Sauer)

**Motion Carried**

*Cr John Macnish left the meeting, the time being 11.34 am.*

*Cr John Macnish returned to the meeting, the time being 11.36 am.*

**OUR GOVERNANCE**

**(ITEM GOV57/19) MONTHLY OPERATIONAL REPORT - AUGUST 2019**

**SUMMARY**

The purpose of this report is to provide a standing monthly report to the Ordinary Meeting of Council that demonstrates staff accountabilities and actions taken against Council's 2019/2020 Operational Plan.

- 193/19** **Resolved** that Council receives and notes the status of the Monthly Operational Report for August 2019.

(Greg Sauer/Brian Murray)

**Motion Carried**

**(ITEM GOV58/19) LOCAL ROADS & TRANSPORT CONGRESS 2019 -  
HAHNDORF, SOUTH AUSTRALIA - 18 TO 20 NOVEMBER 2019**

**SUMMARY**

The purpose of this report is for Council to approve the attendance of the Mayor, Chief Executive and Acting Director Engineering/Infrastructure at the 2019 National Local Roads & Transport Congress to be held at Hahndorf, South Australia from Monday, 18 November to Wednesday, 20 November 2019.

**194/19** **Resolved** that Council:

- (1) Approve the attendance of Mayor Peter Petty, Chief Executive Terry Dodds and Acting/Director Engineering/Infrastructure Fiona Keneally at the 2019 Local Roads & Transport Congress in Hahndorf, South Australia – 18 to 20 November 2019; and
- (2) Delegate the functions of the Chief Executive to the Chief Corporate Officer during the period of absence of the Chief Executive at the 2019 Local Roads & Transport Congress.

(Gary Verri/Bronwyn Petrie)

**Motion Carried**

**(ITEM GOV63/19) CHRISTMAS/NEW YEAR CLOSEDOWN - 2019/2020**

**SUMMARY**

The purpose of this report is to advise Council of proposed Christmas/New Year close down arrangements for Council staff.

**195/19** **Resolved** that Council endorse the closedown periods for the Christmas/New Year 2019/2020 period as follows:

- Indoor staff – close of business Friday, 20 December 2019, reopening Thursday, 2 January 2020;
- Outdoor staff – close of business Thursday, 19 December 2019, reopening Monday, 6 January 2020.

(Greg Sauer/Bob Rogan)

**Motion Carried**

*Manager Finance & Technology, Paul Della, entered the meeting, the time being 11.53 am.*

**(ITEM GOV59/19) 2018/19 FINANCIAL STATEMENTS TO BE REFERRED  
FOR AUDIT**

**SUMMARY**

The purpose of this report is to comply with statutory requirements in relation to the General Purpose Financial Statements and Special Purpose Financial Statements for the year ended 30 June 2019. The Financial Statements are to be referred to Council's Auditor, with authorisation from the Mayor, a

Councillor, the Chief Executive Officer and the Responsible Accounting Officer.

**196/19 Resolved:**

- (1) That, in relation to the Financial Statements and in accordance with Section 413(2)(c) of the Local Government Act 1993 (as amended):
  - a) Council resolves that in its opinion the General Purpose Financial Statements and the Special Purpose Financial Statements for the year ended 30 June 2019 and Special Schedules are properly drawn up in accordance with the provisions of the Local Government Act 1993, (as amended) and the Regulations there under.
  - b) That the Financial Statements be approved and signed by the Mayor the Deputy Mayor, the Chief Executive Officer and the Responsible Accounting Officer.
- (2) That the Financial Statements be referred to Council's Auditor for audit.
- (3) That the audited Financial Statements be forwarded to the Office of Local Government by 31 October 2019.
- (4) That the Chief Executive Officer be delegated authority to, after Council receives a copy of the Audited Financial Statements and Auditor's report, place the Audited Financial Statements on public exhibition from Friday, 1 November 2019 and that notice be given that Council will present its Audited Financial Statements at the Ordinary Council Meeting to be held on 27 November 2019.
- (5) That the audited Financial Statements be presented at the meeting of Council to be held on 27 November 2019 in accordance with Section 419(1) of the Local Government Act 1993 (as amended).

(Bob Rogan/Tom Peters)

**Motion Carried**

**(ITEM GOV60/19) FINANCE & ACCOUNTS - PERIOD ENDED 31 AUGUST 2019**

**SUMMARY**

The purpose of this report is for the Responsible Accounting Officer to provide, in accordance with Clause 212 of the Local Government (General) Regulation 2005 a written report setting out details of all money that the Council has invested under Section 625 of the Local Government Act 1993. The report must be made up to the last day of the month immediately preceding the meeting.

**197/19 Resolved** that Council receive and note the Finance and Accounts Report for the period ended 31 August 2019.

(Michael Petrie/Bronwyn Petrie)

**Motion Carried**

**(ITEM GOV61/19) CAPITAL EXPENDITURE REPORT AS AT 31 AUGUST 2019**

**SUMMARY**

The purpose of this report is to show the progress of Capital Works projects against the Year to Date (YTD) budget each month. This report outlines Council's financial progress against each project.

**198/19** **Resolved** that Council receive and note the Capital Expenditure Report for the period ended 31 August 2019.

(Gary Verri/Donald Forbes)

**Motion Carried**

**(ITEM GOV62/19) COUNCIL SUBMISSION - REVIEW OF REPORTING AND COMPLIANCE BURDENS ON LOCAL GOVERNMENT (REGULATORY BURDENS)**

**SUMMARY**

The purpose of this report is to provide Council with the Independent Pricing and Regulatory Tribunal's (IPART) Review of Reporting and Compliance Burdens on Local Government (Regulatory Burdens) Final Report, together with a copy of Council's draft response, prior to submitting feedback to the Office of Local Government, which is due by 25 October 2019.

**RECOMMENDATION**

That Council:

- (1) Notes the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report;
- (2) Notes Council's draft response to the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report ;
- (3) Advises of any changes required to Council's draft response to the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report;
- (4) Endorses Council's proposed submission, incorporating any changes as a result of Recommendation (3), in response to the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report.

**AMENDMENT**

- (1) That Recommendation 32 be supported but with some commentary to ensure it is not used to engage staff on a temporary basis in positions which are ongoing in nature); and
- (2) Recommendation 7 be amended to a substantially higher amount.

(Bronwyn Petrie/Bob Rogan)

**Amendment Carried**

**199/19** Resolved that Council:

- (1) Notes the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report,
- (2) Notes Council's draft response to the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report;
- (3) Advises of any changes required to Council's draft response to the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report, these being that Recommendation 7 be amended to a substantially higher amount and that Recommendation 32 be supported but with some commentary to ensure it is not used to engage staff on a temporary basis in positions which are ongoing in nature;
- (4) Endorses Council's proposed submission, incorporating any changes as a result of Recommendation (3), in response to the Review of Reporting and Compliance burdens on Local Government (Regulatory Burdens) Final Report.

(Greg Sauer/Bronwyn Petrie)

**Motion Carried**

Manager Finance & Technology, Paul Della, left the meeting, the time being 12.38 pm.

**(ITEM GOV64/19) SUSTAINING THE REGIONS 2019 - SYDNEY - TUESDAY, 1 & WEDNESDAY, 2 OCTOBER 2019**

**SUMMARY**

The purpose of this report is to obtain Council approval for the attendance of Mayor Peter Petty at the Local Government NSW forum, *Sustaining the Regions 2019* to be held in Sydney on 1 and 2 October 2019.

**200/19** Resolved that Council approve the attendance of Mayor Peter Petty at the Local Government NSW forum, *Sustaining the Regions 2019* to be held in Sydney on 1 and 2 October 2019.

(Gary Verri/Tom Peters)

**Motion Carried**

**REPORTS OF DELEGATES & COMMITTEES**

**(ITEM RC18/19) REPORTS OF COMMITTEES & DELEGATES - SIR HENRY PARKES MEMORIAL SCHOOL OF ARTS JOINT MANAGEMENT COMMITTEE - 15 AUGUST 2019**

**SUMMARY**

A meeting of the Sir Henry Parkes Memorial School of Arts Joint Management Committee was held on Thursday, 15 August 2019.

- 201/19** **Resolved** that the report of the Sir Henry Parkes Memorial School of Arts Joint Management Committee meeting of 14 March 2019 be received and noted.

(Peter Petty/Greg Sauer)

**Motion Carried**

**(ITEM RC19/19) REPORTS OF COMMITTEES & DELEGATES - AUDIT & RISK COMMITTEE - 11 SEPTEMBER 2019**

**SUMMARY**

A meeting of the Audit & Risk Committee was held on Wednesday, 11 September 2019.

- 202/19** **Resolved** that the report and actions of Audit & Risk Committee Meeting of Wednesday, 11 September 2019 be received and noted.

(Donald Forbes/Michael Petrie)

**Motion Carried**

**NOTICES OF MOTION**

Nil.

**RESOLUTION REGISTER**

**(ITEM RES8/19) COUNCIL RESOLUTION REGISTER - SEPTEMBER 2019**

**SUMMARY**

The purpose of this report is to provide a standing monthly report to the Ordinary Meeting of Council that outlines all resolutions of Council previously adopted and yet to be finalised.

- 203/19** **Resolved** that Council notes the status of the Council Resolution Register to September 2019.

(Bob Rogan/Brian Murray)

**Motion Carried**

**CONFIDENTIAL BUSINESS**

Nil.

**MEETING CLOSED**

There being no further business the Mayor declared the meeting closed at 12.52 pm.

.....  
Councillor Peter Petty  
Mayor/Chairperson

# MINUTES



QUALITY NATURE - QUALITY HERITAGE - QUALITY LIFESTYLE

## MINUTES OF EXTRAORDINARY COUNCIL MEETING THURSDAY, 17 OCTOBER 2019

MINUTES OF THE **Extraordinary Council Meeting** OF TENTERFIELD SHIRE held at the Tenterfield Shire Council Chamber on Thursday 17 October 2019 commencing at 9.30 am

### ATTENDANCE

Councillor Peter Petty (Mayor)  
Councillor Greg Sauer (Deputy Mayor)  
Councillor Don Forbes  
Councillor John Macnish  
Councillor Brian Murray  
Councillor Tom Peters  
Councillor Bob Rogan  
Councillor Gary Verri

### ALSO IN ATTENDANCE

Chief Executive (Terry Dodds)  
Executive Assistant & Media (Noelene Hyde)  
Chief Corporate Officer (Kylie Smith)  
Director Infrastructure (Fiona Keneally)  
Manager Water & Waste (Gillian Marchant)

*Clause 254(b) of the Local Government (General) Regulation 2005 requires that the names of the mover and seconder of the motion or amendment are recorded and shown in the Minutes of the meeting.*

**WEBCASTING OF MEETING**

*I advise all present that this meeting is being recorded for placement on Council's website for the purposes of broadening knowledge and participation in Council issues, and demonstrating Council's commitment to openness and accountability.*

*All speakers must ensure their comments are relevant to the issue at hand and to refrain from making personal comments or criticisms or mentioning any private information.*

*No other persons are permitted to record the meeting, unless specifically authorised by Council to do so.*

**OPENING AND WELCOME**

**CIVIC PRAYER**

*We give thanks for the contribution by our pioneers, early settlers and those who fought in the various wars for the fabric of the Tenterfield Community we have today.*

*May the words of our mouths and the meditation of our hearts be acceptable in thy sight, O Lord.*

**ACKNOWLEDGEMENT OF COUNTRY**

*I would like to acknowledge the traditional custodians of this land that we are meeting on today. I would also like to pay respect to the Elders past, present and emerging of the Jukembal, Kamilaroi and Bundjalung Nations and extend that respect to other Aboriginal people present.*

**APOLOGIES**

**204/19** Resolved that the apologies of Cr Bronwyn Petrie and Cr Michael Petrie be received and noted.

(Greg Sauer/Bob Rogan)

**Motion Carried**

**DISCLOSURE & DECLARATIONS OF INTEREST**

Nil.

**OPEN COUNCIL REPORTS**

**OUR ENVIRONMENT**

**(ITEM ENV20/19) TENTERFIELD WATER SECURITY - AMENDMENT TO LEVEL 4.5 WATER RESTRICTIONS**

**SUMMARY**

The purpose of this report is to provide an updated Drought Management Plan and provide an update on the works undertaken by Council and potential investigations still required.

**RECOMMENDATION**

- (1) Introduce a new interim water restriction classification of 4.7 to the Drought Management Plan which aims to ban:
  - (a) The use of automatic stock troughs from mains water from 22 November, and;
  - (b) Residential use of hand held watering with garden hoses from 22 November 2019.
- (2) Support further investigations (as described in the Drought Management Plan) into alternative water sources including recycled water, urban stormwater runoff and piping from alternate dams.

(Gary Verri/Brian Murray)

The Chair (Mayor Petty) with the approval of Council, determined that this recommendation be dealt with in two (2) parts, being item (1) and (2) as listed.

**AMENDMENT**

That (a) of item (1) be amended to read:

- (a) The use of automatic stock troughs from mains water from 1 November, and;

(Greg Sauer/Gary Verri)

**AMENDMENT**

That (b) of item (1) be amended to read:

- (b) Residential use of hand held watering with garden hoses from 1 November 2019.

(John Macnish/Bob Rogan)

**PROCEDURAL MOTION**

Moved that amendments to (a) and (b) of item(1) be voted on together.

Greg Sauer/Bob Rogan)

**Procedural Motion Carried**

**205/19** **Resolved** that Council introduce a new interim water restriction classification of 4.7 to the Drought Management Plan which aims to ban:

- (a) The use of automatic stock troughs from mains water from 1 November, and;
- (b) Residential use of hand held watering with garden hoses from 1 November 2019.

(Greg Sauer/Bob Rogan)

**Motion Carried**

**206/19** Resolved that Council support further investigations (as described in the Drought Management Plan) into alternative water sources including recycled water, urban stormwater runoff and piping from alternate dams.

(Gary Verri/Brian Murray)

**Motion Carried Unanimously**

**SUNDAY TELEGRAPH ARTICLE – USE OF RECYCLED WATER**

Moved that Council is sorry for any anxiety that the article in the Sunday Telegraph may have caused to the residents and businesses of Tenterfield.

(Brian Murray/Gary Verri)

**Motion Lost**

*Cr Murray called for a Division:*

*Voting for the Motion – Cr Brian Murray*

*Voting Against the Motion – Crs Bob Rogan, Greg Sauer, Peter Petty, Gary Verri, Tom Peters, Don Forbes, John Macnish*

**MEETING CLOSED**

There being no further business the Mayor declared the meeting closed at 10.54 am.

.....  
Councillor Peter Petty  
Mayor/Chairperson

<b>Department:</b>	<b>Office of the Chief Executive</b>
<b>Submitted by:</b>	Executive Assistant & Media
<b>Reference:</b>	<b>ITEM COM12/19</b>
<b>Subject:</b>	<b>2020 AUSTRALIA DAY AWARDS</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Community</b> - COMM 4 - The community is welcoming, friendly, and inclusive where diverse backgrounds are respected and celebrated.
<b>CSP Strategy:</b>	The individual unique qualities and strong sense of local identity of Tenterfield Shires towns and villages is respected, recognised and promoted.
<b>Delivery Plan Action:</b>	Promote the liveability of Tenterfield Shire as a place to live, work and invest.
<b>Operational Plan Action:</b>	Support marketing activities and events to promote Tenterfield as a place to, play, live and invest.

#### **SUMMARY**

The purpose of this report is for Council to endorse arrangements for judging of Australia Day Awards as per Council's Australia Day Awards Policy adopted 28 March 2018 (attached).

#### **OFFICER'S RECOMMENDATION:**

**That Council endorses:**

**(1) The calling of nominations for 2020 Australia Day Awards in the following categories:**

- **Citizen of the Year;**
- **Young Citizen of the Year;**
- **Emergency Services Volunteer of the Year;**
- **Sportsperson of the Year;**
- **Young Sportsperson of the Year;**
- **Community Event of the Year.**

**(2) That nominations for the 2020 Australia Day Awards open Monday, 4 November 2019 and close at COB on Friday, 13 December 2019.**

**(3) That judging by the Australia Day Selection Panel to be undertaken in the Council Chamber at 10.00 am on Monday, 6 January 2020.**

#### **BACKGROUND**

From November to December 2019, Council will be calling for nominations for the 2020 Australia Day Awards in the following categories:

- Citizen of the Year
- Young Citizen of the Year
- Emergency Services Volunteer of the Year
- Sportsperson of the Year
- Young Sportsperson of the Year

Our Community No. 12 Cont...

- Community Event of the Year

These Awards recognize outstanding contributions to the local community and/or sports during 2019 and are the focal point of the celebrations to be held on Australia Day, which is Sunday, 26 January 2020.

**REPORT:**

Nominations for Australia Day 2020 have been open on the Council website since March 2019. Despite articles in "Your Local News" and promotion in the Tenterfield Star, there have been no nominations received.

It is intended to do a mail out to all community groups and associations in an attempt to elicit some interest. This action resulted in a satisfying number of nominations last year.

The current Selection Panel for judging of the Australia Day Awards comprises Mayor Peter Petty, Deputy Mayor Greg Sauer, Councillor Don Forbes and Councillor John Macnish with Councillor Gary Verri as reserve.

The closing date for nominations will be Friday, 13 December 2019. Copies of all nominations which meet the criteria will be provided to members of the Selection Panel prior to the Christmas closedown period.

It is suggested that the Selection Panel meet at 10.00 am on Monday, 6 January 2020.

Councillors are reminded that the nominations and judging outcome remains confidential and that Award winners are not announced until the ceremony on Australia Day.

**COUNCIL IMPLICATIONS:**

**1. Community Engagement / Communication (per engagement strategy)**

Nil.

**2. Policy and Regulation**

- Council's Australia Day Awards Policy 1.016

**3. Financial (Annual Budget & LTFP)**

Nil. Budgeted item.

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Nil.

**7. Performance Measures**

Nil.

Our Community No. 12 Cont...

**8. Project Management**

Nil.

**Terry Dodds**  
**Chief Executive**

Prepared by staff member:	Noelene Hyde, Executive Assistant & Media
Approved/Reviewed by Manager:	Terry Dodds, Chief Executive
Department:	Office of the Chief Executive
Attachments:	<b>1</b> Australia Day Awards Policy 1.016 4 Pages



## Australia Day Awards

### Summary:

The purpose of this policy is to provide clear direction to the giving of Australia Day Awards to nominated members of the Tenterfield Shire Community.

<b>Policy Number</b>	1.016
<b>File Number</b>	
<b>Document version</b>	Version 3.0
<b>Adoption Date</b>	28 March 2018
<b>Approved By</b>	Council
<b>Endorsed By</b>	Senior Management Team
<b>Minute Number</b>	40/18
<b>Consultation Period</b>	N/A
<b>Review Due Date</b>	February 2020 – 2 years
<b>Department</b>	Civic Office
<b>Policy Custodian</b>	Chief Executive
<b>Superseded Documents</b>	Australia Day Awards Protocol 18/15 - 25 February 2015
<b>Related Legislation</b>	N/A
<b>Delegations of Authority</b>	Chief Executive

### 1. Overview

The intention of this policy is clarify arrangements for Tenterfield Shire Council's Australia Day celebrations, particularly regarding the protocol of the Tenterfield Shire Australia Day Awards.

### 2. Policy Principles

Activities of the Council's Australia Day celebrations will be inclusive of all residents of the Tenterfield Shire local government area. Activities must be secular, non-discriminatory and embrace all members of our community. The Australia Day celebrations will include a non-denominational prayer/blessing by a person of the Mayor's choosing.

### 3. Policy Objectives

The giving of annual Australia Day Awards celebrates and acknowledges community, sporting and cultural contributions within Tenterfield Shire.

#### **4. Policy Statement**

The following Awards will be advertised and awarded at each Australia Day Celebration:

- Citizen of the Year;
- Young Citizen of the Year;
- Sportsperson of the Year;
- Young Sportsperson of the Year;
- Emergency Services Volunteer of the Year, and
- Community Event of the Year.

#### **5. Scope**

The following general eligibility criteria will apply for nominations to all Award categories:

- Nominees must be Australian citizens at the time of nomination;
- Nominees may be residents in Tenterfield Shire Local Government Area or non-residents involved with a Tenterfield Shire based organisation, or individual endeavour within Tenterfield Shire, at the time of nomination;
- Unsuccessful nominees may be re-nominated in subsequent years;
- Self-nominations will not be accepted;
- Awards will not be granted retrospectively, and
- Sitting State and Federal politicians and current Vice-Regal Officers are not eligible. Consideration of retired politicians and officers would be for work in addition to their official duties.

#### **Nominations**

Nominations must be completed on the Council Nomination Form which is available from Council's Administration Office or on the Council website. Nominations open at the beginning of November and close mid-December each year. Advertisements calling for nominations will be placed in the local press, on community notice boards, on Council's website and in other Council publications (e.g. Your Local News Newsletter and Tenterfield in Touch Newsletter).

On receipt of the nomination, nominators will be advised by letter that the nomination has been received and that they will be contacted confidentially closer to Australia Day if the person/organisation they have nominated has been selected to receive an Award.

#### **Award Criteria**

##### ***Citizen of the Year***

Aims to recognise outstanding achievement during the past year and/or contribution to the local community over a number of years. To be eligible, the person must be 26 years or older on 26 January of the relevant year.

##### ***Young Citizen of the Year***

Aims to recognise outstanding achievement during the past year and/or contribution to the local community over a number of years. To be eligible, the person must be under 26 years of age on 26 January of the relevant year.

***Sportsperson of the Year***

For contribution to sport in the local area. The nominee's approach and efforts to advance in their chosen activity and their performance over the past year are considered. To be eligible, the person must be 26 years or older on 26 January of the relevant year.

***Young Sportsperson of the Year***

For contribution to sport in the local area. The nominee's approach and efforts to advance in their chosen activity and their performance over the past year are considered. To be eligible, the person must be under 26 years of age on 26 January of the relevant year.

***Emergency Services Volunteer of the Year***

Aims to recognise outstanding services of volunteers in emergency service organisations. Voluntary members of emergency service organisations of all ages are eligible.

***Community Event of the Year Award***

Presented to the person/group/organisation who has staged the most outstanding community event during the past year. Community groups who raise funds are eligible.

**6. Accountability, Roles & Responsibility**

**Elected Council**

Council will nominate a Selection Panel comprising:

- the Mayor;
- three (3) Councillors, and
- one (1) Councillor as reserve in the event that a member of the Panel is unavailable on the date selected for judging of the Awards.

The Selection Panel will meet in the first working week of January. Copies of all nominations which meet the criteria will be provided to members of the Selection Panel prior to the Christmas Close-Down period.

In assessing the nominations, the Selection Panel may consider:

- The benefit to the community from the nominee's service or contribution;
- Other outstanding achievements by the nominee;
- Other recognition of the nominee's contribution or work, including publicity;
- Whether the nominee worked as part of a team and their role within the team;
- Whether the nominee has had assistance from Council, Government or other grants;
- Whether the nominee has had to overcome any particular difficulties or disability, and
- Who has benefited most from the work of the nominee.

The selection of recipients will reflect the nominations received and information available to the Selection Panel at the time.

#### **Presentation of Awards**

The Awards will be presented on Australia Day, 26 January, each year at the Tenterfield Shire Council Australia Day Ceremony.

Invitations will be forwarded to the recipients of all categories for the previous year.

Invitations will be issued to all nominees and nominators prior to Australia Day. At the Awards Ceremony, the recipient of each category will then be announced.

Awards for each category will be as follows:

- **Citizen of the Year** – Framed Official Australia Day Certificate and Citizen of the Year Lapel Pin;
- **Young Citizen of the Year** – Framed Official Australia Day Certificate and Young Citizen of the Year Lapel Pin;
- **Sportsperson of the Year** – Engraved Medallion with Presentation Case and Australia Day Lapel Pin;
- **Young Sportsperson of the Year** – Engraved Medallion with Presentation Case and Australia Day Lapel Pin;
- **Emergency Services Volunteer of the Year** – Framed Official Australia Day Certificate and Australia Day Lapel Pin;
- **Community Event of the Year** – Framed Official Australia Day Certificate.

#### **Withdrawal of Award**

Tenterfield Shire Council reserves the right to withdraw an Award if further information or the recipient's conduct draws the Citizen of the Year or Young Citizen of the Year Awards into disrepute.

#### **7. Definitions**

Nil.

#### **8. Related Documents, Standards & Guidelines**

Nil.

#### **9. Version Control & Change History**

Version	Date	Modified by	Details
V1.0	25/2/15	Council	Adoption of Original Policy (18/15)
V2.0	22/12/16	Council	Revised Policy Adopted (320/16)
V3.0	28/3/18	Council	Revised Policy Adopted (40/18)

<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Property Specialist (P/T)
<b>Reference:</b>	<b>ITEM COM13/19</b>
<b>Subject:</b>	<b>CROWN LAND CATEGORISATION</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Community</b> - COMM 4 - The community is welcoming, friendly, and inclusive where diverse backgrounds are respected and celebrated.
<b>CSP Strategy:</b>	Buildings are well designed, safe and accessible and the new is balanced with the old.
<b>CSP Delivery Program</b>	Ensure that Council buildings and facilities meet the needs of users.

#### **SUMMARY**

In accordance with the enactment of the Crown Land Management Act 2016 Council is required to consider and categorise the Crown Land Reserves which have been appointed to Council's management.

#### **OFFICER'S RECOMMENDATION:**

**That Council endorse the proposed categorisation of the Crown Land Reserves as set out in the following table of Community Land and to apply to the Minister for approval of the proposed categorisation.**

<b>RESERVE NUMBER</b>	<b>RESERVE NAME</b>	<b>CATEGORY</b>
77166	WOODWARD PARK	PARK
84128	DRAKE RESERVE TRUST	GENERALCOMMUNITY USE
540103	DRAKE RECREATION GROUND	GENERAL COMMUNITY USE
97908	DRAKE COMMUNITY HALL	GENERAL COMMUNITY USE
1002844	JENNINGS BORDER PARK RESERVE	PARK
700012	LEGUME COMMUNITY RESERVE	GENERAL COMMUNITY USE
110109	LISTON RECREATION RESERVE	GENERAL COMMUNITY USE
55832	RIVER TREE RECREATION RESERVE	GENERAL COMMUNITY USE
110108	SANDY HILL RECREATION RESERVE	GENERAL COMMUNITY
510013	TENTERFIELD PARK	PARK
57957	JUBILEE PARK	PARK
76526	SHIRLEY PARK	SPORTS GROUND
83670	RUGBY LEAGUE PARK	SPORTS GROUND
98007	MARKET SQUARE	PARK
86219	WALLABY CREEK RESERVE	GENERAL COMMUNITY USE
51297	TOLOOM CREEK	AREA OF CULTURAL SIGNIFICANCE
91056	URBENVILLE MUSEUM	GENERAL COMMUNITY USE

Our Community No. 13 Cont...

