



BUSINESS PAPER

**of the
Ordinary Meeting
Held
16 August 2021**

**Our Values: Leadership • Integrity • Progressiveness • Commitment •
Accountability • Adaptability**

The Prayer

We humbly beseech Thee to vouchsafe Thy blessings on this Council.
Direct and prosper our deliberations to the glory and welfare
of the people of this Shire and throughout our country.
Amen

The Council's Guiding Principles

The following general principles apply to the exercise of functions by councils:

- Councils should provide strong and effective representation, leadership, planning and decision-making
- Councils should carry out functions in a way that provides the best possible value for residents and ratepayers
- Councils should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community
- Councils should apply the integrated planning and reporting framework in carrying out their functions so as to achieve desired outcomes and continuous improvements
- Councils should work cooperatively with other councils and the State Government to achieve desired outcomes for the local community
- Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way
- Councils should work with others to secure appropriate services for local community needs
- Councils should act fairly, ethically and without bias in the interests of the local community
- Councils should be responsible employers and provide a consultative and supportive working environment for staff.

The following general principles apply to decision-making by councils (subject to any other applicable law):

- Councils should recognise diverse local community needs and interests
- Councils should consider social justice principles
- Councils should consider the long term and cumulative effects of actions on future generations
- Councils should consider the principles of ecologically sustainable development
- Council decision-making should be transparent and decision-makers are to be accountable for decisions and omissions.

Councils should actively engage with their local communities, through the use of the integrated planning and reporting framework and other measures.

(Section 8A Local Government Act, 1993)



Lockhart Shire Council

File Ref: PV: SJ: 21/9706

11 August 2021

The Mayor and Councillors
Lockhart Shire Council
65 Green Street
LOCKHART NSW 2656

Dear Councillors

I wish to advise that the Ordinary Monthly Meeting of Lockhart Shire Council will be held at the