### **BACKGROUND**

On 1 July 2018 the Crown Land Management Act 2016 was enacted which facilitated the passing of management of 22 Crown Land reserves to Tenterfield Shire Council.

On 22 May 2019 Council made the following resolution:

### **Resolution 89/19**

Resolved that Council:

- (1) *Request the Minister administering the Crown Land Management Act 2016 to approve the classification of the following Crown reserves as Operational for the purposes of the Local Government Act 1993: Lot 29 DP 752399, Lot 124 DP 751490, Lot 2 Section 12 DP 758616, Lot 491 DP 751540, Lot 80 DP 751057; Lot 12 Section 45 DP 758359, Lot 7027 DP 1050644; and*
- (2) *Accept the Minister's classification of the following Crown Reserves as Community for the purposes of the Local Government Act 1993: Lots 10-11 Section 41 DP 758359, Lots 21-22 DP 45988, Lots 7025-7026 DP 1050643, Lots 7032-7033 DP 1057381, Lot 7 DP 721134, Lot 128 DP 47529, Lot 253 DP 751039, Lot 7308 DP 1151684, Lot 41 DP 751076, Lot 221 DP 729072, Lot 7034 DP 1127231, Lot 1 Section 28 DP 758959, Lot 7320 DP 1143501, Lots B, C DP 346443, Lots 10-14 Section 29 DP 758959, Lot 7318 DP 1141108, Lot 599 DP 704008, Lot 701 DP 1125705, Lot 7011 DP 1108193, Lot 73 DP 751057, Lot 7004 DP 1055390.*

On 28 May 2019 Council requested the Minister's consent to classify and manage six reserves as operational land rather than community land. On 11 October 2019 Council received approval to manage five of the six reserves as operational land. The sixth reserve is the Drake Recreation Reserve where the Rural Fire Service shed is located. The Minister was not satisfied that it fell within the category for operational land and will remain as community land.

The reserves which have been classified as operational land are the Drake Rubbish Depot, Jennings Rubbish Depot, Liston Bush Fire Brigade, Tenterfield Rubbish Depot and Urbenville Rubbish Depot.

The remaining 16 reserves are unchanged regarding their classification as Community Land.

### **REPORT:**

Following the classification of the reserves as either operational or community, Council are now required to categorise each reserve in accordance with Section 36 of the Local Government Act 1993. The categorisation process takes into account the original purpose for which the Crown Land was dedicated or reserved and the overall use by the community of each reserve. The categorisation guides the Plan of Management which is required to be prepared for each reserve.

The NSW Department of Industry released a Guideline for Categorisation to be followed in assessing each reserve and its assigned category. A copy of this Guideline is attached.

## Our Community No. 13 Cont...

Once Council is satisfied with the categories assigned to each reserve, written notice of the categorisation will be sent to the Minister for approval. In the event the Minister does not agree with an assigned category they will direct which category is to be assigned.

Reserve Number	Reserve Name	Original Category	New Category	Justification
77166	WOODWARD PARK	Park	No change	
84128	DRAKE RESERVE TRUST	Park	General Community Use	The land consists of cleared areas and scrub that could be used for public recreational activities or licenced for grazing.
540103	DRAKE RECREATION GROUND	Park	General Community Use	The land consists of cleared areas and scrub that could be used for public recreational activities or licenced for grazing. There is also a Rural Fire Service shed located on the land.
97908	DRAKE COMMUNITY HALL	General Community Use	No change	
100284 4	JENNINGS BORDER PARK RESERVE	Park	No change	
700012	LEGUME COMMUNITY RESERVE	General Community Use	No change	
110109	LISTON RECREATION RESERVE	Park	General Community Use	The land is fenced and consists of cleared areas and scrub that could be used for public recreational activities or licenced for grazing.
55832	RIVER TREE RECREATION RESERVE	Park	General Community Use	The land consists of cleared areas and scrub that could be used for public recreational activities or licenced for grazing.
110108	SANDY HILL RECREATION RESERVE	Park	General Community Use	The land is mostly undeveloped scrub, however it does include a small public building. The Land could be used for public recreational activities or licenced for grazing.
510013	TENTERFIELD PARK	Park	No change	
57957	JUBILEE PARK	Park	No change	
76526	SHIRLEY PARK	Park	Sportsground	This land is used by the Tenterfield Cricket Clubs as well as the Tenterfield Soccer Clubs to hold games and training sessions.
83670	RUGBY LEAGUE PARK	Park	Sportsground	This land is solely used by the Tenterfield Rugby League Club since early 1980's to hold games and training sessions. The land is fenced and contains amenities and club house and marked fields.

## Our Community No. 13 Cont...

Reserve Number	Reserve Name	Original Category	New Category	Justification
98007	MARKET SQUARE	Park	No change	
86219	WALLABY CREEK RESERVE	Park	General Community Use	The land is fenced and consists of cleared areas and scrub which could be used for public recreational activities or licenced for grazing.
51297	TOLOOM CREEK	Park	Area of Cultural Significance	As a result of the Native Title Determination of The Githabul People (NCD 2007/001) this land has been declared an Aboriginal Area and an Aboriginal Place and is therefore an area of great significance to Aboriginal people.
91056	URBENVILLE MUSEUM	General Community Use	No change	

**COUNCIL IMPLICATIONS:****1. Community Engagement / Communication (per engagement strategy)**

Nil

**2. Policy and Regulation**

- Local Government Act 1993 (NSW)
- Local Government Act 1993 Section 36
  - (4) For the purposes of this section, land is to be categorised as one or more of the following:
    - (a) a natural area,
    - (b) a sportsground,
    - (c) a park,
    - (d) an area of cultural significance,
    - (e) general community use.
- Local Government Regulation 2005 (NSW)
- Crown Land Management Act 2016 (NSW)
- Native Title Act 1993 (CTH)

**3. Financial (Annual Budget & LTFP)**

There are no direct costs arising from the categorisation of land however plans of Management are required for all of the Reserves that Council are now required to manage as Community Land. Council received a grant of \$55,506 to prepare the Plans of Management.

**4. Asset Management (AMS)**

There will be no change given that Council already manages the lands and the activities carried out thereon.

**5. Workforce (WMS)**

Nil

Our Community No. 13 Cont...

#### **6. Legal and Risk Management**

In accordance with the Crown Land Management Act 2016 and Section 36 of the Local Government Act 1993 Council is required to categorise the Reserves in order to determine how the Reserves will be best managed.

The risk involved is that the category appointed to a Reserve will impact upon the activities and management practices thereon.

#### **7. Performance Measures**

Nil

#### **8. Project Management**

Nil

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member:	Jennifer Donadel, Property Specialist (P/T); Heidi K Ford, Manager Property & Buildings (P/T)						
Approved/Reviewed by Manager:	Kylie Smith, Chief Corporate Officer						
Department:	Office of the Chief Corporate Officer						
Attachments:	<table><tbody><tr><td><b>1</b></td><td>Guideline - Initial Categorisation</td><td>5 Pages</td></tr><tr><td><b>2</b></td><td>Maps Showing Location of Reserves</td><td>10 Pages</td></tr></tbody></table>	<b>1</b>	Guideline - Initial Categorisation	5 Pages	<b>2</b>	Maps Showing Location of Reserves	10 Pages
<b>1</b>	Guideline - Initial Categorisation	5 Pages					
<b>2</b>	Maps Showing Location of Reserves	10 Pages					

Annexure A to Guideline—initial categorisation of Crown land managed by council Crown land managers

## Annexure A

To Guideline—initial categorisation of Crown land managed by council Crown land managers

Categorisation core objectives & guidelines for assigning categories to community land under local government legislation

Table 1. Categories and objectives

Category	Objectives (LG Act)	Guidelines for categorisation (LG Regulation)
Natural area*	<p>The core objectives for management of community land categorised as a natural area are:</p> <ul style="list-style-type: none"> <li>a) to conserve biodiversity and maintain ecosystem function in respect of the land, or the feature or habitat in respect of which the land is categorised as a natural area, and</li> <li>b) to maintain the land, or that feature or habitat, in its natural state and setting, and</li> <li>c) to provide for the restoration and regeneration of the land, and</li> <li>d) to provide for community use of and access to the land in such a manner as will minimise and mitigate any disturbance caused by human intrusion, and</li> <li>e) to assist in and facilitate the implementation of any provisions restricting the use and management of the land that are set out in a recovery plan or threat abatement plan prepared under the <i>Threatened Species Conservation Act 1995</i> or the <i>Fisheries Management Act 1994</i>.</li> </ul>	<p>The land, whether or not in an undisturbed state, possesses a significant geological feature, geomorphological feature, landform, representative system or other natural feature or attribute that would be sufficient to further categorise the land as bushland, wetland, escarpment, watercourse or foreshore under section 36 (5) of the Act.</p>
Sportsground	<p>The core objectives for management of community land categorised as a sportsground are:</p> <ul style="list-style-type: none"> <li>a) to encourage, promote and facilitate recreational pursuits in the community involving organised and informal sporting activities and games, and</li> <li>b) to ensure that such activities are managed having regard to any adverse impact on nearby residences.</li> </ul>	<p>The land is used or proposed to be used primarily for active recreation involving organised sports or the playing of outdoor games.</p>
Park	<p>The core objectives for management of community land categorised as a park are:</p>	<p>The land is, or is proposed to be, improved by landscaping, gardens or the provision of non-sporting equipment and</p>

NSW Department of Industry | DOC18/076988 | 1

Annexure A to Guideline—initial categorisation of Crown land managed by council Crown land managers

Category	Objectives (LG Act)	Guidelines for categorisation (LG Regulation)
Area of cultural significance	<p>a) to encourage, promote and facilitate recreational, cultural, social and educational pastimes and activities, and</p> <p>b) to provide for passive recreational activities or pastimes and for the casual playing of games, and</p> <p>c) to improve the land in such a way as to promote and facilitate its use to achieve the other core objectives for its management.</p> <p>1) The core objectives for management of community land categorised as an area of cultural significance are to retain and enhance the cultural significance of the area (namely its Aboriginal, aesthetic, archaeological, historical, technical or research or social significance) for past, present or future generations by the active use of conservation methods.</p> <p>2) Those conservation methods may include any or all of the following methods:</p> <p>a) the continuous protective care and maintenance of the physical material of the land or of the context and setting of the area of cultural significance,</p> <p>b) the restoration of the land, that is, the returning of the existing physical material of the land to a known earlier state by removing accretions or by reassembling existing components without the introduction of new material,</p> <p>c) the reconstruction of the land, that is, the returning of the land as nearly as possible to a known earlier state,</p> <p>d) the adaptive reuse of the land, that is, the enhancement or reinforcement of the cultural significance of the land by the introduction of sympathetic alterations or additions to allow compatible uses (that is, uses that involve no changes to the cultural significance of the physical material of the area, or uses that involve changes that are substantially reversible or changes that require a minimum impact),</p> <p>e) the preservation of the land, that is, the maintenance of the physical material of the land in its existing state and the retardation of deterioration of the land.</p> <p>3) A reference in subsection (2) to land includes a reference to any buildings erected on the land.</p>	<p>facilities, for use mainly for passive or active recreational, social, educational and cultural pursuits that do not unduly intrude on the peaceful enjoyment of the land by others.</p> <p>The land is:</p> <p>a) an area of Aboriginal significance, because the land: has been declared an Aboriginal place under section 84 of the <i>National Parks and Wildlife Act 1974</i>, or</p> <p>ii. whether or not in an undisturbed state, is significant to Aboriginal people in terms of their traditional or contemporary cultures, or is of significance or interest because of Aboriginal associations, or</p> <p>iv. displays physical evidence of Aboriginal occupation (for example, items or artefacts such as stone tools, weapons, engraving sites, sacred trees, sharpening grooves or other deposits, and objects or materials that relate to the settlement of the land or place), or</p> <p>v. is associated with Aboriginal stories, or</p> <p>vi. contains heritage items dating after European settlement that help to explain the relationship between Aboriginal people and later settlers, or</p> <p>b) an area of aesthetic significance, by virtue of:</p> <p>i. having strong visual or sensory appeal or cohesion, or</p> <p>ii. including a significant landmark, or</p> <p>iii. having creative or technical qualities, such as architectural excellence, or</p> <p>c) an area of archaeological significance, because the area contains:</p> <p>i. evidence of past human activity (for example, below-ground features such as building</p>

NSW Department of Industry | DOC18/076988 | 2

Annexure A to Guideline—initial categorisation of Crown land managed by council Crown land managers

Category	Objectives (LG Act)	Guidelines for categorisation (LG Regulation)
General community use	<p>The core objectives for management of community land categorised as general community use are to promote, encourage and provide for the use of the land, and to provide facilities on the land, to meet the current and future needs of the local community and of the wider public:</p> <ul style="list-style-type: none"> <li>a) in relation to public recreation and the physical, cultural, social and intellectual welfare or development of individual members of the public, and</li> <li>b) in relation to purposes for which a lease, licence or other estate may be granted in respect of the land (other than the provision of public utilities and works associated with or ancillary to public utilities).</li> </ul>	<ul style="list-style-type: none"> <li>foundations, occupation deposits, features or artefacts or above-ground features such as buildings, works, industrial structures, and relics, whether intact or ruined), or</li> <li>ii. any other deposit, object or material that relates to the settlement of the land, or</li> <li>d) an area of historical significance, because of the importance of an association or position of the land in the evolving pattern of Australian cultural history, or</li> <li>e) an area of technical or research significance, because of the area's contribution to an understanding of Australia's cultural history or environment, or</li> <li>f) an area of social significance, because of the area's association with Aboriginal life after 1788 or the area's association with a contemporary community for social, spiritual or other reasons.</li> </ul> <p>The land:</p> <ul style="list-style-type: none"> <li>a) may be made available for use for any purpose for which community land may be used, whether by the public at large or by specific sections of the public, and</li> <li>b) is not required to be categorised as a natural area under section 36A, 36B or 36C of the Act and does not satisfy the guidelines under clauses 102–105 for categorisation as a natural area, a sportsground, a park or an area of cultural significance.</li> </ul>

NSW Department of Industry | DOC18/076988 | 3

Annexure A to Guideline—Initial categorisation of Crown land managed by council Crown land managers

## \*Further categories for land categorised as natural area

Table 2. Further categories for natural areas

Category	Objectives (LG Act)	Guidelines for categorisation (LG Regulation)
Bushland	<p>The core objectives for management of community land categorised as bushland are:</p> <ul style="list-style-type: none"> <li>a) to ensure the ongoing ecological viability of the land by protecting the ecological biodiversity and habitat values of the land, the flora and fauna (including invertebrates, fungi and micro-organisms) of the land and other ecological values of the land, and</li> <li>b) to protect the aesthetic, heritage, recreational, educational and scientific values of the land, and</li> <li>c) to promote the management of the land in a manner that protects and enhances the values and quality of the land and facilitates public enjoyment of the land, and to implement measures directed to minimising or mitigating any disturbance caused by human intrusion, and</li> <li>d) to restore degraded bushland, and</li> <li>e) to protect existing landforms such as natural drainage lines, watercourses and foreshores, and</li> <li>f) to retain bushland in parcels of a size and configuration that will enable the existing plant and animal communities to survive in the long term, and</li> <li>g) to protect bushland as a natural stabiliser of the soil surface.</li> </ul>	<p>The land contains primarily native vegetation and that vegetation:</p> <ul style="list-style-type: none"> <li>a) is the natural vegetation or a remainder of the natural vegetation of the land, or</li> <li>b) although not the natural vegetation of the land, is still representative of the structure or floristics, or structure and floristics, of the natural vegetation in the locality.</li> </ul> <p>(2) Such land includes:</p> <ul style="list-style-type: none"> <li>a) bushland that is mostly undisturbed with a good mix of tree ages, and natural regeneration, where the understorey is comprised of native grasses and herbs or native shrubs, and that contains a range of habitats for native fauna (such as logs, shrubs, tree hollows and leaf litter), or</li> <li>b) moderately disturbed bushland with some regeneration of trees and shrubs, where there may be a regrowth area with trees of even age, where native shrubs and grasses are present in the understorey even though there may be some weed invasion, or</li> <li>c) highly disturbed bushland where the native understorey has been removed, where there may be significant weed invasion and where dead and dying trees are present, where there is no natural regeneration of trees or shrubs, but where the land is still capable of being rehabilitated.</li> </ul>
Wetland	<p>The core objectives for management of community land categorised as wetland are:</p> <ul style="list-style-type: none"> <li>a) to protect the biodiversity and ecological values of wetlands, with particular reference to their hydrological environment (including water quality and water flow), and to the flora, fauna and habitat values of the wetlands, and</li> <li>b) to restore and regenerate degraded wetlands, and</li> <li>c) to facilitate community education in relation to wetlands, and</li> </ul>	<p>The land includes marshes, mangroves, backwaters, billabongs, swamps, sedgelands, wet meadows or wet heathlands that form a waterbody that is inundated cyclically, intermittently or permanently with fresh, brackish or salt water, whether slow moving or stationary.</p>

NSW Department of Industry | DOC18/076988 | 4

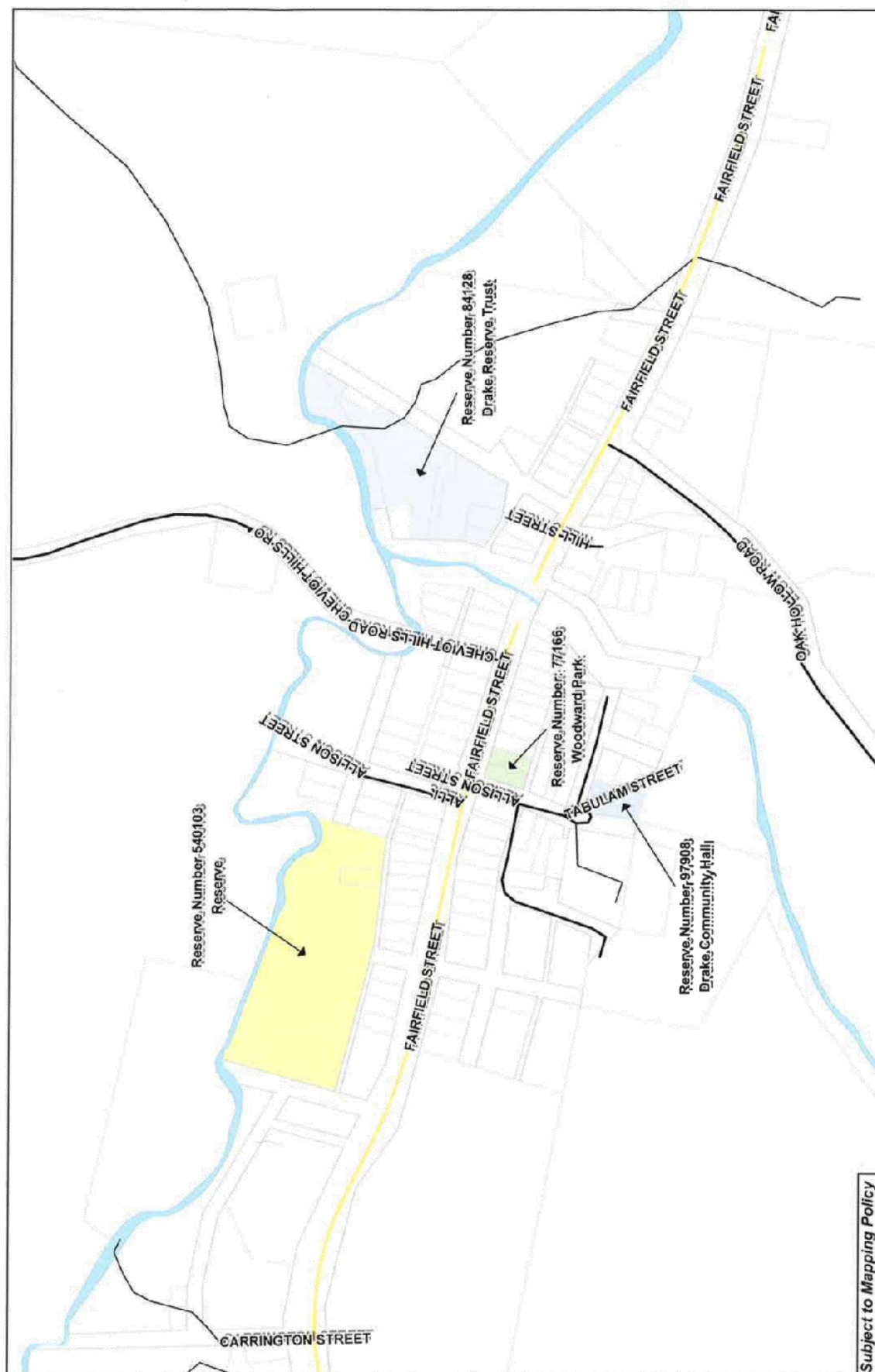
Annexure A to Guideline—Initial categorisation of Crown land managed by council Crown land managers

Category	Objectives (LG Act)	Guidelines for categorisation (LG Regulation)
Escarpment	<p>the community use of wetlands, without compromising the ecological values of wetlands.</p> <p>The core objectives for management of community land categorised as an escarpment are:</p> <ul style="list-style-type: none"> <li>a) to protect any important geological, geomorphological or scenic features of the escarpment, and</li> <li>b) to facilitate safe community use and enjoyment of the escarpment.</li> </ul>	<p>The land includes such features as a long cliff-like ridge or rock, and</p> <p>The land includes significant or unusual geological, geomorphological or scenic qualities.</p>
Watercourse	<p>The core objectives for management of community land categorised as a watercourse are:</p> <ul style="list-style-type: none"> <li>a) to manage watercourses so as to protect the biodiversity and ecological values of the instream environment, particularly in relation to water quality and water flows, and</li> <li>b) to manage watercourses so as to protect the riparian environment, particularly in relation to riparian vegetation and habitats and bank stability, and</li> <li>c) to restore degraded watercourses, and</li> <li>d) to promote community education, and community access to and use of the watercourse, without compromising the other core objectives of the category.</li> </ul>	<p>The land includes:</p> <ul style="list-style-type: none"> <li>a) any stream of water, whether perennial or intermittent, flowing in a natural channel, or in a natural channel that has been artificially improved, or in an artificial channel that has changed the course of the stream of water, and any other stream of water into or from which the stream of water flows, and</li> <li>b) associated riparian land or vegetation, including land that is protected land for the purposes of the <i>Rivers and Foreshores Improvement Act 1948</i> or state-protected land identified in an order under section 7 of the <i>Native Vegetation Conservation Act 1997</i>.</li> </ul>
Foreshore	<p>The core objectives for management of community land categorised as foreshore are:</p> <ul style="list-style-type: none"> <li>a) to maintain the foreshore as a transition area between the aquatic and the terrestrial environment, and to protect and enhance all functions associated with the foreshore's role as a transition area, and</li> <li>b) to facilitate the ecologically sustainable use of the foreshore, and to mitigate impact on the foreshore by community use.</li> </ul>	<p>The land is situated on the water's edge and forms a transition zone between the aquatic and terrestrial environment.</p>

NSW Department of Industry | DOC18/076988 | 5



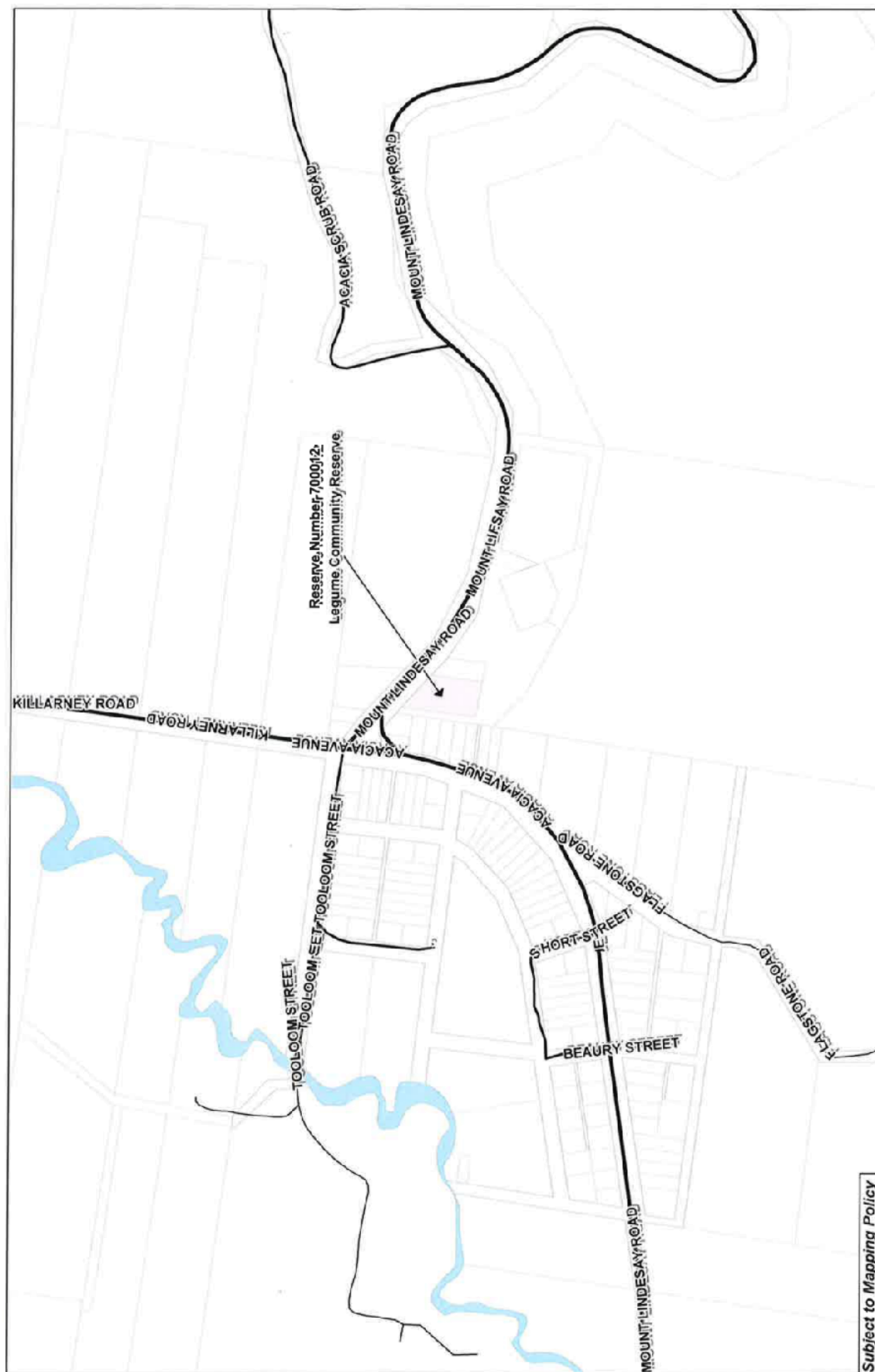
Tenterfield Shire Council



Tenterfield Shire Council

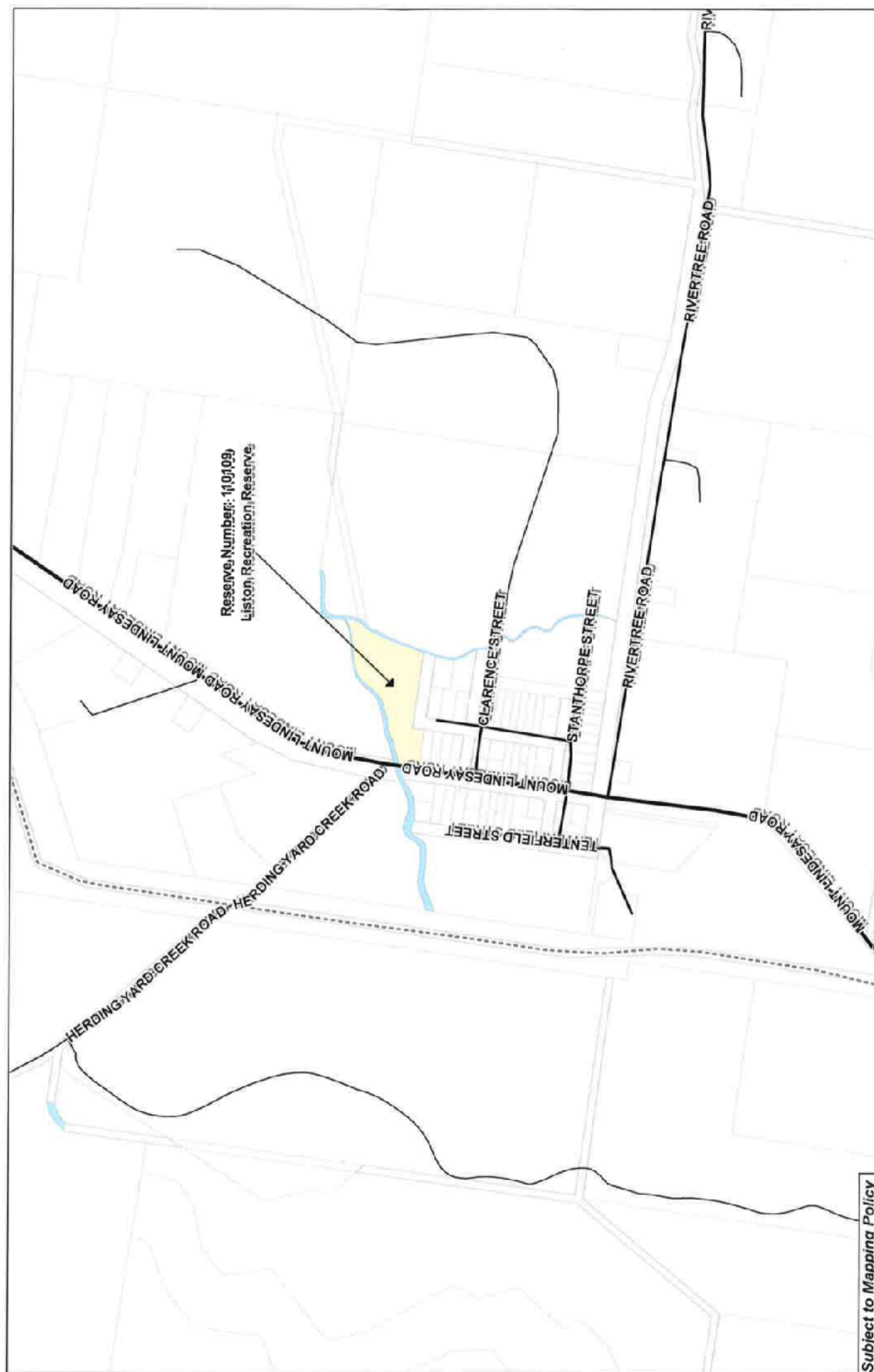


Tenterfield Shire Council



Subject to Mapping Policy

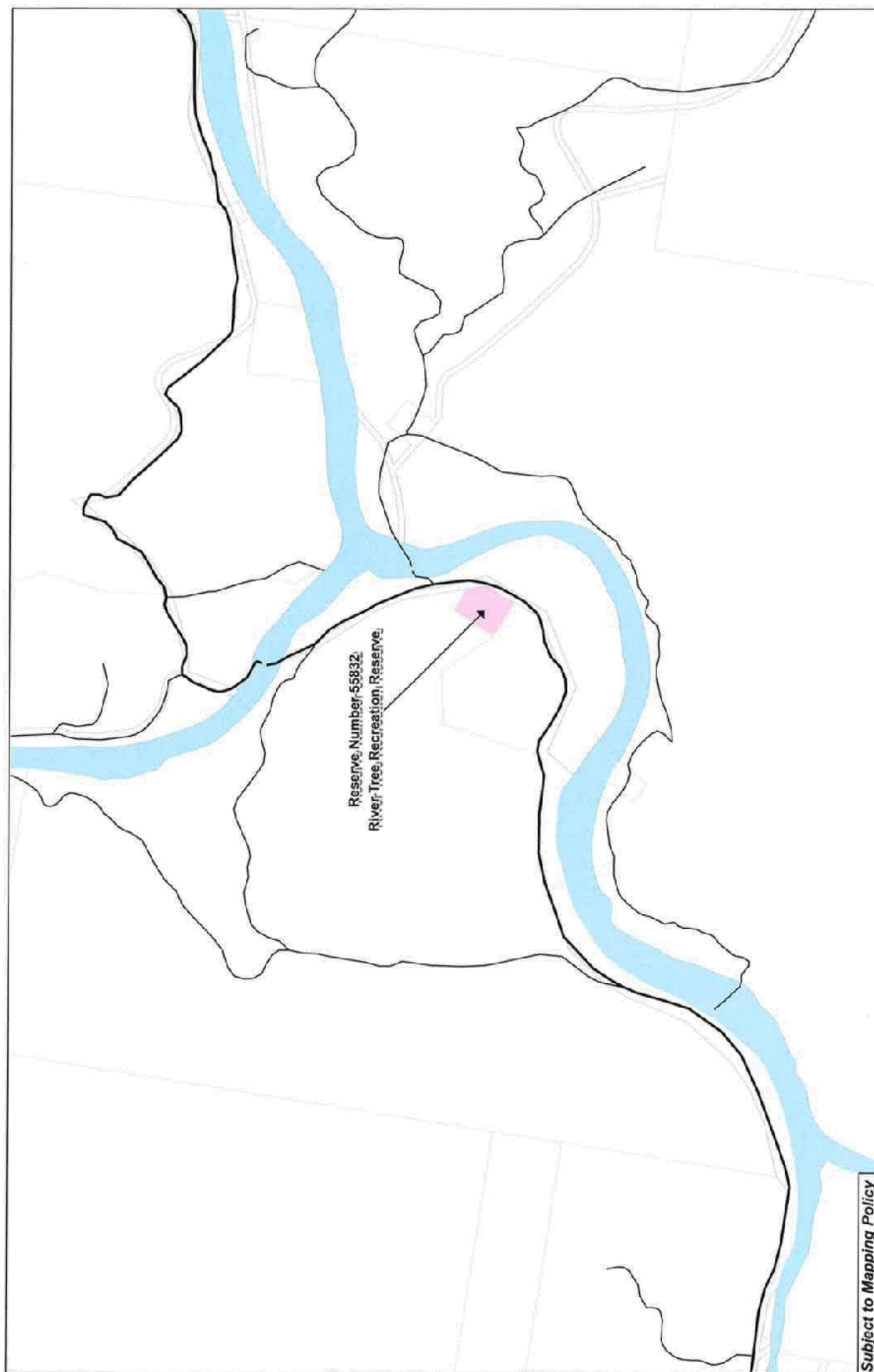
Tenterfield Shire Council



Subject to Mapping Policy

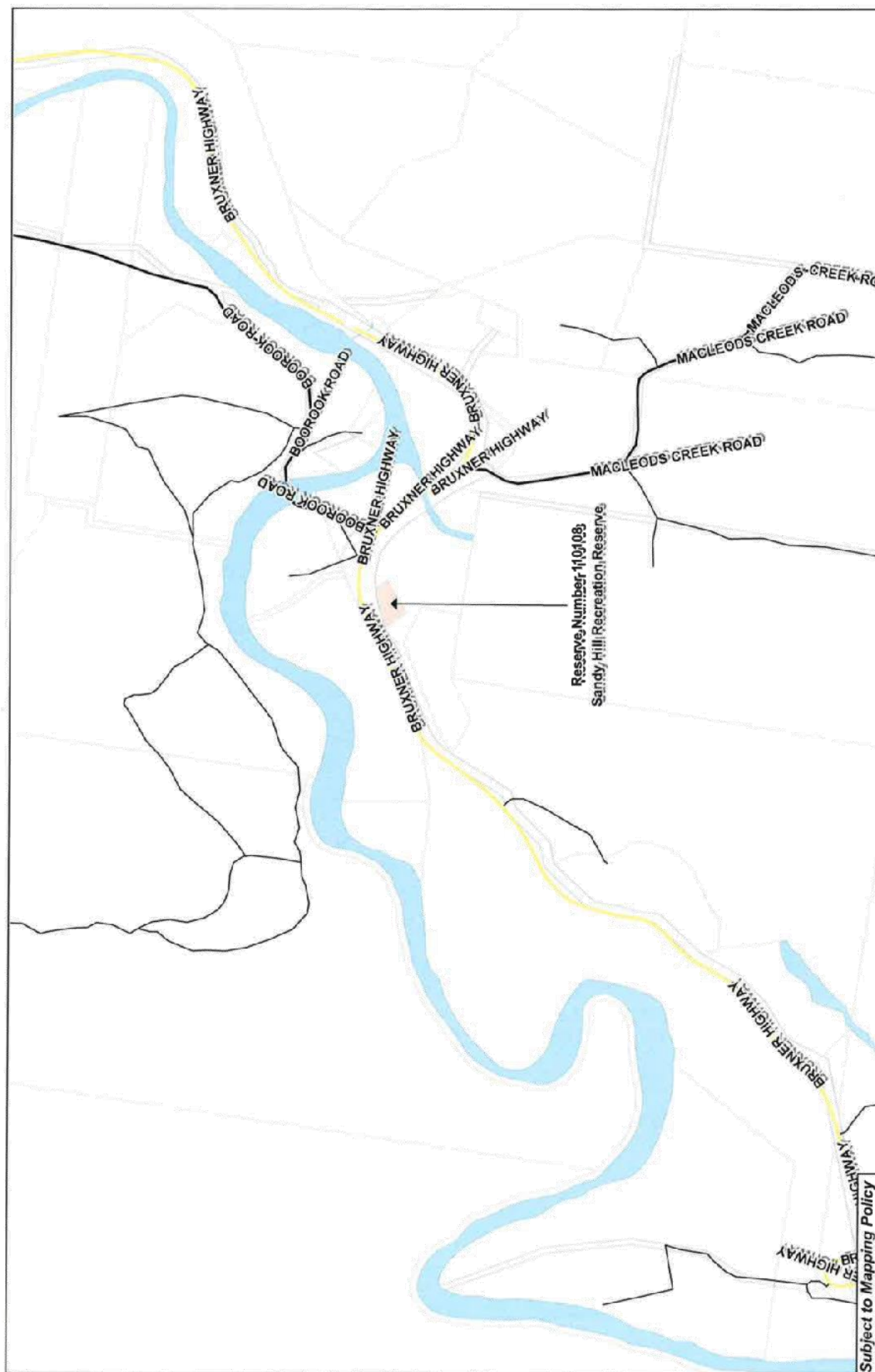


Tenterfield Shire Council

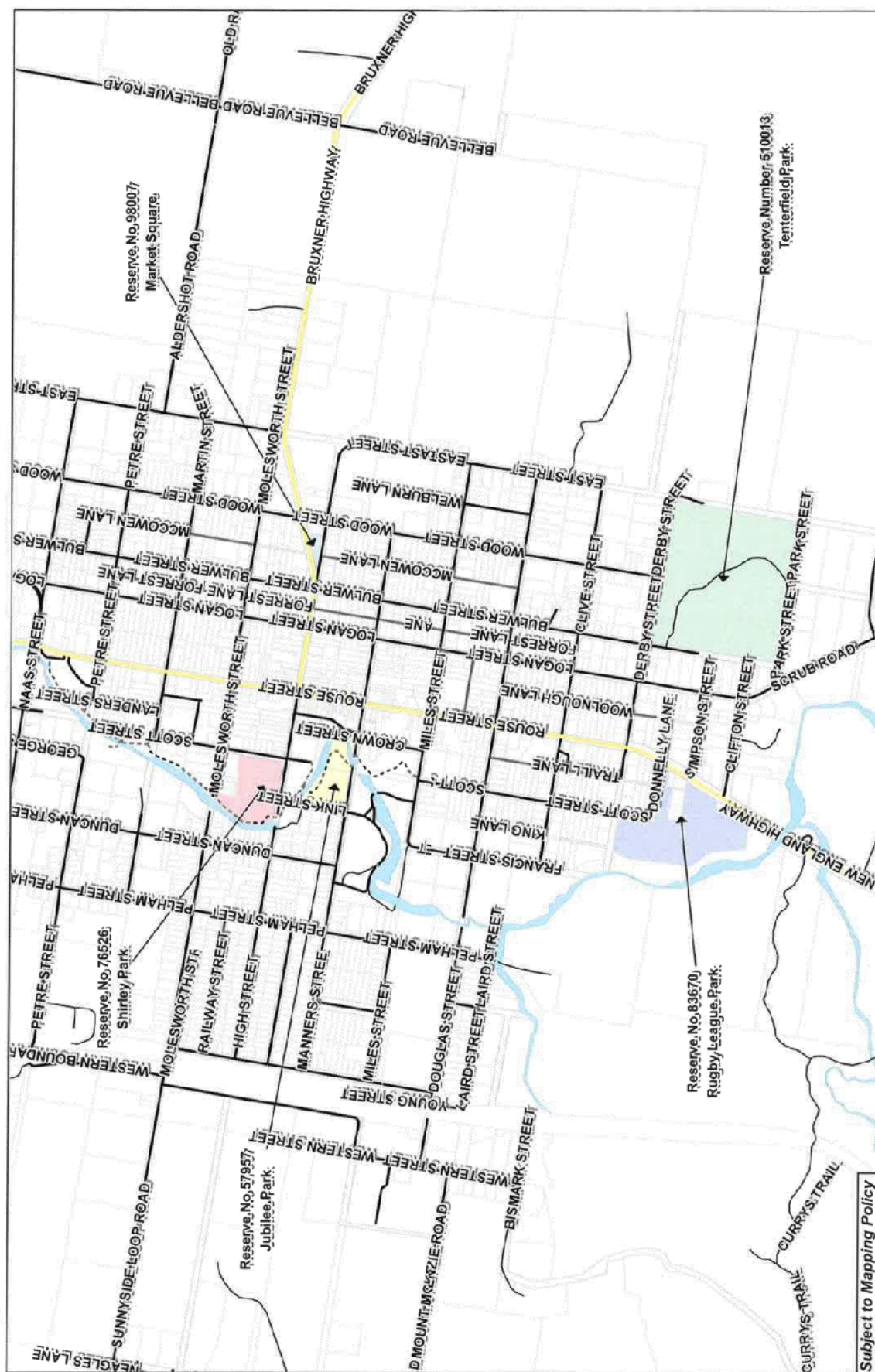


Subject to Mapping Policy

Tenterfield Shire Council

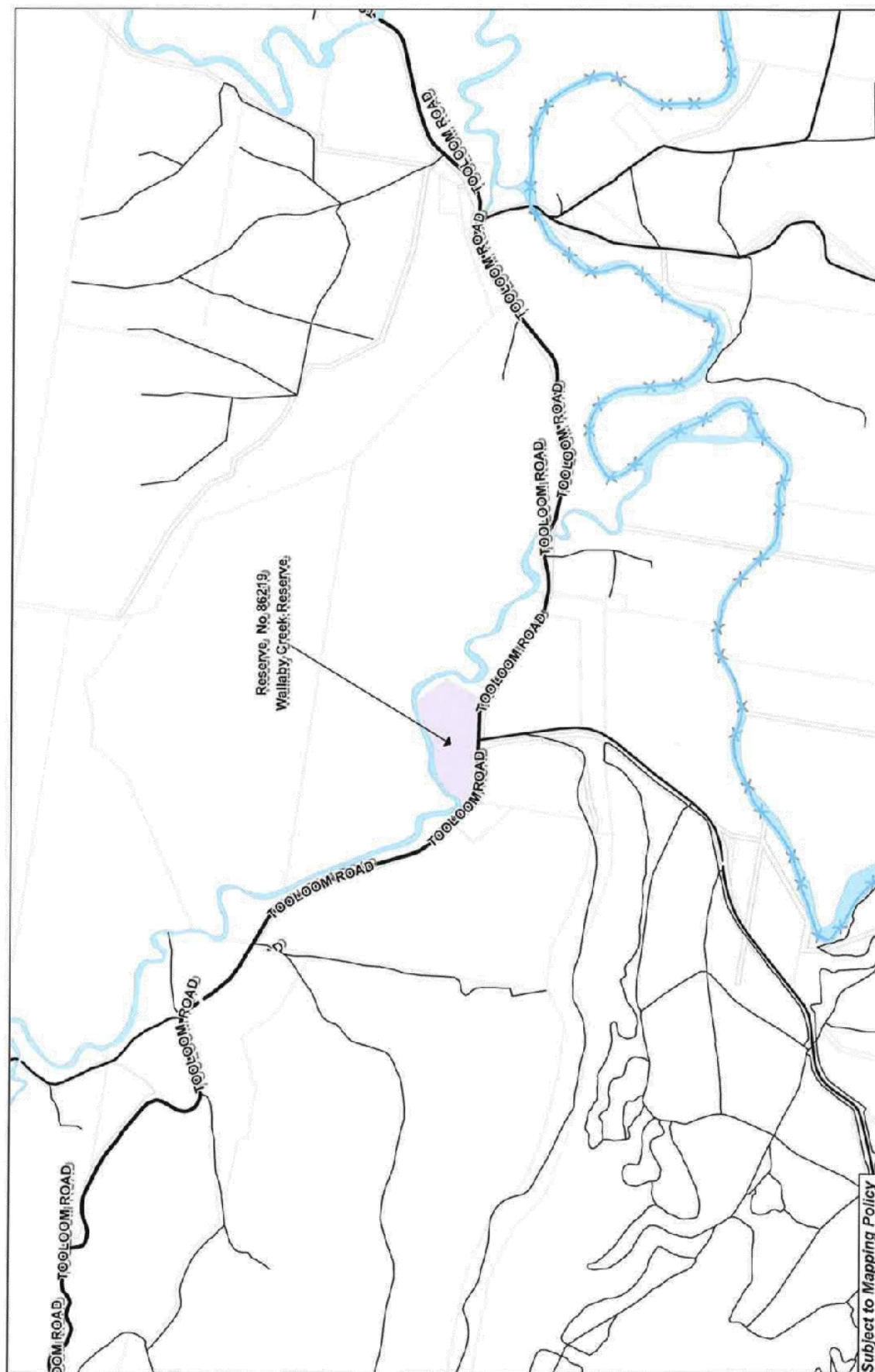


Tenterfield Shire Council

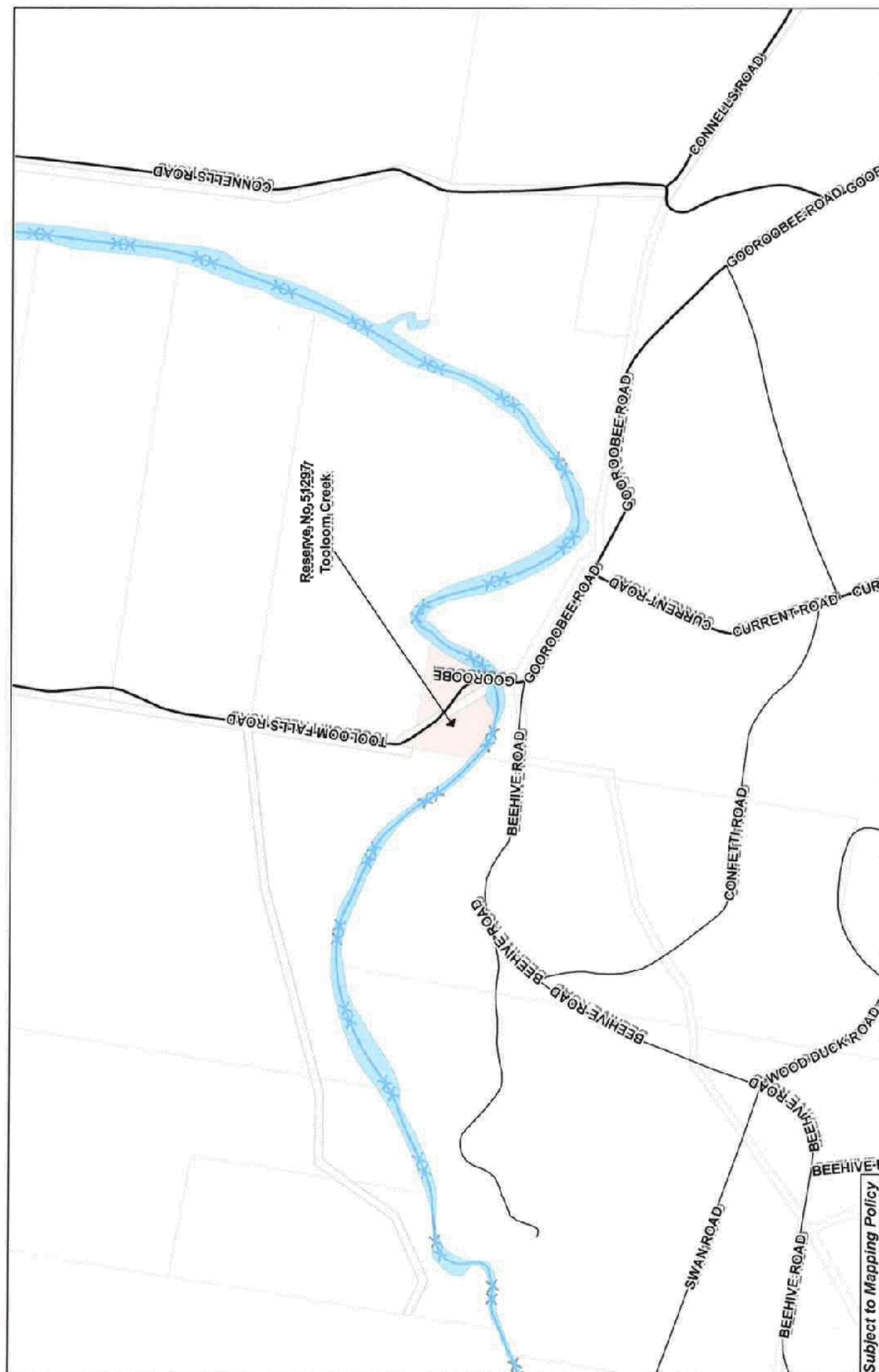


Subject to Mapping Policy

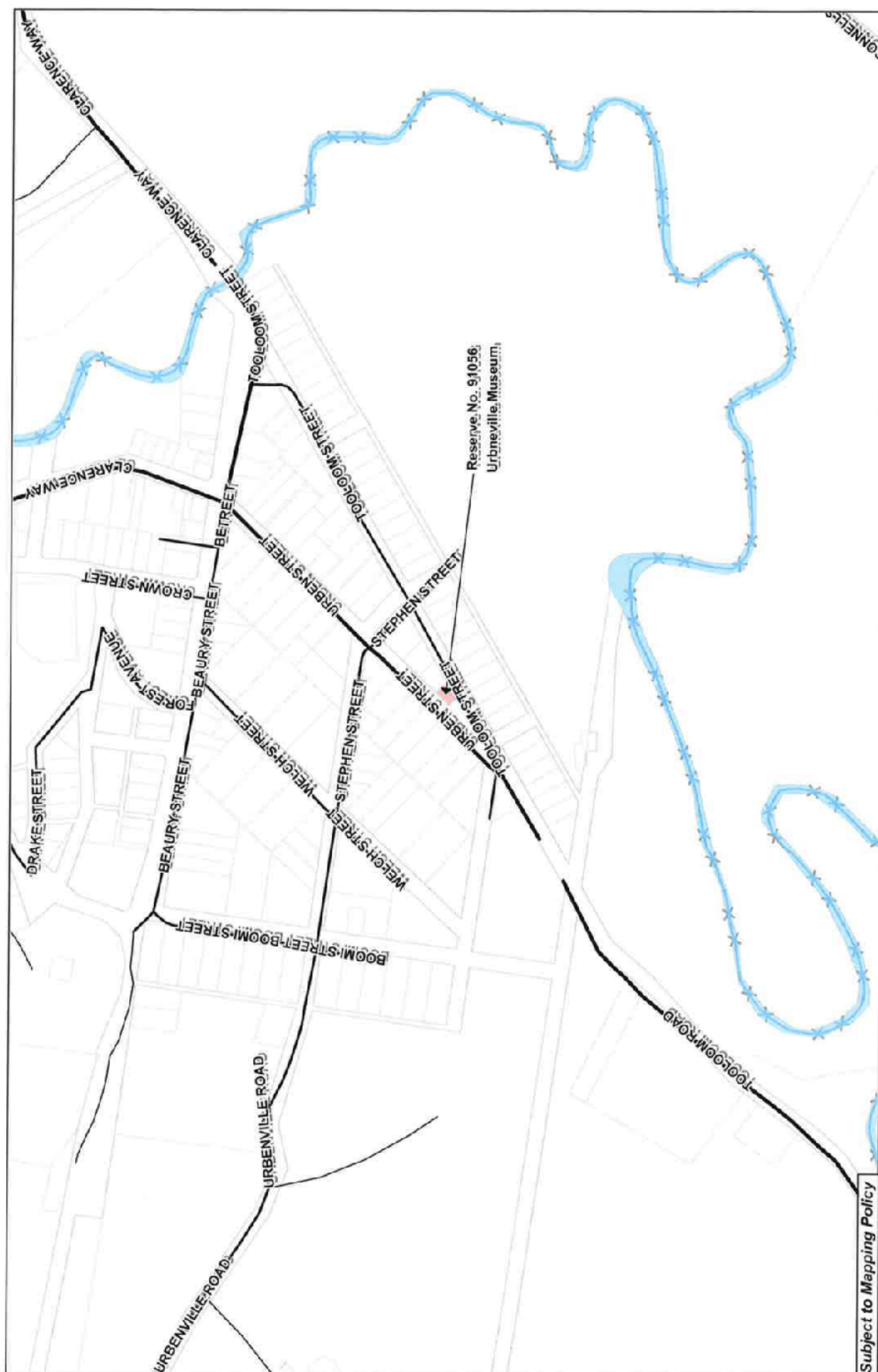
Tenterfield Shire Council



Tenterfield Shire Council



Tenterfield Shire Council



Subject to Mapping Policy

<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Property Specialist (P/T)
<b>Reference:</b>	<b>ITEM COM14/19</b>
<b>Subject:</b>	<b>MOUNT MACKENZIE CROWN LAND LICENCE</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Community</b> - COMM 4 - The community is welcoming, friendly, and inclusive where diverse backgrounds are respected and celebrated.
<b>CSP Strategy:</b>	Buildings are well designed, safe and accessible and the new is balanced with the old.
<b>CSP Delivery Program</b>	Ensure that Council buildings and facilities meet the needs of users.

#### **SUMMARY**

The parcel of land at Mount MacKenzie upon which the communication towers are located is Crown Land over which Council currently hold a Permissive Occupancy. Crown Lands are converting existing permissive occupancies to Crown Land Licences.

#### **OFFICER'S RECOMMENDATION:**

##### **That Council:**

- (1) Delegate authority to the Chief Executive to enter a Crown Land Licence Agreement and Site Appendix Licence for Lot 7003 in DP 92653 at Mount MacKenzie; and**
- (2) Authorise the Licences to be signed and executed under the Seal of Council by the Mayor and the Chief Executive in accordance with Council Policy.**

#### **BACKGROUND**

Council currently hold a Permissive Occupancy over part of the Crown Land at Mount MacKenzie where one of Council's communication towers is located. Crown Land are moving all permissive occupancies to new arrangements with Head Licences and Site Appendices.

#### **REPORT:**

NSW Department of Planning, Industry and Environment – Crown Lands have provided Council with a new Licence Agreement and Site Appendix Licence in accordance with the Crown Land Management Act 2016. A copy of the Licence Agreement and Site Appendix Licence are attached.

The site to be Licenced is part of Lot 7003 in DP 92653.

This new arrangement will guarantee Council tenure and will also give Council authority to sub-Licence to other organisations.

Our Community No. 14 Cont...

Council currently sub-Licence to Optus and Vodafone. The New South Wales Telco Authority are also seeking a sub-Licence from Council however until the Licence Agreement and Site Appendix Licence are in place Council cannot issue any further sub-Licences.

### **COUNCIL IMPLICATIONS:**

#### **1. Community Engagement / Communication (per engagement strategy)**

Nil

#### **2. Policy and Regulation**

- Local Government Act 1993
- Crown Land Management Act 2016
- Aboriginal Land Claim Act 1983

#### **3. Financial (Annual Budget & LTFP)**

The income received for both communication towers held by Council (one on the aforementioned site and the other on Council owned Operational Land) for the financial year ending 2019 was \$20,464. The anticipated income for the current budget will be approximately \$44,970.

The total operational expenditure for the same period was \$29,670.

Council currently pay an annual Licence Fee to the Crown of \$4,265 for occupation of the part lot. The annual Licence fee under the new Site Appendix will be \$8,014 and this will increase in accordance with the Consumer Price Index annually.

Ongoing sub-licenses issued to third parties on the Crown Land only, to occupy Council infrastructure, have been granted to Vodafone and Optus. A sub-licence to New South Wales Telco Authority will be negotiated upon Council's Licence Agreement being finalised.

#### **4. Asset Management (AMS)**

The site consists of a communication tower and associated equipment shelters. The tower provides for essential communication for emergency services as well as telephone communication providers, Optus and Vodafone. The New South Wales Telco Authority are currently in negotiations with Council to install equipment on the tower to enhance the existing emergency services communications.

#### **5. Workforce (WMS)**

Nil

#### **6. Legal and Risk Management**

In the event that the Crown Land Licence is not completed, Council will not have tenure over the communication tower site.

It should be noted that there is a current Aboriginal Land Claim lodged on the subject Crown land. In the event that the Claim is granted, Council's Crown Licence will be terminated and a new Licence will need to be negotiated with the incoming Aboriginal Land Council. There has been two previous unsuccessful Aboriginal Land Claims.

Our Community No. 14 Cont...

Any Native Title considerations with this Licence will be dealt with by Crown Lands as they are the authority issuing the Licence.

**7. Performance Measures**

Nil

**8. Project Management**

Nil

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member:	Jennifer Donadel; Heidi K Ford
Approved/Reviewed by Manager:	Kylie Smith, Chief Corporate Officer
Department:	Office of the Chief Corporate Officer
Attachments:	<b>1</b> Licence Agreement 32 Pages <b>2</b> Site Appendix Licence 5 Pages



Licence: 612987

Execution by Power of Attorney

**SIGNED** on behalf of **TENTERFIELD SHIRE COUNCIL ABN 85 010 810 083** by its  
duly authorised Attorney ..... under Power of Attorney  
dated

Registered Book No.

in the presence of:

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

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Print full name of  
Witness

\_\_\_\_\_  
Print full name of Attorney

Licence: 612987

TABLE OF CONTENTS

PART 1 - GENERAL CONDITIONS OF LICENCE

1. PERMITTED USE
2. GRANT OF ADDITIONAL LICENCES
3. FENCING REQUIREMENTS
4. NO LICENCE RIGHTS OR RIGHT TO PURCHASE
5. TERM OF LICENCE
6. REVOCATION AND TERMINATION

PART 2 - RIGHTS OF OTHER OCCUPIERS

7. OCCUPATION BY UNLICENSED OCCUPANTS

PART 3 - HOLDER'S RENT AND OUTGOINGS

8. PAYMENT OF RENT
9. CONTINUING OBLIGATION
10. NO REDUCTION IN RENT
11. HOLDER TO PAY RATES AND OTHER CHARGES
12. HOLDER TO PAY COST OF WORK
13. COSTS OF THE MINISTER
14. INTEREST ON OVERDUE MONEY
15. MANNER OF PAYMENT OF RENT AND OTHER MONEYS

PART 4 - OBLIGATIONS AND RESTRICTIONS RELATING TO SITE

16. ACCESS
17. MAINTENANCE OF SITE
18. HOLDER TO ERECT BARRICADES ETC
19. NO RESIDENCE ON SITE
20. HOLDER NOT TO REMOVE MATERIALS
21. ADVERTISING AND SIGNS
22. NOTIFICATION OF ACCIDENT
23. RODENTS AND VERMIN
24. HOLDER TO ERADICATE NOXIOUS PLANTS ANIMALS ETC
25. BUSHFIRE
26. HOLDER NOT TO COMMIT NUISANCE ETC
27. HAZARDOUS SUBSTANCES
28. NO BREACH BY PERMITTED USE
29. ARTEFACTS AND RELICS
30. TRIGONOMETRICAL STATIONS
31. COMPLIANCE WITH LEGISLATION AND STANDARDS
32. TIME TO BE OF THE ESSENCE

PART 5 - IMPROVEMENTS AND PLANT

Page 3 of 32

Licence: 612987

33. OWNERSHIP AND REMOVAL OF FACILITIES

34. MINISTER'S RIGHT TO ENTER INSPECT AND REPAIR

PART 6 - INDEMNITIES AND INSURANCE

35. INDEMNITIES

36. INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

37. INSURANCE - PUBLIC RISK

38. INSURANCE - WORKERS COMPENSATION

39. PROPERTY DAMAGE AND SPECIAL INSURANCES

40. PROVISIONS RE POLICIES

41. NO LIABILITY FOR FAILURE OF SERVICES

42. HOLDER NOT TO IMPOSE LIABILITY ON MINISTER

43. RELEASE OF MINISTER FROM LIABILITY

PART 7 - MINISTER'S WARRANTIES AND COVENANTS

44. MINISTER'S WARRANTIES, COVENANTS AND ACKNOWLEDGMENTS

45. CONTINUATION OF LICENCE AFTER SALE, DISPOSAL, ETC

46. MAINTENANCE, ERECTION OR ADDITIONS TO FACILITIES

PART 8 - MINISTER'S POWERS AND FUNCTIONS

47. MINISTER AS PUBLIC AUTHORITY

48. APPROVAL BY THE MINISTER

49. OPINION OF THE MINISTER

PART 9 - APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

50. COMPLIANCE WITH STATUTES AND OTHER INSTRUMENTS

51. NO MORATORIUM

52. SHARED FACILITIES

PART 10 - GENERAL

53. CONSTRUCTION

54. SEVERABILITY

55. NO WAIVER

56. NOTICES

57. PROCEDURE - DISPUTE RESOLUTION

58. CONTACT PERSON

59. APPLICABLE LAW

60. NO HOLDING OUT

61. WHOLE AGREEMENT

62. SITE APPENDICES

63. DEFINITIONS

SCHEDULE 1

Licence: 612987

## **PART 1 - GENERAL CONDITIONS OF LICENCE**

### **1. PERMITTED USE**

#### **1.1 Grant of Licence**

Subject to clause 2, the Minister grants to the Holder an exclusive right to occupy the area of its hut and cable trays and a non-exclusive right to occupy the remainder of the Site for the Term for the Permitted Use referenced in the Site Diagrams where such non exclusive use is necessary to exercise the right of Permitted Use. If the Holder is a Primary User on the Site, additional rights apply as indicated within clause 2.1(e).

Site Diagrams mean the documents annexed to this agreement and called 'Site Diagram' for the relevant Sites.

#### **1.2 Licence for Access Only**

If the Site Appendix is only for the purpose of access to the Holder's Facilities situated on other land which is not Crown Land, then the Licence granted under clause 1.1 is limited to access.

#### **1.3 Permitted Use Only**

The Holder will not:

- (a) use the Site(s);
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Minister),
- (c) for any purpose other than the Permitted Use [refer Item 10 Schedule 1].

#### **1.4 Consent to Holder's access to Supporting Tower**

If at the Commencing Date there is a Supporting Tower erected within the Site which is capable of supporting any Facilities of the Holder for the purposes of the Permitted Use, then to such extent as the Minister may lawfully be able to do so, and subject to any reasonable conditions set out in the relevant Site Appendix, the Minister:

- (a) consents to the use by the Holder of that Supporting Tower subject to the terms of this Licence and for the Permitted Use only;
- (b) consents to the grant by the owner or controller of that Supporting Tower of rights for the Holder to install, locate, repair, replace, renew and operate Facilities within the Site, upon and around that Supporting Tower upon and subject to the conditions set out in the relevant Site Appendix; and
- (c) agrees to permit the Holder, (upon such terms and conditions as may reasonably be agreed having regard to the terms and conditions under which the Holder has formerly agreed in the manner disclosed in the relevant Site Appendix), to continue to install, locate, repair, replace, renew and operate Facilities within the Site upon and around that Supporting Tower in the event that the owner or controller of that Supporting Tower vacates the Site or otherwise loses or relinquishes the right of ownership or control of that Supporting Tower, along with such other rights as the parties, acting reasonably, may agree.

### **2. GRANT OF ADDITIONAL LICENCES**

#### **2.1 Minister may grant further Licences**

- (a) Subject to Clause 46, the Minister reserves the right to licence persons other than the

Licence: 612987

Holder to use the Site and to grant further rights in respect of the non-exclusive area of the Site including the right to grant licences to any other person who wants to engage in the business of transmitting or receiving telecommunication transmissions.

- (b) In granting any other licence under subclause (a) the Minister must not knowingly grant any rights which are likely to detrimentally affect the Holder's rights under this Licence or the Holder's Facilities or its conduct of the Permitted Use on the Site.
- (c) Prior to exercising its rights under clause 2.1, the Minister must give the Holder not less than 14 Business Days' notice of its proposed grant of further rights (other than in respect of a licence where the Holder has already provided its consent) together with details thereof. Prior to expiry of the notice period under this sub-clause, the Holder must advise the Minister if the proposed grant of further rights by the Minister constrains, interferes with or otherwise detrimentally affects the Holder's use or occupation of the Site or access thereto or creates any occupational health and safety concerns. If no response is received by the expiration of the said notice period, the grant of further rights will be deemed to not constrain, interfere or detrimentally affect the Holder's use or occupation of the site or access thereto or create any occupational health and safety concern.
- (d) The Holder's obligations under this Licence, including for avoidance of doubt but without limitation the obligation to pay Rent, will not in any way be diminished by anything contained in any such licence to other persons.
- (e) If this Licence authorises a Primary User the Minister grants to the Holder an exclusive right to occupy the area of its Supporting Tower and the Minister agrees that it will not grant an additional licence or other rights to a Third Party Occupant unless the Third Party Occupant has the written consent of the Holder to permit access to the Supporting Tower for the establishment, operation and maintenance of its equipment.
- (f) The Holder will not unreasonably withhold consent to the Third Party Occupant having access to the Supporting Tower for the establishment, operation and maintenance of its equipment. The Minister acknowledges that it will not be unreasonable for the Holder to request payment of a rent or fee from the Third Party Occupant as a condition of this consent.
- (g) The Holder agrees that in the case where the Holder is the owner of a Supporting Tower the Holder will if requested by the Minister negotiate in good faith to permit the co-location of telecommunications equipment of the Third Party Occupant upon the Supporting Tower to the full extent of the Holder's statutory or other obligations. In any event, the Holder must not exceed the time periods specified in any applicable facilities access code or other relevant legislative or administrative instrument made pursuant to the *Telecommunications Act* or the *Competition and Consumer Act 2010* (Cth) (as amended).

## 2.2 Primary Users may grant additional licences with consent

If the Holder is a Primary User of the Site, the Holder may, subject to the Holder first obtaining consent from the Minister, grant a licence to a Third Party Occupant to install, locate, repair, replace, renew and operate Facilities within the Site subject to the conditions set out in this Licence. The Minister must not unreasonably withhold that consent.

The Holder is required to notify all Third Party Occupants that they may be liable to pay a rental to the Minister and, in addition to any sub-licence issued by the Holder, may be required to enter into a Licence with the Minister for occupation of the Site.

Page 6 of 32

Licence: 612987

**2.3 Holder may transfer or sub-licence with consent**

The Holder must not transfer any benefit under this Licence, nor grant any benefit or sub-licence, without first having obtained the written consent of the Minister, such consent not to be unreasonably withheld, however the Holder may from time to time transfer the Licence to a Related Body Corporate of the Holder or to any venture in which the Holder or its Related Body Corporate has an interest in as a majority shareholder and in so doing the Holder shall within 60 days of assigning that right, advise the Minister of the action taken.

**3. FENCING REQUIREMENTS**

**3.1 Perimeter Fencing**

The Primary User of the Site is to erect and maintain in good repair appropriate perimeter fencing around the Facilities and any Supporting Tower of the Site. Fencing must be constructed so as to not interfere with any other Third Party Occupants' use of the Site.

**3.2 Exclusive Area Fencing**

The Holder:

- (a) may erect fencing around the Holder's exclusive areas so long as it does not interfere with any other Holder's use of the Site.
- (b) is authorised to remove and lawfully dispose of any fencing which restricts the Holder's use of the non-exclusive areas of the Licence provided that adequate continuous perimeter fencing is maintained.
- (c) shall not unreasonably interfere with another Holder carrying out fencing in accordance with this clause.

**4. NO LICENCE RIGHTS OR RIGHT TO PURCHASE**

Section 5.22 of the Act applies in respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Holder:

- (a) a right to purchase any part of the Site; or
- (b) any tenancy or other estate or interest in any part of the Site other than contractual rights as Holder under this Licence.

**5. TERM OF LICENCE**

- (a) This Licence commences on the Commencing Date and continues in force until the earlier of: -
  - i. the Terminating Date; or
  - ii. the date the Licence is ended in accordance with this clause.
- (b) The Minister may terminate all or any part of this Licence at the mutual agreement of both parties. If Item 12 of Schedule 1 specifies that the Minister must give a period of notice before ending the Licence then this Licence will end on the last day of that period.
- (c) Unless expressly provided for in this Licence, the Holder will not be entitled to any compensation costs or damages because the Minister has ended this Licence pursuant to this clause.
- (d) Holding over provisions (yearly tenancy)
  - i. If the Holder continues to occupy the Site after the Terminating Date with the Minister's approval, it does so under a year to year tenancy.

Page 7 of 32

Licence: 612987

- ii. Either party may terminate a year to year tenancy upon giving 6 months' notice.
- iii. The Rent during any holding over period will be reviewed in accordance with this Licence at the same intervals as Rent was reviewed during the initial Term and for avoidance of doubt will be reviewed on the Terminating Date as though the Terminating Date was a market review date.
- iv. The yearly tenancy is on the same terms as this Licence, except for the Term.

## **6. REVOCATION AND TERMINATION**

### **6.1 Section 5.23 Act to apply**

This Licence may be terminated pursuant to the provisions of section 5.23 of the Act in the circumstances set out in that section.

### **6.2 Minister to Serve Notice**

For the purposes of this clause the Holder will not be taken to have failed to comply with a condition covenant or provision of this Licence until a period of 28 days (or such further period as may be specified in the notice) has elapsed after the service by the Minister of a notice in writing on the Holder specifying the covenant condition or provision with which the Holder has failed to comply.

### **6.3 No Notice Required**

If one or both of the events specified in this clause occurs the Holder will for the purposes of this clause and for the purpose of section 5.23 of the Act be taken to have failed to comply with a provision of this Licence and clause 6.2 will not apply to such a default:

- (a) An order is made or a resolution is effectively passed for the winding up of the Holder (except where such winding up is for the purpose of reconstruction or amalgamation with the written consent of the Minister which consent will not unreasonably be withheld); or
- (b) The Holder goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts or if execution is levied against the Holder and not discharged within 30 days.

### **6.4 Acceptance of Rent Not Waiver**

Demand or acceptance of Rent or any other money due under this Licence by the Minister after forfeiture does not operate as a waiver of forfeiture.

### **6.5 Holder's and Minister's Additional Rights of Termination**

Subject to the Minister's rights under clauses 33 and 6 – 6.4 (inclusive), if:

- (a) the Site is rendered unfit for the Holder's use by reason of the emergence of significant radio, physical or other interference or impediment; or,
- (b) any required consent, authority or exemption for the installation and use of the Site for the Permitted Use:
  - i. is not given;
  - ii. is rejected; or
  - iii. is given or varied in any way so as to render the use of the Site impractical, or is given or varied on conditions unacceptable to the Holder (provided the Holder has used its best efforts to obtain acceptable conditions); or
  - iv. is cancelled, lapses or is otherwise terminated and no further or replacement consent can in the Holder's reasonably formed opinion reasonably be obtained; or
  - v. the Site is damaged or destroyed or if there is interruption to the Holder's access to

Page 8 of 32

Licence: 612987

the Site so as to render the Site wholly or substantially unfit for the occupation or use of the Holder

then this Licence may be terminated immediately by written notice given by the Holder to the Minister, provided however that:

- (c) in relation to Clause 6.5(a), the Minister must use reasonable endeavours not to cause significant radio, physical or other interference to the Holder's use of the Site and must use reasonable endeavours to ensure that no other person causes such interference.
- (d) the Minister will not exercise its right to terminate the Licence under clause 6.5(b)V unless it has made reasonable attempts to repair the damage and provided the opportunity for the Holder to perform the repairs at its own cost.
- (e) If it is decided to carry out or permit to be carried out the alternation, removal or demolition of a structure supporting any of the Holder's installations so as to render the use incapable of continuing the Minister may terminate the Licence.
- (f) The Minister will not exercise the right to terminate the Licence under Clause 5 unless a period of notice as specified in Item 13 of Schedule 1 has been given to the Holder.

## **PART 2 - RIGHTS OF OTHER OCCUPIERS**

### **7. OCCUPATION BY UNLICENSED OCCUPANTS**

#### **7.1 Holder to cooperate in eviction of Third Party Occupants**

The Holder agrees that if the Minister decides that it is justified in taking action against a Third Party Occupant under the provisions of Sections 9.4 or 9.5 (Part 9 Division 9.2) of the Act, then the Holder will assist the Minister with;

- i. identification of that Third Party Occupant's equipment
- ii. ensuring a safe working environment
- iii. identification of access to and within the Site

and the Minister acknowledges that the Holder will not undertake any actions that would render it guilty of committing an offence under any relevant State or Commonwealth legislation.

#### **7.2 Notice in Respect of Occupants**

The Minister may at any time serve upon the Primary User of the Site written notice under this clause requesting provision by the Holder, to such extent it may have actual or imputed knowledge, of particulars in respect of Third Party Occupants. The Holder must within 14 days of receipt of the written notice provide to the Minister the following particulars:

- (a) the full name, address and Australian Corporation Number (if applicable) of each Third Party Occupant; and
- (b) details of the period or periods of occupation of the Site by each Third Party Occupant by reference to specific dates;

## **PART 3 - HOLDER'S RENT AND OUTGOINGS**

### **8. PAYMENT OF RENT**

#### **8.1 Payment of Rent CPI**

- (a) For the purposes of this clause:

Licence: 612987

"Initial Rent" means the Rent payable under this Licence in respect of each Site as is specified in each Site Appendix.

"CPI Review Date" means each anniversary date of the Due Date.

"CPI Review Period" means the period between each CPI Review Date.

"Due Date" means the date for payment of Rent under this Licence as is specified in Item 3 of Schedule 1.

"Market Rent Review Date" means the date described as such in Item 4 of Schedule 1.

"Market Rent Review Period" means the period between each Market Rent Review Date.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the Rent hereinafter provided.
- (c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date Rent in advance adjusted as hereinafter provided.
- (d)
  - i. On the CPI Review Date the Rent shall be adjusted in accordance with the following formula:

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

Where:

R represents the adjusted Rent;

B represents the annual Rent payable during the year preceding the CPI Review Date;

C represents the Consumer Price Index number for the last quarter for which such a number was published before the CPI Review Date; and

D represents the Consumer Price Index number for the last quarter for which such a number was published before the immediately preceding CPI Review Date (or if there is no immediately preceding CPI Review Date then the Commencement Date).

- ii. In this clause "Consumer Price Index number" in relation to a quarter means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician. In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
- iii. If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.

Page 10 of 32

Licence: 612987

- iv. Any Rent adjusted under this subclause shall be adjusted to the nearest whole dollar.
- (e) In addition to the indexation review provided for in subclause (d) on the first Market Rent Review Date after commencement and thereafter on each Market Rent Review Date the Rent may be redetermined by the Minister pursuant to the provisions of Sections 6.5, 6.7 and 6.8 of the Act.
- (f) A redetermination of Rent for the purposes of subclause (e) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.
- (g) Where the Minister does not redetermine the Rent as provided for in subclause (e) he may redetermine the Rent pursuant to the provisions of Sections 6.5, 6.7 and 6.8 of the Act at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
- (h) Where the Minister does not redetermine the Rent on the First Market Rent Review Date or a Market Rent Review Date as provided for in subclause (e) the Holder may by notice in writing served on the Minister require that the Minister redetermine the Rent pursuant to the provisions of Sections 6.5, 6.7 and 6.8 of the Act. Where the Holder requires the Minister to redetermine the Rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.
- (i) Subject to the provision of subclause (j) a redetermination of Rent as provided for in subclauses (e)(g) and (h) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section 6.7 of the Act even if an objection or appeal under Section 6.8 has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
- (j) A redetermination of Rent made before its relevant Market Rent Review Date as provided for in subclause (e) shall take effect from the relevant Market Rent Review Date even if an objection or appeal under Section 6.8 of the Act has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
- (k) The Holder acknowledges that the Minister may make a direction under Section 12.16 of the Act in respect of any Rent payable under this Licence.

## 8.2 Goods and Services Tax

### (a) Definitions

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

### (b) Amounts GST Exclusive

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

### (c) Responsibility for GST

- i. Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- ii. The recipient must pay the amount referred to in subclause (c) i in addition to and at the time payment for the taxable supply is required to be made under this Licence.

### (d) Valuer/Umpire to return GST Exclusive Value

Page 11 of 32

Licence: 612987

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence.

**9. CONTINUING OBLIGATION**

The obligation of the Holder to pay the Rent is a continuing one during the Term of this Licence and any extension of it.

**10. NO REDUCTION IN RENT**

Subject to this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission impair reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence.

**11. HOLDER TO PAY RATES AND OTHER CHARGES**

- (a) **Holder to pay:** The Holder must pay all rates, taxes (including Land tax on a proportional basis), assessments, duties, charges and fees charged by any authority, which are charged, levied or imposed in respect of the Site only.
- (b) **Minister can request evidence of payment:** The Holder must produce to the Minister receipts for payments that the Holder is required to make under this clause if requested by the Minister.
- (c) **Services:** The Holder must pay all proper charges for gas electricity water or other services supplied to or consumed in or on the Site and must all pay all charges in respect of any telephone services connected to the Site.

**12. HOLDER TO PAY COST OF WORK**

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

**13. COSTS OF THE MINISTER**

**13.1 Holder to pay Minister's costs**

The Holder will pay in full the Minister's reasonable legal costs the fees of all consultants and all duties fees charges and expenses incurred reasonably, properly and in good faith by the Minister in consequence of or in connection with or incidental to:

- (a) any variation of this Licence made otherwise than at the request of the Minister;
- (b) any application for the consent of the Minister under this Licence;
- (c) any and every failure to comply breach or default by the Holder under this Licence;
- (d) the exercise or attempted exercise of any right power privilege authority or remedy of the Minister under or by virtue of this Licence;
- (e) the examination of plans drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Site by the Holder and the inspection of it, in this case the costs to be mutually agreed
- (f) any entry inspection examination consultation or the like which discloses a breach by the Holder of any covenant of this Licence.

**13.2 Minister to pay Rent redetermination costs**

The Minister will pay direct and external consultants in relation to costs incurred for any Rental redetermination matter without reimbursement from the Holder.

Page 12 of 32

Licence: 612987

**13.3 Holder to reimburse the Minister**

Whenever the Holder requests the Minister to do any act, matter or thing under this Licence which it is not otherwise required to do under this Licence, the Holder will reimburse the Minister for all reasonable costs and expenses incurred in complying with that requirement.

**13.4 Minister and holder to pay own costs**

Each party is to pay its own costs in relation to the preparation and completion of this Licence.

**14. INTEREST ON OVERDUE MONEY**

Interest on any money due and payable to the Minister under this Licence is payable in accordance with the provisions of section 12.12 of the Act and shall for the purposes of this Licence be deemed to be Rent in arrears.

**15. MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Licence must be paid to the address or bank account specified in Item 5 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder.

**PART 4 - OBLIGATIONS AND RESTRICTIONS RELATING TO SITE**

**16. ACCESS**

**16.1 Minister's Directions Regarding Access Routes, etc**

Subject to the subclauses hereunder the Holder is responsible to ensure the continuity and maintenance of access to the site.

Where the agreed access route to the Site is located within Crown land or Crown public road the Holder is entitled as of right to pass and repass to the Site at all times, provided that;

- (a) the Holder must strictly always observe the reasonable directions and requirements of the Minister regarding the methods and routes of access to the Site taken by the Holder;
- (b) the Holder that is the Primary User of the Site must at the Holder's cost comply with the reasonable directions of the Minister, which it is agreed the Minister may give at any time during the Term, concerning the installation of gates or fences upon the Site or at the entry to and in the immediate vicinity of each designated route of access to the Site; and
- (c) the Holder will not, without having obtained the prior agreement of the Minister (not to be unreasonably withheld), deviate from the agreed route of access to the Site.
- (d) subject to compliance with the *Telecommunications Act*, the Holder is entitled to exercise such rights of access over the land depicted in the Access Plan as it is entitled to under the *Telecommunications Act*.
- (e) if the Holder has shown the position of its intended access on the Access Plan and described the nature of the activity to be conducted on the land depicted in the Access Plan at those positions, then in respect of that access, the Minister will not require further notice.
- (f) except to the extent that notice is not required, nothing in this Licence is deemed to be a waiver of any rights of the Minister under the *Telecommunications Act* in respect of the land depicted in the Access Plan, or to relieve the Holder of any of its other obligations.
- (g) The Holder as far as is practicable, is required to use existing access tracks to, from, within and surrounding the Site.

Licence: 612987

**16.2 Use by Public**

Unless with the prior consent of the Minister (not to be unreasonably withheld), the Holder will not permit members of the public to be within the Site or permit vehicle access, on tracks where the principal purpose of such tracks is to service infrastructure owned by the Holder, and/or where the track is principally used for bushfire management activities in favour of such infrastructure.

**16.3 Condition of the Access Track across Crown land**

- (a) No warranty is given by the Minister as to the condition or state of repair of the access track across Crown land as at the commencement of this Licence and throughout the Term or the suitability of the access track for the purposes for which it is to be used and the Holder has not relied in any way upon any representations or assurance by the Minister or on his or her behalf in entering into this Licence.
- (b) The Holder accepts the access track across Crown land in its present condition and state of repair and subject to all defects, if any, whether latent or patent.
- (c) The Minister shall be under no obligation or liability of any kind to maintain, replace, repair or rebuild the whole or any part of the access track across Crown land.
- (d) If directed to do so by the Minister the Holder that is the Primary User of the Site will contribute to the cost of the maintenance of the access track if the access track is being maintained by another government agency or Crown land manager.
- (e) The Holder that is the Primary User of the Site shall ensure that the access track across Crown land is maintained at least to the condition the access track was in as at the Commencing Date or first access.
- (f) The Minister acknowledges that the Holder may levy Third Party Occupants for the cost of the repairs and maintenance to the access track on an equitable basis.
- (g) The Holder shall maintain any fire trails or fire access identified in bush fire management committee fire trail register on the Minister's land where the track is principally used to service infrastructure owned by the Holder, and/or where the track is key to bushfire management activities in favour of such infrastructure.

**17. MAINTENANCE OF SITE**

In all respects, the Holder will keep the Site, and will ensure that the Site is kept, clean and tidy and in good order, repair and condition, having regard to the extent of the Holder's occupation of the Site under this Licence and subject to fair wear and tear.

**18. HOLDER TO ERECT BARRICADES ETC**

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

**19. NO RESIDENCE ON SITE**

The Holder will not reside or permit any other person to reside on the Site.

**20. HOLDER NOT TO REMOVE MATERIALS**

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance from on or in the Site or permit any other person to undertake such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) does not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this

Page 14 of 32

Licence: 612987

Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.

- (c) A failure by the Holder to comply with any condition imposed pursuant to subclause (a) constitutes a failure by the Holder to comply with a provision or covenant of this Licence.

**21. ADVERTISING AND SIGNS**

- (a) Holding Number: The Holder must ensure that the Licence Number specified on each Site Appendix is clearly displayed in accordance with the requirements of the Minister. The Holder must ensure that such sign is kept painted so that it is clearly legible throughout the Term
- (b) The Holder must not permit to be displayed or placed on the Site or any part of them any sign, advertisement or other notice without first obtaining the Minister's written consent other than safety signs, in respect of which the Minister's consent will not be required; and
- (c) The Minister may at any time by notice in writing require the Holder to discontinue to use any piece or mode of advertising to which the Minister has granted consent under subclause (a) which in the opinion of the Minister has ceased to be suitable or has become unsightly or objectionable and the Holder on receipt of the notice must comply accordingly.

**22. NOTIFICATION OF ACCIDENT**

The Holder will give to the Minister prompt notice in writing of:

- (a) any serious accident or serious defect at or in the Site involving the Holder or any part of it; or
- (b) circumstances in which the Site is seriously defective unsafe weakened out of repair in any way or likely to cause any serious danger risk or hazard to the Site or any person in it of which the Holder is or ought reasonably to be aware, unless such defect unsafeness weakness or want of repair is capable of being and is promptly remedied by the Holder.

**23. RODENTS AND VERMIN**

The Holder will take all reasonable precautions to keep the Site free of rodents vermin insects and pests and will in the event of failing to do so if required by the Minister but at the cost of the Holder employ from time to time pest exterminators approved by the Minister whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Holder will not use any substance prohibited by any legislation or any regulation thereunder and will ensure that anyone acting on the Holder's behalf does not do so.

**24. HOLDER TO ERADICATE NOXIOUS PLANTS ANIMALS ETC**

The Holder will take steps to eradicate or control all noxious plants noxious animals and noxious insects on the Site which it may by law be required to eradicate or control.

**25. BUSHFIRE**

- (a) The Holder will not carry out any hazard reduction burning on the Site except with any necessary approval from the Rural Fire Service and any required environmental approvals.
- (b) Without limiting any other provision of this Licence and subject to subclause (d) below, the Holder:
  - i. shall comply, at its cost, with any requirements imposed upon it, as occupier of the Site, including bush fire hazard reduction requirements under the *Rural Fires Act 1997*;

Page 15 of 32

Licence: 612987

- ii. shall maintain any fire trails and undertake bush fire hazard reduction activities necessary for the protection of the Holders infrastructure at its cost; and  
to the extent necessary for these purposes
- iii. may, with the prior written approval of the Minister which must not be unreasonably withheld, enter on the land of the Minister adjoining the Site.
- (c) If the Holder fails to carry out the requirements referred to in subclause (b)I, the Minister may do so and recover the cost from the Holder.
- (d) The provisions of subclauses (b)II and (c) do not operate if it is necessary for the Holder to enter the land of the Minister adjoining the Site and the Minister's approval to enter that land has been refused.

#### 26. HOLDER NOT TO COMMIT NUISANCE ETC

The Holder will not:

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

#### 27. HAZARDOUS SUBSTANCES

The Holder must not keep any Hazardous Substance on the Site without prior consent of the Minister, which consent shall not be unreasonably withheld.

#### 28. NO BREACH BY PERMITTED USE

The Minister agrees that the usual carrying on by a Holder of the Permitted Use will not constitute a breach of clauses 26 or 27 provided that the *Telecommunications Act*, Code of Practice, any regulation under the *Telecommunications Act* and all applicable laws are complied with by the Holder.

#### 29. ARTEFACTS AND RELICS

- (a) Artefacts: The Holder agrees that:
  - i. For the purposes of this clause, "Artefacts" means and includes all artefacts, fossils, coins, articles of value, articles of antiquity, structure and other remains or things of geological, historical or archaeological interest discovered on or under the surface of the Site;
  - ii. All Artefacts are deemed the property of the Minister;
  - iii. The Holder will immediately notify the Minister of the discovery of any Artefacts;
  - iv. The Holder will take every precaution not to remove or damage the Artefacts:
- (b) Relics:
  - i. The Holder shall take every precaution in drilling, excavating or carrying out other operations or works on the Site so as not to disturb, damage, destroy or deface any Aboriginal place or Aboriginal object, as defined under the *National Parks and Wildlife Act 1974*;
  - ii. If the Holder becomes aware of an Aboriginal object or place within the Site, the Holder shall notify the Director General of the National Parks and Wildlife Service

Page 16 of 32

Licence: 612987

of the existence of such object or place within 24 hours;

- iii. The Holder must not continue any operations or works within the Site likely to interfere with or disturb any object or item unless the Holder has complied with the *National Parks and Wildlife Act 1974*.

### **30. TRIGONOMETRICAL STATIONS**

#### **30.1 No Interference with reserved Crown land**

The Holder acknowledges that where the Site or any part of it comprises Crown land (within the meaning of the Act) reserved from sale for trigonometrical purposes or where the Site or any part of it is adjacent to a trigonometrical station it is important that clear lines of vision from survey marks cairns masts and vanes placed on the Site to neighbouring trigonometrical stations be maintained at all times. The Holder therefore covenants with the Minister that it will not:

- (a) knowingly interfere with or knowingly permit any person within its control to interfere with any survey marks cairns masts and vanes in connection with any trigonometrical station on the Site and the unrestricted right of access to such station by persons authorised by the Minister; or
- (b) erect or permit any person to erect any structures or obstacles on the Site and shall not plant or permit any person to plant any trees on the Site which would make observations to and from any trigonometrical station difficult to effect or would obstruct signals from satellites used for positioning purposes.

and further covenants with the Minister that the Holder, when intending to occupy land in the vicinity of a trigonometrical station or mark, will obtain sufficient information from the Office of the Surveyor General so as to ensure its Facilities do not interfere with the trigonometrical station as covenanted in this clause.

#### **30.2 Stations to be Preserved**

The Holder will take all reasonable precautions not to interfere with any trigonometrical station on the Site and the cairns masts and vanes which might be erected on such station.

#### **30.3 No Interference with Equipment**

The Holder shall not carry on any activity on the Site which would have the effect of impairing, interfering with or stopping the proper electronic functioning of equipment at any trigonometrical station.

#### **30.4 Minister to Have Access**

The Holder will allow the Minister, its servants, agents and officers representing the Office of the Surveyor General access at all reasonable times to the Site for the purpose of gaining access to any trigonometrical station on the Site. Persons representing the Office of the Surveyor General must comply at all times with the Holder's safety and other reasonable directions.

### **31. COMPLIANCE WITH LEGISLATION AND STANDARDS**

#### **31.1 Holder to Comply**

The Holder shall comply with the requirements of all relevant Australian Standards Commonwealth and State Legislation.

#### **31.2 Holder to Give Notice**

Where it becomes known or ought to be known to the Holder (including by way of notice served on the Holder by the Minister) that radio frequency radiation levels emanating from any structure or thing located on the Site exceeds the "non-occupational" maximum exposure level as specified in

Page 17 of 32

Licence: 612987

the Australian Standards (as amended from time to time) (the "Maximum Radiation Level"), then the Holder will:

- (a) where it has not been served with notice by the Minister, immediately notify the Minister of the fact that radiation levels exceed the Maximum Radiation Level; and
- (b) within 48 hours of notifying the Minister in accordance with the Clause above, or in the case where the Holder has been served with a notice by the Minister, within 48 hours of the Minister's notice make such necessary adjustments and alterations to the Site as the Minister may reasonably require, of the Holder and/or any Third Party Occupants (including the provision of adequate shielding at the source of the radiation), as will eliminate all radiation exceeding the Maximum Radiation Level and make the Site comply with the Maximum Radiation Level.

#### 31.3 Holder to Cease Operation

If the Holder fails to achieve compliance in regard to the Holder's Facility with the Maximum Radiation Level within seven (7) days of the fact of excessive radiation levels becoming known to the Holder, whether by notice or otherwise, the Holder will immediately shut down and cease the operation of the Site and will not start up or resume their operation until such time as the Australian Standards (as amended from time to time) can be complied with. In the event that the Holder fails to shut down and cease operation, the Minister may at the Holder's cost take all action it considers appropriate to shut down the Holder's operations on the Site.

#### 31.4 Holder to Comply with Environmental laws

In relation to its use of the Site, the Holder must, during the term, and in relation to the Site:

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

### 32. TIME TO BE OF THE ESSENCE

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

## PART 5 - IMPROVEMENTS AND PLANT

### 33. OWNERSHIP AND REMOVAL OF FACILITIES

#### 33.1 Improvements

- (a) For the purposes of this clause "Improvement" means any building, structure, facility, or work of the Holder but does not include any of those Improvements belonging to authorised licensees or Third Party Occupants.
- (b) **Owner of Improvements:** The Holder is deemed to be the owner of all Improvements on the Site at the Commencing Date regardless of whether the Holder constructed the Improvements or the Improvements were in existence prior to the Commencing Date.
- (c) **No construction of Improvements:** The Holder must not construct, effect, erect or undertake any Improvements on the Site without the prior written consent of the Minister, such consent not to be unreasonably withheld.

Page 18 of 32

Licence: 612987

- (d) **Property of Holder:** Any Improvement constructed, erected, effected or undertaken on the Premises during the Term is or becomes the property of the Holder, except for those Improvements belonging to any Third Party Occupants.
- (e) **Improvements not to be removed:** Subject to clause (f), the Holder must not remove, demolish, take away or pull down any Improvement.
- (f) **Removal of Improvements:** The Minister may notify the Holder that the Holder must remove or take away any Improvement and in doing so, the Holder must leave the Site in a clean and tidy condition at the Holder's own cost and expense on or before the Terminating Date.
- (g) On removal of any Improvement under this clause the Minister ceases to have any rights to the Improvement so removed.
- (h) Within one month or such other period as the Minister considers reasonable of the forfeiture, surrender or other determination of this Licence, the Holder may apply to the Minister to remove from the Land any of the Improvements (if any) effected or owned by the Holder or his predecessor's in title.
- (i) The Crown is the owner of all Improvements remaining on the Land on the expiry, forfeiture, surrender or other determination of this Licence except those that may be removed with the Minister's consent under this clause, or at the direction of the Minister under section 7.16 of the Act. No compensation is payable for those Improvements which become property of the Crown in accordance with section 7.16 of the Act.
- (j) Concrete footings and foundations need only be removed to a maximum depth of 100mm below the ground level other than where expressly directed by the Minister.

#### 33.2 Breakages

The Holder that is the Primary User of the Site will in the first instance at the Holder's expense make good any breakage defect or damage to the Site (including but not limited to broken glass). The Holder may recover on an equitable basis, the repair costs from any Third Party Occupant or other party.

#### 34. MINISTER'S RIGHT TO ENTER INSPECT AND REPAIR

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) and accompanied by an employee of the Holder enter upon the Site and view the state of repair of the Site and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within two months to repair the same.

### PART 6 - INDEMNITIES AND INSURANCE

#### 35. INDEMNITIES

##### 35.1 Indemnity for use of Site

- (a) **Holder indemnifies the Minister and the Crown:** The Holder indemnifies and will keep indemnified the Minister and the Crown from and against all actions, suits, claims and demands of whatsoever nature and all damages, costs, charges and expenses in respect of any accident, radiation event or injury to any person or property which may arise out of:
  - i. the Holder's use or occupation of the Site; and/ or
  - ii. the construction, installation, repair, replacement or maintenance of works as may be authorised under this Licence;
  - iii. any failure by the Holder to comply with the terms of this Licence.

Page 19 of 32

Licence: 612987

- (b) **Extent of Indemnity:** The indemnity in subclause (a) still applies even though the Holder has observed and performed the conditions of this Licence or that any such accident or injury arises from any act or thing, which the Holder may be authorised or compelled to do under this Licence but only to the extent that any act or thing of the Holder causes or contributes to any accident or injury or other damage or loss referred to in this clause.
- (c) **Indemnity to continue beyond the end of this Licence:** The obligations of the Holder under this clause continue after this Licence expires or is otherwise ended in respect of any act deed matter or thing happening before the expiry or end of this Licence.
- (d) **The Indemnities under this clause do not apply:** To the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister the indemnities under this clause do not apply.

#### 35.2 Exclusion of Consequential Loss

Despite any other provision of this Licence, both parties exclude, (and agree that they will have no rights against the other for) liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts undertaken either to the knowledge or where it should have been to the knowledge of either party.

#### 36. INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Holder will indemnify and keep indemnified the Minister from and against any and all actions suits claims demands proceedings losses damages compensation sums of money costs legal costs charges and expenses whatsoever arising from the non-compliance by the Holder with any State or Commonwealth legislation that may apply to the Holder's use and occupation of the Site and access thereto and the Holder's operation of its business from the Site and access thereto.

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

#### 37. INSURANCE - PUBLIC RISK

The Holder will effect and maintain for the Term, with a reputable and solvent insurer with respect to the Site(s) and the activities carried on in the Site(s) public risk insurance for an amount not less than the amount set out in Item 8 of Schedule 1 (or such other amount as a reasonably prudent Holder would secure) as the amount payable in respect of liability arising out of any one single accident or event. The Minister acknowledges that the Holder may effect the public risk insurance referred to in this clause pursuant to an insurance policy which is not specific as to the location of risk.

#### 38. INSURANCE - WORKERS COMPENSATION

The Holder covenants and agrees with the Minister that it has sufficient insurance against any liability which may arise at common law or by virtue of any relevant workers compensation legislation in connection with the performance of work or provision of services on or about the Site and the operation thereof.

#### 39. PROPERTY DAMAGE AND SPECIAL INSURANCES

- (a) The Holder must maintain in respect of the Site, a policy to insure the Holder's Improvements for their full reinstatement value against fire, lightning, storm, tempest, and all other risks to property which the Holder reasonably considers is appropriate to insure against.
- (b) The Holder will (without in any way limiting the liability of the Holder under any other provision of this Licence) forthwith take out and thereafter during the Term keep current such special insurances as may be required by the Minister from time to time being

Page 20 of 32

Licence: 612987

insurances which in the reasonable opinion of the Minister are commonly effected by owners Holders or contractors during or following the completion of major building work.

**40. PROVISIONS RE POLICIES**

- (a) All insurance policies to be required to be effected by the Holder pursuant to this Licence shall be in place prior to occupying any or all sites.
- (b) The obligations of the Holder pursuant to clauses 37, 38 and 39 will be satisfied by an appropriate endorsement to the Holder's master insurance policy for the risks set out in clauses 37, 38 and 39.
- (c) The Holder will produce to the Minister, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Holder pursuant to this Licence.
- (d) The Holder will not at any time during the Term do or bring upon the Site anything which it ought reasonably believe may render void or voidable any policy of insurance taken out by the Holder. If the Holder brings anything onto the Site whereby the rate of premium on such insurance shall be liable to be increased the Holder will obtain insurance cover for such increased risk and pay all additional premiums on the Site (if any) required on account of the additional risk caused by the use to which the Site is put by the Holder.
- (e) The Holder will use all reasonable endeavours to ensure that full true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**41. NO LIABILITY FOR FAILURE OF SERVICES**

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

**42. HOLDER NOT TO IMPOSE LIABILITY ON MINISTER**

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

**43. RELEASE OF MINISTER FROM LIABILITY**

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

Page 21 of 32

Licence: 612987

## **PART 7 – MINISTER’S WARRANTIES AND COVENANTS**

### **44. MINISTER’S WARRANTIES, COVENANTS AND ACKNOWLEDGMENTS**

#### **44.1 Interference**

- (a) The Minister acknowledges that the Permitted Use may rely upon the transmission and reception of radiofrequency emissions which may suffer interference from structures or facilities constructed in proximity to the Holder’s Improvements. The Holder has satisfied itself that as at the Commencing Date the Site is satisfactory for the Permitted Use.
- (b) The Minister shall not approve such structures or facilities or permit them to remain knowing they will cause interference to the Holder’s Improvements.

#### **44.2 No Consent to Interference**

The Minister covenants that the Minister must not knowingly or knowingly permit any person to do or do itself anything on or above or below the Site or proximate to the Site on land in which the Minister has an interest or to the Holder’s Improvements which is likely to cause radio frequency interference or which obstructs, interrupts or impedes the Holder’s use of the Site without the written consent of the Holder which must not be unreasonably withheld. In the event of the Holder advising the Minister of any breach of this clause, the Minister will, in good faith, use its best endeavours to cause the removal of such interference to the extent that it is lawfully empowered to do so.

#### **44.3 Quiet Enjoyment**

Subject to:

- (a) the Minister’s rights under this Licence;
- (b) any licences (whether exclusive or not) granted by the Minister to any Third Party Occupant under this Licence;
- (c) the occupation or use of the Site by any Third Party Occupant; and
- (d) the Holder complying with its obligations under this Licence,

the Holder may hold and occupy the Site without undue interference by the Minister or anyone claiming under the Minister.

### **45. CONTINUATION OF LICENCE AFTER SALE, DISPOSAL, ETC**

The Minister covenants that before there occurs any event whereby there is effected any sale or other disposition or transfer or relinquishment of control of the Site from the Minister (including without limitation a dedication or vesting of the Site under Part 2 or 4 of the Act), the Minister will give the Holder 12 months’ notice of the sale, however if the Minister is unable to give such notice the Minister will inform the Holder of the intention to sell or dispose of the Site as soon as reasonably possible and to the extent permitted by law execute all such documents and enter into and give effect to all such arrangements and agreements as may reasonably be necessary to ensure that the rights and entitlements of the Holder under this Licence are continued in full force and effect as if that event had not occurred, including without limitation requiring any person who, after the occurrence of that event, will come into the practical control or ownership of the Site (or any part of it) at the person’s expense to enter into all such agreements and documents with the Holder as may reasonably be necessary to ensure that the full effect and operation of this Licence is continued without regard to the happening of that event.

### **46. MAINTENANCE, ERECTION OR ADDITIONS TO FACILITIES**

- (a) Subject to this clause, and subject to the Holder first complying with the requirements of any statutory body with authority in respect of the Holder’s use or development of the

Page 22 of 32

Licence: 612987

Site, the Holder may at any time during the Term install and operate any Facilities on the Site.

- (b) The Holder may maintain any Facilities on the Site without prior written notice to the Minister, subject to subclause (f).
- (c) In relation to the conduct of the Permitted Use on the Site, this Licence does not in any way affect the obligation of the Holder to obtain any necessary approvals from any statutory body with authority in respect of the Holder's use of the Site.
- (d) Subject to subclauses (e) and (f), this Licence is not intended to add to, affect or derogate from, the rights and obligations of the Holder under Schedule 3 of the *Telecommunications Act* in relation to the Permitted Use or the exercise of any statutory rights in relation to the Site.
- (e) In the event the Holder makes alteration to the Site, adequate notice will be considered to have been given if that notice complies with the *Telecommunications Act* and Code of Practice, where it applies.
- (f) When applicable, for the purposes of paragraph 42 of Schedule 3 to the *Telecommunications Act*, the Minister acknowledges that the Rent payable under this Licence is adequate compensation for the Holder's occupation and use of the Site for the Permitted Use, and for the Holder's access to and from the Site under clause 16.1 of this Licence, being access via the routes identified on the relevant Access Plan for the Site.

## **PART 8 - MINISTER'S POWERS AND FUNCTIONS**

### **47. MINISTER AS PUBLIC AUTHORITY**

Nothing in this Licence in any way restricts or otherwise affects the Minister's discretion as to the use of the Minister's statutory powers as a public authority in matters of national security.

### **48. APPROVAL BY THE MINISTER**

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

### **49. OPINION OF THE MINISTER**

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient. If the Minister deem it necessary, such opinion will be formed after consultation with any New South Wales Government Department or other public authority or the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister is deemed to be exercising merely administrative functions.

Licence: 612987

## PART 9 - APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

### 50. COMPLIANCE WITH STATUTES AND OTHER INSTRUMENTS

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Site to the extent to which the Holder is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Site.
- (c) Unless expressly dealt with in this Licence, nothing in this Licence relieves the Holder from its obligation to, if applicable, comply with the *Telecommunications Act* or the Code of Practice, or any other relevant instrument made under or pursuant to them.
- (d) The Minister acknowledges that the Holder's use of the Site may constitute existing use rights which may not necessarily comply with the relevant zoning or permitted use of an authority for the Site.

### 51. NO MORATORIUM

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

### 52. SHARED FACILITIES

#### 52.1 Fee for sharing Licensed Infrastructure

A Holder who has constructed a Supporting Tower on the Site may charge a rent or fee to another Holder to reflect appropriately apportioned construction costs, structural capacity and maintenance of that Facility but that fee or rent must exclude any site value component.

#### 52.2 Shared Facilities and Rent Abatement

Subject to any other part of this Licence where the Holder uses a Supporting Tower owned or operated by another organisation on the Site and the licence or other arrangement between the Minister and that other organisation is due to expire or is being terminated the Minister shall prior to the expiration or termination of the licence or other arrangement notify the Holder in writing.

## PART 10 - GENERAL

### 53. CONSTRUCTION

#### 53.1 Construction in accordance with this Clause

This Licence shall be construed in accordance with this clause unless the context requires otherwise.

#### 53.2 Plurals

Words importing the singular include the plural and vice versa.

#### 53.3 Genders

Words importing any gender include the other genders.

Licence: 612987

**53.4 Persons**

A reference to a person includes:

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

**53.5 Headings**

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in construing this Licence.

**53.6 Clauses and Subclauses**

A reference to a clause includes all subclauses, paragraphs, subparagraphs and other components which form part of the clause referred to.

A reference to a subclause includes any sub-paragraphs and other components of the subclause referred to.

**53.7 Time**

A reference to time is a reference to local time in Sydney.

**53.8 Money**

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

**53.9 Defined Terms**

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

**53.10 Writing**

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

**53.11 Contra Proferentum**

No rules of construction shall apply to the disadvantage of any party responsible for preparation of this Licence or any part of it.

**53.12 Statutes**

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

**53.13 Licence**

A reference to this Licence shall include any extension or variation of this Licence.

**53.14 Priority**

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

**53.15 Warranties and Undertakings**

- (a) The Holder warrants that it:
  - i. has relied only on its own inquiries about this Licence; and

Licence: 612987

- ii. has not relied on any representation or warranty by the Minister or any person acting or seeming to act on the Minister's behalf.

- (b) The Holder must comply on time with undertakings given by or on behalf of the Holder.

**53.16 Further assurances**

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

**53.17 No merger**

- (a) Subject to its terms, nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the parties under any other agreement.
- (b) This Licence and any other agreement (other than an agreement between the Minister and Holder in respect of payment of compensation in respect of the Minister's statutory occupation of the Site which will terminate so far as that agreement concerns the Site upon the granting of this Licence) continue in full force and effect.

**53.18 Counterparts**

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

**53.19 Relationship of Minister and Holder**

Nothing contained or implied in this Licence will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Minister and the Holder. Specifically, the parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Holder and the Minister or either of them will be deemed to create any relationship between them other than the relationship of Minister and Holder upon the terms and conditions only as provided in this Licence.

**54. SEVERABILITY**

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

**55. NO WAIVER**

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

**56. NOTICES**

**56.1 Service of Notice on Holder**

Any notice served by the Minister on the Holder must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Holder at the address stated in Item 6 of Schedule 1 or such other address as the Holder notifies in writing to the Minister; or
- (b) if sent by email to the Holder's email address stated in Item 6 of Schedule 1 or such other email address as the Holder notifies in writing to the Minister; or
- (c) forwarded by prepaid security mail addressed to the Holder to the address stated in Item 6 of Schedule 1;

Page 26 of 32

Licence: 612987

and every such notice must also be served on the Holder's solicitors as they may be nominated from time to time, or such other address or facsimile number as the Holder's solicitors notify in writing to the Minister, by any methods identified in paragraphs (a),(b) and (c) of this clause.

**56.2 Service of Notice on Minister**

Any notice served by the Holder on the Minister must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Minister at the address stated in Item 7 of Schedule 1 or such other address as the Minister notifies in writing to the Holder; or
- (b) if sent by email to the Minister's email address number stated in Item 7 of Schedule 1 or such other email address as the Minister notifies in writing to the Holder; or
- (c) forwarded by prepaid security mail addressed to the Minister at the address stated in Item 7 of Schedule 1,

and every such notice must also be served on the Minister's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Holder's solicitors notify in writing to the Minister, by any methods identified in paragraphs (a),(b) and (c) of this clause.

**56.3 Notices**

- (a) Any notice served by the Minister or the Holder under this Licence will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons nominated in writing from time to time respectively by the Minister or by the Holder to the other.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the expiration of two (2) Business Days after the date of posting.
- (c) Any notice sent by email will be deemed to be served on the first Business Day after the date the email was sent.

**57. PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Minister and the Holder are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Minister to the Holder hereunder or where it is acting in its statutory capacity, then either the Minister or the Holder may give notice and particulars of such dispute to the other party.
- (b) Where a notice of dispute is served pursuant to this clause the parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the parties do not resolve the dispute within 20 business days after receipt of the notice (or such further period as agreed in writing between the parties) or agree as to:
  - i. the dispute resolution procedures to be adopted;
  - ii. the timetable for all steps in those procedures; and
  - iii. the selection and compensation of the independent person required for such procedures,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales. The President of the Law Society or the nominee will select the mediator and determine the mediator's remuneration.

- (a) Neither party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either party seeks urgent interlocutory relief.

Page 27 of 32

Licence: 612987

- (b) Either party may at any time bring negotiations or mediation to an end by serving upon the other party written notice stating that the dispute has failed to be resolved. Upon service of such notice both parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This subclause does not in any way limit a mediator's power to apportion fees under subclause (c).
- (c) Notwithstanding the existence of a dispute under this or any other clause of this Licence the parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

#### **58. CONTACT PERSON**

The Minister and the Holder each must nominate a person to contact about matters arising under the Licence. The persons so nominated are referred to in Item 9 of Schedule 1. The persons so nominated may be amended from time to time by notice in writing to the other party.

#### **59. APPLICABLE LAW**

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

#### **60. NO HOLDING OUT**

The Holder will not in connection with the Site or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement act deed matter or thing indicating that the Site or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Minister nor shall the Holder act as or represent itself to be the servant or agent of the Minister.

#### **61. WHOLE AGREEMENT**

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

#### **62. SITE APPENDICES**

##### **62.1 Each Site Appendix forms part of this Licence**

Each Site Appendix referring to this Licence Agreement (by reference to the Head Licence Number for this Licence Agreement or otherwise) incorporates the terms and conditions of this Licence Agreement, and operates as a licence in respect of each Site specified in that Site Appendix as if the terms and conditions of this Licence Agreement were fully set out in and formed part of that Site Appendix together with such other terms and conditions as it may include.

##### **62.2 Site Appendix may vary this Licence Agreement for any Site**

A Site Appendix may contain terms or conditions which add to or vary the terms of this Licence Agreement only in respect of the Site to which it applies, and in that event those terms or conditions prevail over the terms and conditions of this Licence Agreement insofar as concerns those Site.

##### **62.3 Execution by Authorised Officers**

A Site Appendix is lawfully executed by the Minister or the Holder, as may be the case, if executed by an officer of the Minister or the Holder specified in Item 9 of Schedule 1, or such other duly

Page 28 of 32

Licence: 612987

authorised person as either of them may appoint in writing to act in that capacity from time to time.

### 63. DEFINITIONS

In this Licence unless the contrary intention appears:

**Act** means the Crown Land Management Act 2016;

**Access Plan** means the drawing annexed to a Site Appendix depicting the Site and a description of the route of access to the Site;

**Additional Licence** means a licence or other right of occupation agreed by the Minister with any Third Party Occupant;

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

**Carrier** has the same meaning for that term as is set out in the *Telecommunications Act*;

**Code of Practice** means the code made by the Minister pursuant to Schedule 3 of the *Telecommunications Act* in relation to the activities of Carriers;

**Commencing Date** means in respect of each Site, the commencement date as referred to in the relevant Site Appendix;

**Crown land** has the same meaning for that term as is set out in the *Crown Land Management Act 2016*;

**Crown land manager** has the same meaning for that term as is set out in the *Crown Land Management Act 2016*;

**Environmental Law** means any Law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment;

**Facilities** means has the same meaning for that term as is set out in the *Telecommunications Act* and includes (without limitation) any part of the infrastructure of the Holder's telecommunications network or any line, equipment, apparatus, tower, mast, antennae, tunnel, duct, hold, pit, pole, cabin, or other structure or thing used, or for use, in or in connection with that telecommunications network;

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

**Improvements** means any plant equipment fittings or improvements in the nature of fixtures existing, brought onto the Site by, on behalf of, or at the request of the Holder;

**Install and Installation** have the same meaning for those terms as is set out in the *Telecommunications Act*;

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

**This Licence** means this Licence Agreement, any Site Appendix incorporating this Licence Agreement and all Annexures hereto;

**This Licence Agreement** means the terms and conditions set out in this agreement, including Schedule 1, and may be referred to as the Head Licence in any Site Appendix.

**Maintain** has the same meaning for that term as is set out in the *Telecommunications Act*;

**Minister** means the Minister administering the *Crown Land Management Act 2016* and any person

Page 29 of 32

Licence: 612987

acting under the Minister's direction and control with respect to the administration of this Licence;

**Permitted Use** means the use referred to in Item 10 of Schedule 1;

**Plan** means the drawing annexed to a Site Appendix depicting the Site, including the Facilities and any Supporting Tower;

**Primary User** means an organisation that has an agreement with the Minister for access to Crown land to develop, maintain and operate aboveground communications infrastructure;

**Regulations** means the regulations made under the Crown Land Management Act 2016;

**Related Body Corporate** has the same meaning for that term as is set out in Section 9 of the *Corporations Act 2001* (Cth);

**Rent** means the Licence Fee referred to as the Holder's Rent reserved under Part 3 of this Licence;

**Site** means the area within and including the perimeter fencing containing any Supporting Tower and all associated Facilities as described in each Site Appendix and shown on the Plan annexed to a Site Appendix;

**Site Appendix** means a licence granted in the form of one of the Site Appendices attached to this Licence Agreement in respect of each Site in the manner set out in Clause 62, and duly executed by the Minister and the Holder;

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

**Supporting Tower** means a Tower or other structure standing within a Site capable of supporting any Facilities of the Holder or of a Third Party Occupant;

**Telecommunications Act** means the *Telecommunications Act 1997* (Cth) as it may be amended or repealed or replaced from time to time;

**Telecommunications Facility** has the same meaning as Facility;

**Term** means the term of operation of this Licence as specified in Item 12 of Schedule 1 and in relation to each site as is specified in each applicable Site Appendix, and where the context reasonably permits any lawful holding over period;

**Terminating Date** means the date on which this Licence expires is revoked or otherwise ceases to have effect under the provisions of this Licence;

**Third Party Exclusive Areas** means any part of the Site in respect of which someone other than the Holder has been granted an exclusive right of occupation by the Minister or a predecessor in title;

**Third Party Occupant** means any person, other than the Holder, who is or is proposing to be transmitting or receiving telecommunications on and from all or any part of the Site, whether licensed by the Minister or not and whether a Carrier or otherwise;

**Tower** has the same meaning for that term as is specified in the *Telecommunications Act*.

Licence: 612987

### SCHEDULE 1

Item	Paragraph No	Column 1 (description of variable particulars)	Column 2 (particulars)
1.		Minister	The Minister administering the Crown Land Management Act 2016
2.		Holder	TENTERFIELD SHIRE COUNCIL ABN 85 010 810 083 247 ROUSE ST TENTERFIELD NSW 2372
3.	8	Due Date for Payment of Rent	1st July in each year of the Term and any holding over period
4.	8	Market Rent Review Date	The date of expiry of each period of five (5) years after 1st July 2007
5.	15	Address for Payment of Rent	Department of Planning, Industry & Environment – Crown Lands PO Box 2155 Dangar NSW 2309
6.	56	Holder's Address for Service of Notices	PO BOX 214 TENTERFIELD NSW 2372  Email: council@tenterfield.nsw.gov.au
7.	56	Minister's Address for Service of Notices	Department of Planning, Industry & Environment - Crown Lands PO Box 2215, DANGAR NSW 2309  Email: telecommunications@crowland.nsw.gov.au
8.	37	Public risk Insurance Amount	\$20 Million
9.	58	Minister's Contact Person	Director Business Centre, Department of Planning, Industry & Environment - Crown Lands,  Level 3, 437 Hunter Street Newcastle NSW 2300 Phone: 1300 886 235
	58	Holder's Contact Person	Name: Manager Property & Buildings Address: 247 Rouse St, Tenterfield, NSW 2372 Phone: 02 6376 6000 Email: council@tenterfield.nsw.gov.au

Page 31 of 32

Licence: 612987

	34	Holder's Contact in case of Emergency	Contact: Manager Open Space, Regulatory & Utilities Supervisor Phone: 02 6376 6000
10.	1	Permitted use	Installation, operation and maintenance of Telecommunication Facilities or such other use as is stipulated in the relevant Site Appendix
11.	5	Term	20 years from the commencement date of any associated Site Appendix
12	5	Period of Notice	Six (6) months or any longer period the Minister considers reasonable.
13.		Head Licence Commencement Date	1st July 2007

\*\*\*\*\*End of Schedule 1\*\*\*\*\*

### SITE APPENDIX LICENCE

THIS IS A SITE APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE MINISTER ADMINISTERING THE CROWN LAND MANAGEMENT ACT 2016 AND TENTERFIELD SHIRE COUNCIL ABN 85 010 810 083.

IN ACCORDANCE WITH THE PROVISIONS OF HEAD LICENCE 612987, THE TERMS AND CONDITIONS OF THE HEAD LICENCE ARE VARIED BY AND INCORPORATED INTO THIS SITE APPENDIX AS IF THEY WERE FULLY SET OUT IN THIS SITE APPENDIX

Licence Details	
Minister's Reference	Head Licence No: 612987 Head Licence Commencement Date: 1st July 2007 Site Licence No: 609962 File Ref: 19/08954 Special Purpose Holding: No
Holder's Reference	NOT HELD
Location of Site	
Parish	STRATHEARN
County	CLIVE
Local Government Area	TENTERFIELD
Locality	TENTERFIELD
Deposited Plan	7003//92653
Land Status	Reserve No: 21673 & 91741
Text Description	Client Reference NOT HELD; ACMA Id 130220 - Tenterfield Council Site MT MACKENZIE
Plan	The Plan annexed to this Site Appendix
Access Plan	The Access Plan annexed to this Site Appendix (if applicable)
Rent & Term	
Commencement Date	1st May 2019
Terminating date	30th April 2039
Initial Rent	\$8,014.00 <b>Note:</b> this Rent is subject to CPI increases and redetermination as set out in the Head Licence
IPART Density Category	Low
IPART Site Usage Category	Primary User

Site Appendix No: 609962

**Special Conditions**

**1. Plan**

The Holder is to provide an up to date identification survey of the site including exclusive and non-exclusive areas. Such plan must also show connections to existing surveyed cadastral boundaries.

**2. Aboriginal Land Claim (ALC)**

(a) The Holder is granted this Licence as it applies to this Site subject to a possible Aboriginal Land Claim over this Site and each parcel of land required to provide access to this Site as provided in s36 of the Aboriginal Land Rights Act 1983.

(b) Notwithstanding any other provision of this Licence or this Site Appendix, this Licence shall terminate as it applies to this Site and each parcel of land required to provide access to this Site in the event that the Minister determines that this Site and/or a parcel of land required to provide access to this Site is claimable Crown land or a Court determines that this Site and/or a parcel of land required to provide access to this Site is claimable Crown land.

(c) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation, costs or damages in respect of the termination of this Licence as it applies to this Site and/or a parcel of land required to provide access to this Site by operation of this clause.

**3. Land Subject to Aboriginal Land Claim (ALC)**

(a) This Site or a parcel of land required to provide access to this Site is subject to an Aboriginal Land Claim pursuant to the Aboriginal Land Rights Act 1983 ("the ALRA"), being claim number 9002 lodged with the Registrar under the ALRA on 19th December 2005. Should investigations reveal that this Site and/or a parcel of land required to provide access to this Site was claimable Crown land within the meaning of the ALRA when the claim was made, this Site and/or a parcel of land required to provide access to this Site (as may be relevant) will be granted to the relevant Aboriginal Land Council and this Licence as it applies to this Site and each parcel of land required to provide access to this Site will be terminated from the date of the grant.

(b) Except as may be expressly provided for in this Licence, the Holder acknowledges and agrees that the Holder will not be entitled to any compensation, costs or damages in respect of the termination of this Licence as it applies to this Site and/or a parcel of land required to provide access to this Site by operation of this clause.

**4. Bushfire**

(a) The Holder acknowledges and accepts it is responsible for ensuring its Facility complies with NSW Rural Fire Service (RFS) standards and practice notes, including current RFS practice note '1/11 Telecommunication Towers in Bush Fire Prone Areas, version 2 February 2012'.

(b) The Holder acknowledges and accepts responsibility for managing and bearing all costs associated with the maintenance of the Asset Protection Zone (APZ), as shown in diagram titled 'Tenterfield Shire Council Detail Survey of Part Lot 7003 in DP92653 - Mount Mackenzie Tower Site,' 'Drawing number TE190506-SV1', last revised on 05/07/2019.

**5. Transfer upon grant of Aboriginal Land Agreement**

(a) Despite anything else in this Licence, the Holder agrees to and approves of the transfer of this Licence as it applies to any or all of this Site (which for the purposes of this clause, includes any access routes associated with use of the Site) without any further notice if an Aboriginal Land Agreement (ALA) within the meaning of section 36AA(1) of the Aboriginal Land Rights Act 1983, affecting the Site or part thereof, provides for the transfer of this Licence as it applies to any or all of this Site.

---

Site Appendix No: 609962

(b) Except as may be expressly provided for in this Licence, the Holder acknowledges and agrees that the Holder will not be entitled to any compensation, costs or damages in respect of the transfer of this Licence as it applies to any or all of this Site by operation of this clause.

(c) The Holder agrees that the date of transfer under this clause is the date provided for in the ALA, or if it is not so provided, the date the ALA is entered into.

(d) This clause constitutes an approval by the Holder of the transfer for the purposes of section 36AA(11) of the Aboriginal Land Rights Act 1983. The Minister may give notice to the Holder of the transfer of this Licence as it applies to any or all of this Site under this clause but is not required to do so to effect the transfer.

---

Site Appendix No: 609962

EXECUTION

Dated this                      day of                      20

Pursuant to section 2.18 of the Act, this site appendix licence is granted to TENTERFIELD SHIRE COUNCIL  
ABN 85 010 810 083 subject to the terms and conditions as set out above.

**SIGNED on behalf of TENTERFIELD SHIRE COUNCIL ABN 85 010 810 083**

by its duly authorised Officer / Attorney (insert name and position/capacity to sign) \_\_\_\_\_

in the presence of:

\_\_\_\_\_

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

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Print full name

**SIGNED by the delegate of the Minister administering the *Crown Land Management Act 2016* in the  
presence of:**

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

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Position held

\_\_\_\_\_  
Site Appendix No: 609962



<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Manager Open Space, Regulatory & Utilities
<b>Reference:</b>	<b>ITEM COM15/19</b>
<b>Subject:</b>	<b>TREE MANAGEMENT PLAN</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Community</b> - COMM 2 - Health and quality of life are supported by a wide range of recreation and leisure opportunities.
<b>CSP Strategy:</b>	Relevant community services, sporting facilities, open spaces and cultural infrastructure are maintained and improved.
<b>CSP Delivery Program</b>	Deliver, review and update Parks, Gardens and Open Space, Maintenance Programs across the Shire.

### **SUMMARY**

The Purpose of the Tree Management Plan is to manage the existing trees in the Shire especially the trees that have or are about to reach there safe useful life, and guide the planting of new trees in the Local Government Area.

### **OFFICER'S RECOMMENDATION:**

**That Council receive and note the Tree Management Plan as per Attachment 1 (Attachment Booklet 1).**

### **BACKGROUND**

Tenterfield Shire Council is located in the New England region of New South Wales, Australia. The Shire covers an area of more than 7,300 km<sup>2</sup> and contains a large range of fauna & flora that enhances the region. Council maintain a large range of deciduous trees visited by travelers, and enjoyed by the local community, for the vibrant autumn colors.

Tenterfield has mature, healthy trees that create a passageway throughout streets and parks that form habitat for birds and other wildlife. The community values and appreciates the town trees for their shade, appearance and economic support.

### **REPORT:**

Staff have been working on the development of a Tree Management Plan to highlight the objectives and focus attention on service development.

The Tree Management Plan addresses the following:

- Trees and their significance within parks and streetscape;
- Establish and assess the health and condition of existing trees;
- Provide and develop time frames and planning for the long term removal, and replacement of either street or park trees;
- Develop a consistent proactive management approach for the existing trees;
- Document community awareness and acceptance of tree management issues including tree removal, replacement and maintenance management of trees;
- Provide a framework for decision making;
- Establish future strategic direction for tree planting, protection and maintenance;
- Provide guidelines for tree removals, protection and replacements.

Our Community No. 15 Cont...

Trees managed under this Tree Management Plan are as follows:

- Street Trees;
- Trees in Parks and Gardens;
- Trees in council managed facilities.

The Tree Management Plan encompasses recreation reserves, open spaces and other Council managed sites, such as the saleyards, sports grounds, building enhancement and swimming pool facilities.

Council will monitor the progress and report on achievement of the goals of the Tree Management Plan, through the Parks, Gardens & Open Spaces Advisory Committee.

## **COUNCIL IMPLICATIONS:**

### **1. Community Engagement / Communication (per engagement strategy)**

The Tree Management Plan provides a good opportunity to review and ensure that the community is familiar with the strategies in place for tree management in the town and be able to address issues, if any with Council.

### **2. Policy and Regulation**

The following are the existing adopted policies or operational and management plans;

- Plan of Management for Parks & Sportsground (Res No 473/14) 2014
- Tenterfield Shire Council Operational Plan 2019-2020
- Tenterfield Shire Council Delivery Program 2017-2021
- NSW Local Government Act 1993
- The Pruning of Amenity Trees AS 4373-2007
- Protection of Trees on Developed Sites AS 4970-2009
- Tree Safety Management Plan AUS.-grid 2015
- Electrical Supply Act 1995
- Urban Green Cover NSW Technical Guide
- Tree Stock for Landscape use AS 2303-2019
- The Protection of Tree on development Site AS 4970-2009
- Statewide Mutual Best Practice Manual- Trees and Tree Roads 2011

### **3. Financial (Annual Budget & LTFP)**

Whilst Council has an adopted Operational Plan for the current year 2019/20 including fees and budgets, consideration is already being given to the development of the 2020/21 Budget.

The implementation of the Tree Management Plan will give Council the opportunity to review resources and costs which will be proposed in the development of the 2020/21 Operational Plan to support the maintenance plan and tree inspections schedule once the inspections of all trees have been carried out and documented.

### **4. Asset Management (AMS)**

Asset Management Plans will be updated as the Tree Management Plan is implemented and the audit of existing trees takes shape.

Our Community No. 15 Cont...

#### **5. Workforce (WMS)**

The Tree Management Plan aims to improve the current tree management practices by implementing processes that will allow improved clarity and efficiency for Council and provide an improvement in Council's ability to monitor and manage related risk.

#### **6. Legal and Risk Management**

Risk Management is an integral part of good asset management. The application of sound risk management allows for continual improvements in decision making and processes and is an essential consideration in the appropriate levels of service.

Trees are living organisms as such come with a level of risk, which require constant monitoring to maintain an acceptable and safe level.

It is not possible for Council to address all defects and eliminate all risks, however a risk assessment matrix is applied to each tree and high risk trees prioritised for review. The Tree Management Plan and is used to keep a documented record of the work inspected and completed.

#### **7. Performance Measures**

Nil

#### **8. Project Management**

Nil.

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member:	Mark Cooper
Approved/Reviewed by Manager:	Kylie Smith, Chief Corporate Officer
Department:	Office of the Chief Corporate Officer
Attachments:	<b>1</b> Attachment 1 (Attachment Booklet 1) - Tree Management Plan 53 Pages

<b>Department:</b>	<b>Engineering Department</b>
<b>Submitted by:</b>	Engineering Administration Officer
<b>Reference:</b>	<b>ITEM COM16/19</b>
<b>Subject:</b>	<b>ESSENTIAL ENERGY CUSTOMER &amp; NETWORK SERVICES - PRIVATE ELECTRICITY NETWORK ASSETS - BUSHFIRE &amp; ELECTRICAL SAFETY RISK MANAGEMENT</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 12 - We are a well engaged community that is actively involved in decision making processes and informed about services and activities.
<b>CSP Strategy:</b>	We partner with the community, business and Federal and State Government in the achievement of our goals.
<b>CSP Delivery Program</b>	Maintain strong relationships with all levels of Government and proactively seek involvement in decision making impacting our Shire and the New England Northwest Region.

#### **SUMMARY**

The purpose of this report is to inform Council of Essential Energy's correspondence in relation to private electricity network assets.

#### **OFFICER'S RECOMMENDATION:**

##### **That Council:**

- (1) Receive and note the report; and**
- (2) Inform the community with information provided by Essential Energy via the Council website.**

#### **BACKGROUND**

In correspondence forwarded to the Chief Executive (Attachment A), Essential Energy have advised that they are reinforcing private electricity network asset owners' responsibility with regard to legislated timeframes for defect rectification associated with these assets.

Provisions under the Electricity Supply Act 1995 require private asset owners to complete timely rectification of any network defects to mitigate risks to the safety of owners and occupiers, the broader community and the environment.

Some confusion has arisen over time about ownership of electrical assets such as power poles and other network assets.

#### **REPORT:**

The correspondence in Attachment A contains information and explanation concerning the determination of electrical network ownership and the responsibilities that private asset owners have for the undertaking of maintenance and rectification work.

To help private asset owners better understand their responsibilities, Essential Energy provides a range of information on their website, including FAQs, examples of privately-owned network asset configurations, common overhead power pole and

Our Community No. 16 Cont...

power-line defects and indicative rectification costs. Council can assist the community by providing links to this information on the Council website.

**COUNCIL IMPLICATIONS:**

**1. Community Engagement / Communication (per engagement strategy)**

Council to up load links and information to the Council website.

**2. Policy and Regulation**

Nil

**3. Financial (Annual Budget & LTFP)**

No implication.

**4. Asset Management (AMS)**

No implication.

**5. Workforce (WMS)**

No implications.

**6. Legal and Risk Management**

No implications.

**7. Performance Measures**

No implications.

**8. Project Management**

No implications.

**Fiona Keneally**  
**Director Infrastructure**

Prepared by staff member: Kelly Pitkin

Approved/Reviewed by Manager: Fiona Keneally, Director Infrastructure

Department: Engineering Department

Attachments: **1** Essential Energy - Private Network Assets **2** Pages



11 October 2019

Mr Terry Dodds  
Chief Executive  
Tenterfield Shire Council  
PO Box 214  
TENTERFIELD NSW 2372

Via Email: [t.dodds@tenterfield.nsw.gov.au](mailto:t.dodds@tenterfield.nsw.gov.au)

Dear Mr Dodds

As we advised members of State and Local Government in May 2018, to secure network safety Essential Energy has been reinforcing private network asset owners' responsibilities and ensuring legislated timeframes for defect rectification associated with these assets are adhered to by owners. This is particularly relevant as we start the bushfire season and in the midst of a drought; owners need to ensure their assets are in good working order, to minimise the risk of bushfires initiated by privately owned assets.

While, to date, complaints from owners have been below 1 per cent, I'm now writing in response to concerns raised recently in Parliament by the Member for Lismore that Essential Energy is gifting power poles to landholders. Please let me take this opportunity to clarify the facts around this for you and any of your residents who may raise similar concerns with you.

As background, Essential Energy is responsible for maintaining and repairing the electricity network to the customer connection point located on private land. Landholders are responsible for network maintenance beyond this point (as, similarly, all owners of home and business premises are responsible for internal wiring maintenance).

Determination of the connection point is based on the definition in the Service and Installation Rules of NSW – the industry standard for customer connection to the electricity distribution system, which reflects provisions under the *Electricity Supply Act 1995* (NSW).

Generally, private power poles and other network assets located beyond the connection point to the switchboard or meter were installed at the instigation of a landholder and have always been owned by them or by subsequent property owners. Unfortunately, confusion about ownership may have arisen when properties changed hands or were subdivided. In some cases, this has been compounded by Essential Energy undertaking maintenance or defect rectification work at its own expense to manage potential safety risks.

To resolve any past confusion and clearly indicate ownership going forward, Essential Energy Asset Inspectors are progressively ensuring that all power poles on a customer's property are appropriately labelled and recorded in its Asset Management System. We are not 'gifting' network assets beyond the connection point. They are already owned by the landholder.

Provisions under the *Electricity Supply Act 1995* require private asset owners to complete timely rectification of any network defects to mitigate risks to the safety of owners and occupiers, the broader community and the environment.

Following introduction of the Australian Energy Regulator's (AER's) Ring Fencing Guidelines in January 2018, Essential Energy is precluded from undertaking this type of rectification work at no cost to private network asset owners (unless, in rare circumstances, exceptions apply). Instead, owners are required to engage an appropriately qualified service provider and are responsible for associated costs.

---

PO Box 5730 Port Macquarie NSW 2444 | ABN 37 428 185 226  
Telephone: (02) 6588 6161 | Interpreter Services 13 14 50 | [essentialenergy.com.au](http://essentialenergy.com.au)

11 October 2019  
Private Network Assets

Page 2 of 2

To help private asset owners better understand their responsibilities, Essential Energy provides a range of information on our website ([www.essentialenergy.com.au/privateassets](http://www.essentialenergy.com.au/privateassets)), including FAQs, examples of privately-owned network asset configurations, common overhead power pole and powerline defects and indicative rectification costs.

We are conscious that the rectification costs may be difficult for some of our customers to bear, particularly during the current drought. Flexible payment plans or other financial options may be available for those experiencing financial hardship, in accordance with Essential Energy's Customer Support Policy. Landowners can call 13 23 91 to discuss their individual circumstances and arrange an eligibility assessment.

I would welcome the opportunity to discuss this with you in more detail, and can be contacted either by phone, on 02 6588 6161, or e-mail [luke.jenner@essentialenergy.com.au](mailto:luke.jenner@essentialenergy.com.au)

Residents with questions about private asset ownership can call 13 23 91 and select option 5 discuss their individual circumstances with our Private Assets team.

Yours sincerely



Luke Jenner  
**General Manager Customer & Network Services**

<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Manager Planning & Development Services
<b>Reference:</b>	<b>ITEM ENV21/19</b>
<b>Subject:</b>	<b>COMMUNITY PARTICIPATION PLAN - DRAFT FOR EXHIBITION</b>

<b>LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK</b>	
<b>CSP Goal:</b>	<b>Environment</b> - ENVO 9 - Our natural environment will be protected, enhanced and promoted for future generations.
<b>CSP Strategy:</b>	Land use planning provisions support and promote sustainable land use and management in the Shire.
<b>CSP Delivery Program</b>	Provision of advice and guidance on legislative compliance for the construction of dwellings and commercial/industrial buildings.

## SUMMARY

The purpose of this report is for Council to consider the draft Community Participation Plan (CPP) as required under the *Environmental Planning and Assessment Act 1979*. The CPP will set out Council's approach for encouraging the community to have their say on planning and development assessment matters in the Tenterfield Local Government Area. It is designed to be an easy to use guide for the community to know when and how they can provide input into planning decisions that could impact them and the future of our Shire.

## OFFICER'S RECOMMENDATION:

### That Council:

- (1) Exhibit the Draft Community Participation Plan be exhibited for community comment for 28 days in accordance with the requirements of the Environmental Planning & Assessment Act 1979; and**
- (2) Receive a further report detailing any community feedback at the conclusion of the exhibition period. Should Council receive no submissions at the close of the public exhibition period, the Community Participation Plan be adopted as exhibited.**

## BACKGROUND

Amendments to the *Environmental Planning and Assessment Act 1979* have included requirements for all NSW Planning Authorities, including Local Councils, to have community participation plans in effect by 1 December 2019.

This report recommends public exhibition of the Draft CPP for a period of 28 days seeking submissions from the public.

## REPORT:

Council currently outlines its community participation requirements and principles in Chapter 2 of Tenterfield Development Control Plan (DCP) 2014 and the Community Engagement Strategy (CES).

## Our Environment No. 21 Cont...

The CPP is intended to provide a single document that the community can access all details of Council's community participation requirements for statutory and strategic planning, including minimum mandatory exhibition timeframes as listed in Schedule 1 of the *Environmental Planning and Assessment (EP&A) Act 1979*.

A key legal function of the CPP is to inform the community of the minimum public exhibition timeframes for different types of development applications. The minimum public exhibition period for all development applications (except for complying development, State significant development and designated development) is 14 days, unless a CPP identifies a different time period or states that no public exhibition is required (clause 7 of Schedule 1 of the EP&A Act 1979).

The CPP should also set out the minimum public exhibition timeframes for strategic plan making. This includes draft CPPs, draft Local Strategic Planning Statements, planning proposals for local environmental plans subject to a gateway determination, reclassification of land from community to operational, draft development control plans and draft contribution plans.

**COUNCIL IMPLICATIONS:****1. Community Engagement / Communication (per engagement strategy)**

It is a requirement of the *Environmental Planning and Assessment Act 1979* that the draft CPP be exhibited for a minimum period of 28 days for community feedback. Council is required to publish its adopted CPP on the NSW Planning Portal before 1 December 2019.

**2. Policy and Regulation**

- No specific policy implications

**3. Financial (Annual Budget & LTFP)**

No direct impact upon Council's adopted budget.

**4. Asset Management (AMS)**

No implications.

**5. Workforce (WMS)**

No implications

**6. Legal and Risk Management**

No implications

**7. Performance Measures**

No implications.

**8. Project Management**

No implications.

Kylie Smith  
Chief Corporate Officer

## Our Environment No. 21 Cont...

Prepared by staff member:	Tamai Davidson
Approved/Reviewed by Manager:	Kylie Smith, Chief Corporate Officer
Department:	Office of the Chief Corporate Officer
Attachments:	<b>1</b> Attachment 2 (Attachment Booklet 1) - Draft Community Participation Plan 15 Pages

<b>Department:</b>	<b>Office of the Chief Executive</b>
<b>Submitted by:</b>	Work Health & Safety Risk Management Officer
<b>Reference:</b>	<b>ITEM ENV22/19</b>
<b>Subject:</b>	<b>INSTALLATION OF EMERGENCY SIRENS TENTERFIELD TOWN</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Environment</b> - ENVO 10 - Environmental risks and impacts are strategically managed.
<b>CSP Strategy:</b>	We are prepared, resourced and educated as a community to deal with natural disasters such as bushfires, storm and flood events.
<b>CSP Delivery Program</b>	Review and ensure the integration of Council current studies and plans into strategic land use planning and operational planning documents and policies to support our emergency management function.

#### **SUMMARY**

The purpose of this report is to provide council with information and advice required to make informed decisions on the viability, scope, use, activation, and community benefit on the proposed implementation of emergency community alert sirens.

#### **OFFICER'S RECOMMENDATION:**

**That Council does not install community emergency sirens in Tenterfield township based on the following;**

- 1. The Local Emergency Management Committee consideration and subsequent recommendation of 9 October 2019 is that Tenterfield Shire Council does not install community alert sirens;**
- 2. The recommendation from the New England Regional Emergency Management Officer; and**
- 3. The recommendation from the Northern Tablelands Rural Fire Service Group Officer; and**
- 4. The recommendation from Fire & Rescue NSW Inspector Wayne Zikan; and**
- 5. The availability of more advanced methods**

#### **BACKGROUND**

Due to the recent fire events effecting the Tenterfield Shire community, it has been resolved (Resolution 185/19) that the Chief Executive provide a report to the October Council meeting regarding the installation of emergency sirens in the Tenterfield Township to alert residents to imminent risks.

Community alerting sirens, whilst not common practice are still utilised in some communities as an additional method of warning the community about significant emergencies such as fire, hazardous material incidents, floods and severe storms.

A community alert siren means, that there is a significant emergency and you must seek further information as it may affect you.

## Our Environment No. 22 Cont...

Tenterfield Shire has an existing three station flood warning system (not fully functional) that is currently being reviewed and assessed for system improvements, deficiencies and the required community education and engagement. It must be noted that whilst this existing system can be utilised and expanded for other emergency events the methodology and warning alerts for a flood alert have quite different connotations than that of other emergency events.

**REPORT:**

The sole meaning of sounding a siren for community alerting is "seek further information" A siren signal alone must never be construed as a signal to evacuate or take any other action. However, the automated flood warning system when triggered will sound a warning that will require residents to evacuate, this must be considered.

When a community siren is used, the message is by its nature non-specific. It is the responsibility of individual community member to seek further information regarding the emergency. This information could be sourced via existing media such as, commercial radio, television, social media, mobile phones, web applications, web sites, social networks, family and friends and individual text messages and alerts.

Questions that may need to be asked in determining community needs

- What hazards could impact the community
- What existing alert systems operate in the community
- Can the existing community alert systems be improved without the introduction of sirens
- How will an alert siren help this community
- Is there indicative support for community alert sirens
- Are there community objections to a community alert siren
- Does the Local Emergency Management Committee (LEMC) endorse the use of community alert sirens
- Expansion of existing flood warning infrastructure
- Identification of the community or geographic area being considered as the target area for alerting and locations of the sirens
- Activation protocol
- Testing and maintenance

Constraints

There are a number of environmental factors that limit who in the community will hear a siren: these include distance, topography, vegetation and adverse weather conditions. Human constraints also exist: knowledge of what the siren means, hearing impaired, ability to wake people asleep and the number of community members living within the siren alert zone. Sirens are not a stand-alone means of warning the community and do not replace the need for people to monitor conditions around them.

- The New England Regional Emergency Management Officer Mr. Tony Byrnes has stated,

*"A community alert siren confuses the accepted Emergency Alert System now used which is activated where large numbers of vulnerable communities need to be provided information about an imminent emergency. Transmitted across land lines and mobiles, it's a voice message and specifies what, where, what to do etc."* (Email, 10/10/2019, 2.02pm).

Our Environment No. 22 Cont...

- The Northern Tablelands RFS Group Officer Mr. Brian McDonough has stated,

*"I have discussed this proposal with Superintendent Chris Wallbridge and we both agree that sirens are not required. Emergency services today have agreements with all the Telco infrastructure companies to use their networks (both mobile and landline) to deliver emergency warnings. Using this technology we can provide much more information than can be done using a siren."* (Email, 10/10/2019, 8.04pm)

- The Fire & Rescue NSW Inspector Wayne Zikan has stated,

*"If a need has been identified for a warning siren(s) in Tenterfield, then as you said that would trigger a lot of work on protocols and community education etc."*

*I don't believe it is necessary for FRNSW day to day response. A major incident that disrupts normal life in Tenterfield such as a building fire or hazmat spill would be handled through the current protocols and use of social media, including our dedicated media unit and facebook pages, radio etc."*

*I wouldn't dismiss it out of hand though I could only imagine it would be for specific and extreme events such as an urgent mass evacuation."* (Email, 16/10/2019, 8.53am)

- The Government of Western Australia State Emergency Management Committee conducted a review in 2017 and found the following;

*The Office of Emergency Management (OEM), on behalf of the State Emergency Management Committee (SEMC), has thoroughly investigated and consulted on this proposal. Support for community alert sirens was low; with respondents citing issues of infrastructure responsibility, siren effectiveness, availability of more advanced methods (e.g. Emergency Alert) and potential message confusion as barriers to implementation of such systems. That said, a small number of respondents recognised there may be some value in the use of sirens, in combination with other methods. Following consultation, an options paper was considered by the State Bushfire Coordinating Committee (SBCC) on 24 May 2017 for consideration. The SBCC subsequently recommended that the SEMC **not** establish State emergency management policy in relation to community alert sirens."*

## **COUNCIL IMPLICATIONS:**

### **1. Community Engagement / Communication (per engagement strategy)**

Community engagement and on-going education would need to feature heavily. Internal engagement campaign will be required for emergency agency and organisation members.

### **2. Policy and Regulation**

Nil.

### **3. Financial (Annual Budget & LTFP)**

Budget and financial implications would occur. If adopted, budgets would be determined at the project initiation and planning stages. These stages would require timely integration with the flood warning system review and scope to achieve possible costs savings.

Our Environment No. 22 Cont...

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Nil.

**7. Performance Measures**

Nil.

**8. Project Management**

Scoping and feasibility stage.

**Terry Dodds**  
**Chief Executive**

Prepared by staff member:	Wes Hoffman, Work Health & Safety Risk Management Officer
Approved/Reviewed by Manager:	Terry Dodds, Chief Executive
Department:	Office of the Chief Executive
Attachments:	There are no attachments for this report.

<b>Department:</b>	<b>Office of the Chief Executive</b>
<b>Submitted by:</b>	Executive Assistant & Media
<b>Reference:</b>	<b>ITEM GOV65/19</b>
<b>Subject:</b>	<b>MONTHLY OPERATIONAL REPORT - SEPTEMBER 2019</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 12 - We are a well engaged community that is actively involved in decision making processes and informed about services and activities.
<b>CSP Strategy:</b>	Council's decision making processes are open, accountable and based on sound integrated planning.
<b>CSP Delivery Program</b>	Promote and support community involvement in Council decision making process.

#### **SUMMARY**

The purpose of this report is to provide a standing monthly report to the Ordinary Meeting of Council that demonstrates staff accountabilities and actions taken against Council's 2019/2020 Operational Plan.

#### **OFFICER'S RECOMMENDATION:**

**That Council receives and notes the status of the Monthly Operational Report for September 2019.**

**Terry Dodds**  
**Chief Executive**

Prepared by staff member:	Noelene Hyde, Executive Assistant & Media
Approved/Reviewed by Manager:	Terry Dodds, Chief Executive
Department:	Office of the Chief Executive
Attachments:	<b>1</b> Attachment 3 (Attachment Booklet 150 2) - Monthly Operational Report - Pages September 2019

<b>Department:</b>	<b>Office of the Chief Executive</b>
<b>Submitted by:</b>	Executive Assistant & Media
<b>Reference:</b>	<b>ITEM GOV66/19</b>
<b>Subject:</b>	<b>DISCLOSURE OF INTEREST RETURNS 2018/2019</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 14 - Resources and advocacy of Council are aligned support the delivery of the community vision outlined in the Community Strategic Plan.
<b>CSP Strategy:</b>	Council fosters a strong organisational culture which strives for best practice in all operations with a supportive corporate governance framework.
<b>Delivery Plan Action:</b>	Ensure compliance with regulatory and statutory requirements and that operations are supported by effective corporate management.
<b>Operational Plan Action:</b>	Complete and lodge Annual Financial Statements in accordance with statutory requirements.

#### **SUMMARY**

The purpose of this report is to document the tabling of the Disclosure of Interest Returns for the period 2018/2019.

#### **OFFICER'S RECOMMENDATION:**

**That Council note the tabling of the Disclosure of Interest Returns for the period 2018/2019 and lodged by 30 September 2019.**

#### **BACKGROUND**

In accordance with Section 450A(2) of the Local Government Act 1993, the General Manager (Chief Executive) must table the Disclosure of Interest Returns lodged by 30 September 2019.

#### **REPORT:**

In accordance with this requirement, the Disclosure of Interest Returns will be tabled at the October 2019 Ordinary Council Meeting.

#### **Summary of Disclosure of Interest Returns**

##### **Councillors**

No. of Returns	10	
No. Outstanding	1	Cr Bronwyn Petrie

##### **Staff**

No. of Returns	28	
No. Outstanding	2	Christine Foster & Peter Krahe (left employment)

#### **Received After 30 September 2019**

3

Our Governance No. 66 Cont...

**COUNCIL IMPLICATIONS:**

**1. Community Engagement / Communication (per engagement strategy)**  
Nil.

**2. Policy and Regulation**

- Local Government Act 1993

**3. Financial (Annual Budget & LTFP)**  
Nil.

**4. Asset Management (AMS)**  
Nil.

**5. Workforce (WMS)**  
Nil.

**6. Legal and Risk Management**  
Nil.

**7. Performance Measures**  
Nil.

**8. Project Management**  
Nil.

**Terry Dodds**  
**Chief Executive**

Prepared by staff member:	Noelene Hyde, Executive Assistant & Media
Approved/Reviewed by Manager:	Terry Dodds, Chief Executive
Department:	Office of the Chief Executive
Attachments:	There are no attachments for this report.

<b>Department:</b>	<b>Office of the Chief Executive</b>
<b>Submitted by:</b>	Executive Assistant & Media
<b>Reference:</b>	<b>ITEM GOV67/19</b>
<b>Subject:</b>	<b>2020 COUNCIL ELECTION - VARIATION OF WARD BOUNDARIES</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 12 - We are a well engaged community that is actively involved in decision making processes and informed about services and activities.
<b>CSP Strategy:</b>	We partner with the community, business and Federal and State Government in the achievement of our goals.
<b>CSP Delivery Program</b>	Maintain strong relationships with all levels of Government and proactively seek involvement in decision making impacting our Shire and the New England Northwest Region.

#### **SUMMARY**

The purpose of this Report is to advise Council that the Staff have been liaising with NSW Electoral Commission with regard to a variation of ward boundaries of more than 10% as required under the NSW Local Government Act.

#### **OFFICER'S RECOMMENDATION:**

**That pursuant to s.211(2) and (3) of the *Local Government Act 1993 (NSW)* ("the Act") that Council advise the Electoral Commission of its intention to maintain the existing Ward Boundaries for the election to be held in September 2020, continue to monitor the roll and that if a difference remains at the end of the first year of the following term of office of the Council, the Council will, as soon as practicable, alter the ward boundaries in a manner that will result in each ward containing a number of electors that does not differ by more than 10 per cent from the number of electors in each other ward in the area.**

#### **BACKGROUND**

A report was submitted to Council in December 2018 seeking Councils determination on the conduct of the 2020 elections. Council could choose to, conduct elections themselves, outsource to a third party provider or resolve to have the NSW Electoral Commission conduct the elections on their behalf.

Tenterfield Shire Council elections, polls and Constitutional referenda have now been conducted by the NSW Electoral Commission for a number of Council terms and it was again resolved by Council to have the NSW Electoral Commission conduct the 2020 Election in Tenterfield.

The 2020 NSW Local Government elections are scheduled for Saturday, 12 September 2020, with voting to take place between 8:00 am and 6:00 pm.

#### **REPORT:**

Tenterfield Shire Council currently has five (5) Wards, A-E that the NSW Electoral Commission monitor monthly to determine electors in each ward.

Our Governance No. 67 Cont...

The formula provided for assessment in the Office of Local Government Circular dated 30 September 2019 (Circular No 19-24 / 30 September 2019 / A658288)

The circular states that Councils must review their ward boundaries and notify the NSW Electoral Commission (NSWEC) of any finalised changes to ward boundaries and/or names before 9 December 2019.

To ascertain if there is a difference greater than 10% in the number of electors between wards, councils need to determine the percentage variation between the numbers of electors between wards.

For example: Local Government Area with 4 wards, with a total of 10,000 electors in the Area:

Ward 1 = 2,630 electors  
Ward 2 = 2,367 electors  
Ward 3 = 2,553 electors  
Ward 4 = 2,450 electors  
Total = 10,000 electors

The difference between wards 1 and 2 (greatest and least numbers of electors) = 263, or 10% of 2,630.

In the above example, the arrangement does not result in a variation of more than 10% between the number of electors and each ward of the Area. If, however, the variation becomes greater than 10%, councils are required to alter their ward boundaries in compliance with section 211 of the Local Government Act 1993.

Enrolment as at 26 September 2019 in the Tenterfield Local Government Area is as follows:

Ward A = 997  
Ward B = 1,065  
Ward C = 949  
Ward D = 1,037  
Ward E = 948  
Total = 4,996

Resulting in a difference of 117 electors between the highest Ward (Ward B) and the Lowest Ward (Ward E) a variation of 10.99%. The likelihood of a continued decline in Ward B is high, especially in light of the current economic circumstances and impacts of drought. If Ward B continues to decrease then the variation will also decrease.

It is important to note that the Commission can also by way of attending to their business, undertake a data cleanse or enrolment drive that may alter the figures further prior to the next election. The main purpose of this report is to demonstrate that Council is aware of the movement in their boundaries.

Conversations with the NSW Electoral Commission confirm that the above trend is moving back in balance based on the monthly updates, to be in line with the 10% required. Notwithstanding this, the current difference of .99% needs to be addressed by way of advice to the Commission prior to 9 December 2019, this does not need to

Our Governance No. 67 Cont...

be by resolution of Council however it is seen as a transparent way to formalise our position.

#### 211 Ward boundaries

- (1) The council of an area divided into wards must keep the ward boundaries under review.
- (2) If:
  - (a) during a council's term of office, the council becomes aware that the number of electors in one ward in its area differs by more than 10 per cent from the number of electors in any other ward in its area, and
  - (b) that difference remains at the end of the first year of the following term of office of the council,the council must, as soon as practicable, alter the ward boundaries in a manner that will result in each ward containing a number of electors that does not differ by more than 10 per cent from the number of electors in each other ward in the area.
- (3) Nothing in subsection (2) prevents a council that has become aware of the discrepancy referred to in subsection (2) (a) from altering its ward boundaries before the end of the first year of the following term of office of the council.

### COUNCIL IMPLICATIONS:

#### 1. Community Engagement / Communication (per engagement strategy)

Whilst not the recommendation, Councils must publicly exhibit the ward boundary plan for at least 28 days and consider any submissions made during the 42-day consultation period.

Given the late date of the October 2019 Ordinary Meeting of Council the period to meet the deadline for exhibition will be insufficient to allow for the 28 day exhibition period and the full 42 days consultation period as required. The exhibition of the proposed changes would need to be advertised as soon as possible and would impact on the ability of the administration to respond to the current priorities.

Should Council resolve contrary to the recommendation, an exemption will be sought and ongoing liaison commenced with the Commission, with the progress reported to Council. It is unlikely that the Minister will agree to extend the timelines as it will hold up the election process for all Councils and due to the small variation trending back within the tolerances. The Act also provides for Councils to monitor, which is the suggested course of action.

In considering the Officers recommendation regard has been given to both the small variance that exists but also the identification of the wider community with their existing representatives. At a time when the whole Local Government Area is focused on disaster responses, it is considered important for people to feel a connection with their local elected representatives.

#### 2. Policy and Regulation

- Local Government Act Section 211(2)

#### 3. Financial (Annual Budget & LTFP)

No budget implications are envisaged by adopting the proposed recommendation.

Our Governance No. 67 Cont...

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Disproportionate ward size creates a risk to the principle of an equal vote for eligible electors. The 10% variance cap is in place to acknowledge that numbers of electors in each ward fluctuates, but that equality in ward size is a key feature of electoral system. Whilst this is understood the smaller number of voters within the Tenterfield Local Government Area, provide for greater volatility in the percentages with a relatively low movement of electors.

The Council area is also more diverse in populations, making the realignment of wards challenging to ensure that voters are aligned with their area of interest.

**7. Performance Measures**

Nil.

**8. Project Management**

Nil.

**Terry Dodds**  
**Chief Executive**

Prepared by staff member:

Noelene Hyde

Approved/Reviewed by Manager:

Terry Dodds, Chief Executive

Department:

Office of the Chief Executive

Attachments:

**1** Shire Ward Map - August 2016 1 Page



### DISCLAIMER

While all care is taken in the preparation of this plan, Tenterfield Shire Council accepts no responsibility for any misprints, errors, omissions or inaccuracies.

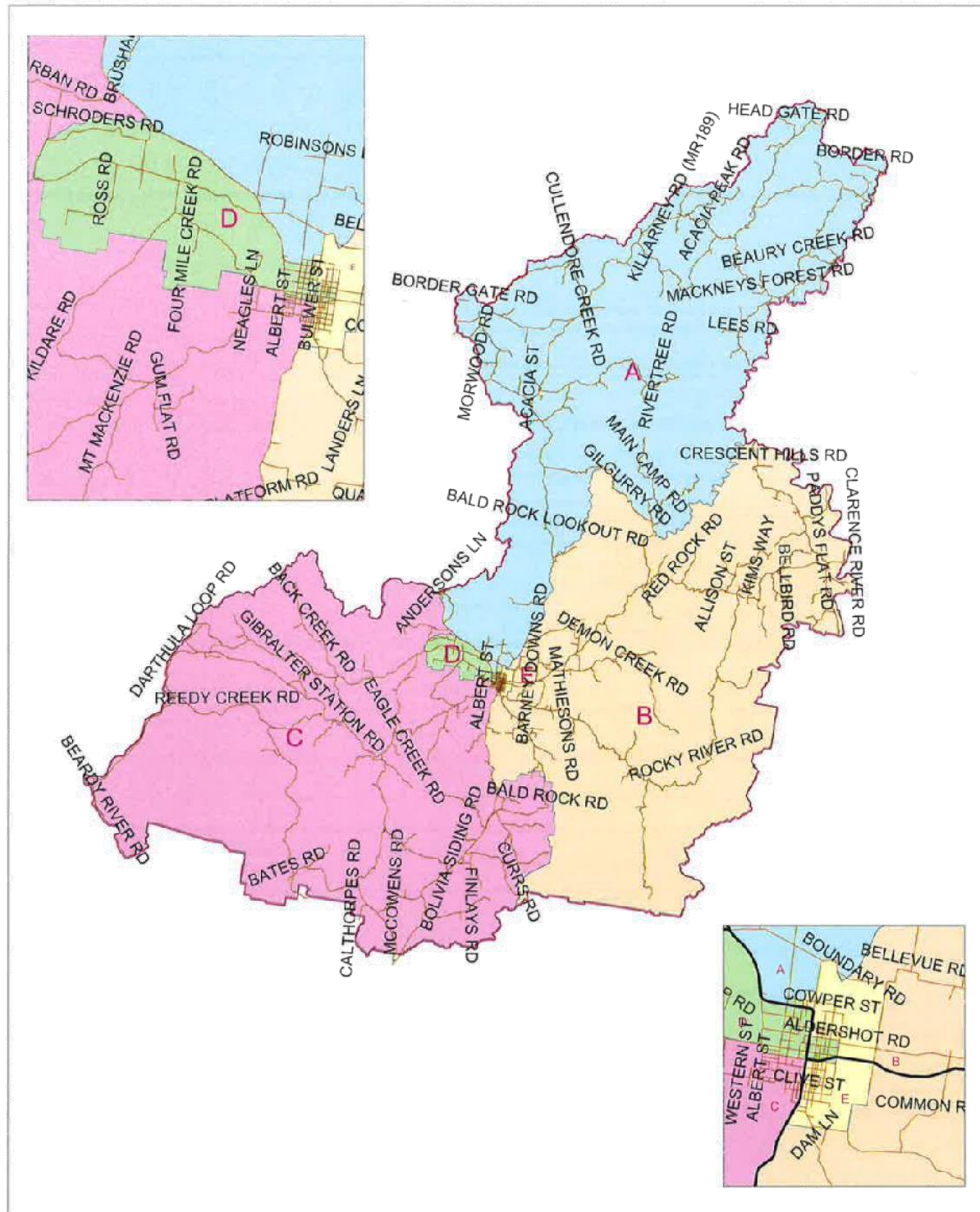
The information contained in this plan is pictorial representation only.

DO NOT SCALE.

Accurate measurements should be undertaken by survey.

This map does not depict the actual status, location, or condition of roads and should be used with due care.

© Department of Lands 2015



<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Manager Finance & Technology
<b>Reference:</b>	<b>ITEM GOV68/19</b>
<b>Subject:</b>	<b>COUNCIL SUBMISSION - REVIEW OF LOCAL GOVERNMENT COMPLIANCE AND REPORTING</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 14 - Resources and advocacy of Council are aligned support the delivery of the community vision outlined in the Community Strategic Plan.
<b>CSP Strategy:</b>	Council is a financially sustainable organisation, delivering value services to the Community.
<b>CSP Delivery Program</b>	Ensure that financial sustainability and the community's capacity to pay inform adopted community service levels.

#### **SUMMARY**

The purpose of this report is to provide Council with the Independent Pricing and Regulatory Tribunal's (IPART) Review of Local Government Compliance and Enforcement Final Report, together with a copy of Council's draft response, prior to submitting feedback to the Office of Local Government, which is due by 15 November 2019.

#### **OFFICER'S RECOMMENDATION:**

##### **That Council:**

- (1) Notes the Review of Local Government Compliance and Enforcement Final Report;**
- (2) Notes Council's draft response to the Review of Local Government Compliance and Enforcement Final Report ;**
- (3) Advises of any changes required to Council's draft response to the Review of the Local Government Compliance and Enforcement Final Report;**
- (4) Endorses Council's proposed submission, incorporating any changes as a result of Recommendation (3), in response to the Review of Local Government Compliance and Enforcement Final Report.**

#### **BACKGROUND**

The NSW Government commissioned the Independent Pricing and Regulatory Tribunal (IPART) to undertake a review of how Councils go about their compliance and enforcement roles, with a view to reducing unnecessary costs, "red tape" on business and the community.

IPART's review of Local Government Compliance and Enforcement included a consultation roundtable as well as the release of an issues paper and draft report for public consultation.

IPART received around 150 submissions in relation to this review.

Our Governance No. 68 Cont...

On 21 June 2019 the Minister for Local Government released the final report on the Review of Local Government Compliance and Enforcement (as well as two other final reports dealing with a Review of the Local Government Rating System 2016 and the Review of Reporting and Compliance burdens on Local Government 2016.

A number of recommendations in the IPART reports have already been implemented through other reform programs, or are currently the subject of separate consultation.

There are also a number of recommendations that the government has ruled out, because they may have adverse impacts on vulnerable members of the community, affect regional jobs and economies, or substantially increase costs for taxpayers and the broader community. These matters are marked "Not for consultation" on the feedback form.

The Government is seeking to carry out widespread consultation with residents, council staff, councillors, peak bodies and other key stakeholders as the Government finalises its response to these complex reports.

On 15 November 2019 Consultation closes on the Review of Local Government Compliance and Enforcement.

The Government is now seeking additional feedback from councils, communities and other interested stakeholders on the remaining recommendations in IPART's final reports.

To support the community in providing feedback, a consultation guide has been issued with each report indicating which of IPART's proposals are still under consideration. Following the completion of public consultation, the NSW Government will consider what further action should be taken on IPART's recommendations.

#### **REPORT:**

It is recommended that the following documents be read in conjunction with this report.

1. The Review of Local Government Compliance and Enforcement:

[https://www.olg.nsw.gov.au/sites/default/files/IPART%20-%20Final%20Report%20-%20LG%20Enforcement\\_1.pdf](https://www.olg.nsw.gov.au/sites/default/files/IPART%20-%20Final%20Report%20-%20LG%20Enforcement_1.pdf)

2. The Feedback Form Local Government Compliance and Reporting

<https://www.olg.nsw.gov.au/sites/default/files/Feedback%20Form%20%28Paper%29%20-%20IPART%20Final%20Report%20-%20Local%20Government%20Compliance%20and%20Enforcement.pdf>

3. Council's draft response in Powerpoint format (attached)

#### **COUNCIL IMPLICATIONS:**

- 1. Community Engagement / Communication (per engagement strategy)**

A link to the Office of Local Government web page where this and other reviews are discussed in further detail have been placed on Council's website for information.

Our Governance No. 68 Cont...

**2. Policy and Regulation**

Nil.

**3. Financial (Annual Budget & LTFP)**

Nil.

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Nil.

**7. Performance Measures**

Nil.

**8. Project Management**

Nil.

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member:	Paul Della; Tamai Davidson	
Approved/Reviewed by Manager:	Kylie Smith, Chief Corporate Officer	
Department:	Office of the Chief Corporate Officer	
Attachments:	<b>1</b> Attachment 4 (Attachment Booklet 3) - Review of Local Government Compliance and Enforcement	54 Pages

<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Manager Finance & Technology
<b>Reference:</b>	<b>ITEM GOV69/19</b>
<b>Subject:</b>	<b>FINANCE &amp; ACCOUNTS - PERIOD ENDED 30 SEPTEMBER 2019</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 14 - Resources and advocacy of Council are aligned support the delivery of the community vision outlined in the Community Strategic Plan.
<b>CSP Strategy:</b>	Council is a financially sustainable organisation, delivering value services to the Community.
<b>CSP Delivery Program</b>	Ensure that financial sustainability and the community's capacity to pay inform adopted community service levels.

#### **SUMMARY**

The purpose of this report is for the Responsible Accounting Officer to provide, in accordance with Clause 212 of the Local Government (General) Regulation 2005 a written report setting out details of all money that the Council has invested under Section 625 of the Local Government Act 1993. The report must be made up to the last day of the month immediately preceding the meeting.

#### **OFFICER'S RECOMMENDATION:**

**That Council receive and note the Finance and Accounts Report for the period ended 30 September 2019.**

#### **BACKGROUND**

In accordance with Clause 212 of the Local Government (General) Regulation 2005 the Responsible Accounting Officer must provide a written report setting out details of all money that the Council has invested under Section 625 of the Local Government Act 1993. The report must be made up to the last day of the month immediately preceding the meeting.

#### **REPORT:**

A reconciliation of cash books of all funds has been carried out with the appropriate bank statements. A certified schedule of all Council's investments showing the various amounts invested is shown as an attachment to this report.

##### **(a) Reconciliation of Accounts**

A reconciliation of the cash books of all funds have been carried out with the appropriate bank statements as at 30 September 2019.

Cash Book Balances on this date were as follows:-

General (Consolidated)	\$4,415,759.70	Credit
General Trust	\$ 313,266.50	Credit

Our Governance No. 69 Cont...

(b) Summary of Investments

The attachment to this report is a certified schedule of all Council's investments as at 30 September showing the various invested amounts and applicable interest rates.

**Concealed Water Leakage Concession Policy Update**

For the month of September 2019 two concessions were granted under Council's Concealed Water Leakage Concession Policy to the value of \$1,305.29.

**COUNCIL IMPLICATIONS:**

**1. Community Engagement / Communication (per engagement strategy)**

Nil.

**2. Policy and Regulation**

- Investment Policy (Policy Statement 1.091)
- Local Government Act 1993
- Local Government (General) Regulation 2005
- Ministerial Investment Order
- Local Government Code of Accounting Practice and Financial Reporting
- Australian Accounting Standards
- Office of Local Government Circulars

**3. Financial (Annual Budget & LTFP)**

Nil.

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Nil.

**7. Performance Measures**

Nil.

**8. Project Management**

Nil.

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member:

Paul Della, Manager Finance & Technology

Approved/Reviewed by Manager:

Kylie Smith, Chief Corporate Officer

Department:

Office of the Chief Corporate Officer

Attachments:

- 1** Investments Report as at 30 September 2019

TENTERFIELD SHIRE COUNCIL - SUMMARY OF INVESTMENTS 30 SEPTEMBER 2019

Financial Institution	Issuer Rating	Investment Term	Maturity Date	Interest Rate	Amount	Percentage Exposure
NAB	AA-	60 Days	29/Nov/19	1.30%	5,000,000.00	34.82%
<b>TOTAL NAB INVESTMENTS</b>					<b>5,000,000.00</b>	<b>34.82%</b>
Commonwealth Bank	AA-	At Call		1.00%	2,860,741.95	19.92%
Commonwealth Bank	AA-	3 Months	27/Dec/19	1.56%	1,000,000.00	6.96%
Commonwealth Bank	AA-	2 Months	29/Nov/19	1.54%	500,000.00	3.48%
<b>TOTAL CBA INVESTMENTS</b>					<b>4,360,741.95</b>	<b>30.37%</b>
Bankwest	AA-	2 Months	29/Nov/19	1.45%	5,000,000.00	34.82%
<b>TOTAL BANKWEST INVESTMENTS</b>					<b>5,000,000.00</b>	<b>34.82%</b>
<b>INVESTMENTS TOTAL</b>					<b>14,360,741.95</b>	<b>100.00%</b>

Summary

I hereby certify that the investments as shown herein, have been invested in accordance with Section 625 of the Local Government Act 1993, and associated Regulations, and in accordance with Council policy and procedures.

By:

P. Della

Responsible Accounting Officer

<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Manager Finance & Technology
<b>Reference:</b>	<b>ITEM GOV70/19</b>
<b>Subject:</b>	<b>CAPITAL EXPENDITURE REPORT AS AT 30 SEPTEMBER 2019</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 14 - Resources and advocacy of Council are aligned support the delivery of the community vision outlined in the Community Strategic Plan.
<b>CSP Strategy:</b>	Council is a financially sustainable organisation, delivering value services to the Community.
<b>CSP Delivery Program</b>	Collaborate and deliver resources with other organisations to ensure a variety of cost effective services across the service area.

#### **SUMMARY**

The purpose of this report is to show the progress of Capital Works projects against the Year to Date (YTD) budget each month. This report outlines Council's financial progress against each project.

#### **OFFICER'S RECOMMENDATION:**

**That Council receive and note the Capital Expenditure Report for the period ended 30 September 2019.**

#### **BACKGROUND**

The Capital Expenditure report indicates to Council the financial progress of each project against the forecast expenditure for that project. The information has also been set out to show which Council service the expenditure relates to.

#### **REPORT:**

There are no significant variances at this stage of the Financial Year. Staff have been reminded to proceed with their capital projects as early as possible in the year, so that the funds can be spent within the financial year as per the operational plan and budget. This will avoid excessive carry forward projects across financial years.

#### **COUNCIL IMPLICATIONS:**

##### **1. Community Engagement / Communication (per engagement strategy)**

Nil.

##### **2. Policy and Regulation**

- Local Government Act 1993
- Local Government (General) Regulation 2005
- Local Government Code of Accounting Practice and Financial Reporting
- Australian Accounting Standards
- Office of Local Government Circulars

##### **3. Financial (Annual Budget & LTFP)**

It should be noted that the information presented in this report is not final as accruing of invoices back to 2018-19 is ongoing.

Our Governance No. 70 Cont...

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Nil.

**7. Performance Measures**

Nil.

**8. Project Management**

Nil.

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member: Paul Della, Manager Finance & Technology

Approved/Reviewed by Manager: Kylie Smith, Chief Corporate Officer

Department: Office of the Chief Corporate Officer

Attachments: **1** Attachment 5 (Attachment Booklet 4) - Capital Expenditure Report 1 July 2019 to 30 September 2019 **5** Pages

<b>Department:</b>	<b>Office of the Chief Corporate Officer</b>
<b>Submitted by:</b>	Manager Finance & Technology
<b>Reference:</b>	<b>ITEM GOV71/19</b>
<b>Subject:</b>	<b>REPORT ON LOAN BALANCES</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 14 - Resources and advocacy of Council are aligned support the delivery of the community vision outlined in the Community Strategic Plan.
<b>CSP Strategy:</b>	Council is a financially sustainable organisation, delivering value services to the Community.
<b>CSP Delivery Program</b>	Ensure that financial sustainability and the community's capacity to pay inform adopted community service levels.

#### **SUMMARY**

The purpose of this report is to inform Council of its loan balances as at 30 September 2019.

#### **OFFICER'S RECOMMENDATION:**

**That Council notes the loan balance as at 30 September 2019 was \$9,957,867.09 (\$10,055,186.18 as at 30 June 2019).**

#### **BACKGROUND**

Council resolved at its meeting on 24 August, 2011 (Resolution 380/11) that a report be provided every three (3) months summarizing Council's debt levels and that the report should include the date the loan is taken out, the amount of the original loan, the current balance owing, the term of the loan, the interest rate and the payment details.

#### **REPORT:**

Loan payments are being made in accordance with the loan agreements. Council's loan balance as at 30 September 2019 was \$9,957,867.09 (\$10,055,186.18 as at 30 June 2019.)

#### **COUNCIL IMPLICATIONS:**

##### **1. Community Engagement / Communication (per engagement strategy)**

Council's projected loan borrowings are included in the 2018/19 Operational Plan.

##### **2. Policy and Regulation**

- Section 621 of the Local Government Act allows a Council to borrow at any time for any purpose allowed under the Act subject to any restrictions imposed by the Minister in accordance with Section 624 of the Act.
- Borrowing Policy

##### **3. Financial (Annual Budget & LTFP)**

Nil.

Our Governance No. 71 Cont...

**4. Asset Management (AMS)**

Nil.

**5. Workforce (WMS)**

Nil.

**6. Legal and Risk Management**

Nil.

**7. Performance Measures**

Nil.

**8. Project Management**

Nil.

**Kylie Smith**  
**Chief Corporate Officer**

Prepared by staff member: Paul Della, Manager Finance & Technology;  
Jessica Wild, Management Accountant

Approved/Reviewed by Manager: Kylie Smith, Chief Corporate Officer

Department: Office of the Chief Corporate Officer

Attachments: **1** Loan Register as at 30 September 2019

**Tenterfield Shire Council**  
**Loans Schedule**  
**30-September-2019**

Loans Details								Principal
FUND	PURPOSE	AMOUNT	OBTAINED FROM	DATE OBTAINED	DUE DATE	RATE OF INTEREST	INTERVALS AT WHICH PAYABLE	Principal Balance as at 30 September 2019
General Fund	Urbenville Medical Centre	150,000	National Australia Bank	14/05/2010	14/05/2020	9.20%	Half Yearly	21,419.05
General Fund	Construction of two bridges on Mt Lindsay Road	1,000,000	Commonwealth Bank of Australia	30/06/2010	30/06/2020	8.02%	Half Yearly	138,839.95
General Fund	Main Street Upgrade	1,200,000	National Australia Bank	25/02/2015	25/02/2025	3.70%	Half Yearly	713,956.03
Sewer	New Sewerage Treatment Plant	2,500,000	National Australia Bank	30/05/2008	30/05/2033	7.81%	Half Yearly	1,928,806.00
Water	Dam Wall Construction (1)	3,450,000	ANZ	25/05/2018	25/05/2038	3.95%	Half Yearly	3,333,916.10
Water	Dam Wall Construction (2)	3,051,000	CBA	5/06/2019	6/06/2022	2.52%	Half Yearly	3,051,000.00
Water	Urbenville Water Treatment Plant	375,000	National Australia Bank	5/02/2009	5/02/2033	6.47%	Half Yearly	287,373.33
Waste	Rehabilitation	1,250,000	National Australia Bank	21/12/2012	21/12/2022	5.45%	Quarterly	482,556.63
<b>TOTAL</b>								<b>9,957,867.09</b>

---

**(ITEM RC20/19) REPORTS OF COMMITTEES & DELEGATES - TOURISM ADVISORY COMMITTEE - 18 SEPTEMBER 2019**

---

**REPORT BY:**

A meeting of the Tourism Advisory Committee was held on Wednesday, 18 September 2019. The Minutes of the meeting are attached.

A further report for consideration by Council is below:

**SUMMARY**

The purpose of this report is to outline progress made by the Tenterfield Tourism Advisory Committee. This report also explains the progress of the two (2) main projects currently being investigated/undertaken.

**BACKGROUND**

Tenterfield Tourism Advisory Committee has held various meetings with tourism stake holders in two areas of the Tenterfield Shire, ie the Region North of Bald Rock to the Shire boundary near Woodenbong and in Tenterfield itself.

The Committee has identified that there needs to be a stronger focus on the Northern Region of the Shire as stake holders consistently expressed concerns that the northern region has not received adequate marketing exposure.

To assist with identifying the needs of this region a workshop was conducted in June 2019 in conjunction with Kyogle Shire Council who has common interests in tourism along our Shire boundaries. Destination Development Group Tilma were engaged to conduct a fact finding workshop. Subsequently some of the workshop recommendations were analysed and are now being fully investigated with a view to forming recommendations to Council. It should be noted that mountain biking was identified early in the process as a stand alone project that could be investigated and hopefully instigated separately.

**REPORT**

At the recent meeting of the Northern Region held on 18 September 2019, two (2) separate regions were defined being:

- Bald Rock west to just south of Bonalbo in Kyogle Shire; and
- North to the Queensland border then south along the border back to Bald Rock. This is to be known as "Tenterfield Northern Region".

Kyogle will refer to their side of the border as Kyogle North/West Region. The Committee will work with Kyogle where development of tourism products is beneficial to both Shires.

Stake holders in the Northern Region have indicated that specific branding is required to highlight the differing experiences from the Tenterfield Town region as they believe they are also vastly geographically different. This Region is also accessible directly from South East Queensland and they wish to attract more visitors directly from there via Warwick, Brisbane and Stanthorpe.

The *Tenterfield True* Brand has been very successful however it is Tenterfield centric.

## Report of Committee No. 20 Cont...

This program is designed to cover the whole Shire but has not yet reached that point because of funding and time etc.

As a result, the brand name "**Border Mountains**" has been put forward by The Tourism Advisory Committee as representative of the Shire's North.

To assist with this branding initiative it is recommended that appropriate signage displaying a **region identifying logo** be placed at the entry points to the Northern Region. Upper Clarence Valley Tourist Association has agreed to fund the logo design. It is envisaged that initially six (6) locations could be identified as suitable for signage.

It is believed that Tenterfield Shire has grown enough and matured to the stage where defining separate regions for tourism purposes would be reasonable and acceptable to all. If tourist numbers can be increased in one part of the Shire by directly attracting tourists to that area, then the benefit will conceivably flow on to the remainder of the Shire.

The mountain biking project is ongoing.

**RECOMMENDATION**

- (1) That the report of the Tourism Advisory Committee meeting of 18 September 2019 be received and noted; and**
- (2) That Council commence community liaison and investigations to provide tourism signage for two (2) Northern Region entry points in the Shire and consider a budget allocation in the Quarterly Budget Review process.**

**ATTACHMENTS**

- 1** Minutes of Meeting - Tourism Advisory Committee - 18 September 2019 1 Page

**Tenterfield Tourism Advisory Committee Meeting**

**held at Aloomba Lavender Liston, on 18<sup>th</sup> September 2019**

**Present:** Bob Rogan (chair), Stuart and Wendy Bell (Cullendore High Country), John Scattergood (Roseberry House B & B), Lindsay Passfield (KSC councillor), Steve Ross (Clarence River Wilderness Lodge), Tanya Jobling (Wallaby Creek), Gary Verri (TSC councillor), Terry Dodds (TSC C.O.), Eric Ree (Liston Cobb & Co.), Pete Robinson (Tenterfield VIC, secretary).

Chairman Bob opened the meeting at 5.11 pm with acknowledgement of the traditional custodians of the land on which the meeting was held and paid respect to the local elders both past and present, and to any other Aboriginal people present.

**Apologies:** Peter and Teri Bonner, Caitlin Reid, Mike Lieberman, Peter Petty, Di O'Connor, Karen Scattergood, Christine Reid.

**Table documents:** summaries to be delivered to Councils re the Tourism Development Committee's plans for promotion and development of tourism in the area, including an estimate of costs and how Councils can support the proposals.

**Guest speaker:** A geospatial mapping specialist was to address the meeting but was unable to attend. Maps are for both pre-planning and for providing information to visitors. Pete suggested the latter could be locally produced at minimal cost (\$2 for 100 copies) and John asked if an app. could included. Council staff could help with mapping.

**Defining role of committee:** "To provide advice to Council on matters to do with tourism and development of tourism products." For projects of bi-lateral interest Tenterfield collaborates with Kyogle, and emphasis at present is on the northern areas of the shires. Current projects include developing mountain biking, partly in conjunction with State Forests and National Parks. There may be currently a moratorium on mountain biking in state forests, awaiting a state policy from head office. John has a contact in State Forests and is working with him. Lindsay reiterated that developments must be industry-driven, with support from Councils.

**Naming of different regions:** The northern areas of the shires could be titled "The Border Mountains", with a stylised logo for signage and publicity. Motion: **"That the Chair puts a proposal to Council in the form of a report that includes a request for funds to manufacture and erect 'Gateway' signs"** – proposed John, seconded Stuart, carried. Pete suggested that tourism operators in the area be contacted and invited to identify and suggest names for their distinctive areas, such as the current proposals for Volcanic Hinterland and Clarence Catchment. Steve suggested promotion and improvement of the Clarence River tank traps, including history and photos, and Gary read an inspiring description of a ride through the area written in 1842.

**Future developments:** Tanya suggested that the Upper Clarence Tourism Association could be adapted as a basis for an organisation to develop and implement the above and future proposals, and suggested access to the association's financial resources could be a possible source of funds. This sub-group could meet to discuss their particular projects prior to our monthly meetings, with an estimated meeting time of about half an hour.

**Next meetings:** Tenterfield Council chambers – 6<sup>th</sup> November, 5 pm.  
Legume Hall – 7<sup>th</sup> Nov. 5 pm, preceded by 'Border Mountains' group.

**(ITEM RC21/19) REPORTS OF COMMITTEES & DELEGATES - PARKS, GARDENS & OPEN SPACE ADVISORY COMMITTEE MEETING - 19 SEPTEMBER 2019**

---

**REPORT BY:**

A meeting of the Parks, Gardens & Open Space Advisory Committee was held on Thursday, 19 September 2019.

Minutes of the meeting are attached.

**RECOMMENDATION**

**That the report and recommendations from the Parks, Gardens & Open Space Advisory Committee meeting of 19 September 2019 be received and noted.**

**ATTACHMENTS**

- 1** Minutes of Meeting - 19 September 2019 4 Pages



**MINUTES OF**  
**PARKS, GARDENS & OPEN SPACE**  
**ADVISORY COMMITTEE**  
**THURSDAY, 19 SEPTEMBER 2019**

MINUTES OF THE **Parks, Gardens & Open Space Advisory Committee** OF TENTERFIELD SHIRE held at the Council Chambers on Thursday 19 September 2019 commencing at 10.00 am.

**ATTENDANCE**

Councillor, Brian Murray (Chairperson)  
Deputy Mayor, Greg Sauer  
Parks Horticulture & Landscape Coordinator (Craig Milton)  
Jeff McKillop, (Liston)  
Jan Evans, (Tenterfield)  
Kerrie Andrew (Tenterfield)  
Steve Goldthorpe (Urbenville),  
Mayor Peter Petty,  
Chief Executive (Terry Dodds).

**ALSO IN ATTENDANCE**

Open Space, Regulatory & Utilities Manager (Mark Cooper)

*Clause 254(b) of the Local Government (General) Regulation 2005 requires that the names of the mover and seconder of the motion or amendment are recorded and shown in the Minutes of the meeting.*

---

This is page 1 of the Minutes of the Parks, Gardens & Open Spaces Advisory Committee held on Thursday, 19 September 2019

---

**MINUTES OF PARKS, GARDENS & OPEN SPACE ADVISORY COMMITTEE**  
**19 September 2019**

---

**DISCLOSURE OF INTERESTS**

Nil.

**APOLOGIES**

Apologies received from Glen Lamb (Legume), Colleen Knight, (Tenterfield) & Tom Short (Tenterfield)

**CONFIRMATION OF MINUTES**

**Resolved** that the Minutes of the Parks, Gardens & Open Space Advisory Committee meeting held on Thursday, 20 June 2019, as circulated, be confirmed and signed as a true record of the proceedings of the meeting.

Greg Sauer/Kerrie Andrew

**BUSINESS ARISING FROM THE MINUTES**

**1. Bruxner Park Sign – Rouse Street, Tenterfield**

- Has been installed
- With the materials it is hard to see
- Ideas on making this easier to view
  - o Paint the block work a different colour
  - o Look at putting something behind the lettering
  - o Unable to remove it
  - o Shadow around letters – in Tenterfield colours
  - o Wrapping letters with another material
  - o Seek professional advise (ask current sign people their thoughts)

**2. Investigation - War Helmet**

- Unsuccessful of grant
- May need another location due to park updates
- Helmet may look better about putting in the Memorial Hall/RSL Pavilion garden
- Look at getting cup made then once done look at the permanent location after that – Mark to get costing for next meeting

**3. Granite Country Platypus Trail**

- Stickers have been made are are ready to be attached to our existing park signs
- Due to drought we are not sure if there is any platypus in the creek

**GENERAL BUSINESS**

**1. Grant Funding – Stronger Community Grants**

**Toilets**

- Update given by Heidi Ford

---

This is page 2 of the Minutes of the Parks, Gardens & Open Space Advisory Committee held on Thursday, 19 September 2019

---

**MINUTES OF PARKS, GARDENS & OPEN SPACE ADVISORY COMMITTEE**  
**19 September 2019**

---

- The toilet blocks and the materials the buildings will be built with and location of each toilet
- Builder has been appointed and having a site meeting on each location next week before work is to begin.
- Liston & Legume – 2 bay
- Urbenville & Jennings – 3 bay

**Urban design plans**

- Forecast to happen in the next few weeks

**Playground**

- Drake and Urbenville have been installed
- Shade structure BBQ bin and disabled path completed in Drake
- Rugby park completed
- Shirley Park building to start external work on Monday

**Legume Playground**

Playground will be installed towards the end of the year and look at removing a few trees, no plants will be done until we receive rain.

**2. Tree Management Plan - Draft**

- Copy been developed handout given out
- An outline how all trees are going to be managed throughout the shire
- Draft copy will be going to Council meeting to advise councilors for comment
- Fine tune, format and put up to Council meeting for the October meeting

**3. Park Brochure –**

- Updated version
- Few photos need to be updated once can get around shire to update photos

**4. Rouse Street Future Planting Plan**

- Handout of plans given out
- Species were discussed in previous meeting
- Plants have been chosen for colour and low maintenance.
- In front of post office will have a ground cover will be planted which is tough growing.
- With these plans it will allow colour throughout the year
- This plan will not commence until we receive rain.

**5. Glow in the dark Path**

- Report have been given out with and samples shown
- Leave it as it is due to being expensive and Bruxner Park is too bright
- Keep samples should the idea rise that

**6. Tenterfield Tourism Committee**

- Meeting last night
- Came to the conclusion different need to promote northern side of shire

---

This is page 3 of the Minutes of the Parks, Gardens & Open Space Advisory Committee held on Thursday, 19 September 2019

**MINUTES OF PARKS, GARDENS & OPEN SPACE ADVISORY COMMITTEE**  
**19 September 2019**

---

different to the Southern side of the shire

- Working through a process to brand the area would like to put gateway signage for northern part of the shire and name it similar to Border Mountain Rangers
- Any signage needs to complement the village sign and Tenterfeild Tourism Committee and the Parks and Gardens Committee works with them to ensure it allows a nice flow between the areas
- Members of this committee and members of their committee should attend each meetings to share the information

**7. Town Entry Signs**

- Need a large sign in Tenterfield showing the villages in the Shire
- Meetings will take place in the next few weeks

**8. Internal garden**

- Will be removed with the new plan

**NEXT MEETING**

Thursday, 19 December 2019 at 10.00 am in the Council Chamber.

There being no further business the Chairperson declared the meeting closed at 11.27 am.

.....  
Councillor Brian Murray  
Chairperson

<b>Department:</b>	<b>Office of the Chief Executive</b>
<b>Submitted by:</b>	Executive Assistant & Media
<b>Reference:</b>	<b>ITEM RES9/19</b>
<b>Subject:</b>	<b>COUNCIL RESOLUTION REGISTER - OCTOBER 2019</b>

#### **LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK**

<b>CSP Goal:</b>	<b>Leadership</b> - LEAD 14 - Resources and advocacy of Council are aligned support the delivery of the community vision outlined in the Community Strategic Plan.
<b>CSP Strategy:</b>	Council fosters a strong organisational culture which strives for best practice in all operations with a supportive corporate governance framework.
<b>CSP Delivery Program</b>	Ensure that the performance of Council as an organisation complies with all statutory reporting guidelines and information is available to decision makers.

#### **SUMMARY**

The purpose of this report is to provide a standing monthly report to the Ordinary Meeting of Council that outlines all resolutions of Council previously adopted and yet to be finalised.

#### **OFFICER'S RECOMMENDATION:**

**That Council notes the status of the Council Resolution Register to October 2019.**

**Terry Dodds**  
**Chief Executive**

Prepared by staff member:	Noelene Hyde, Executive Assistant & Media
Approved/Reviewed by Manager:	Terry Dodds, Chief Executive
Department:	Office of the Chief Executive
Attachments:	<b>1</b> Attachment 6 (Attachment Booklet 31 4) - Resolution Register - October Pages 2019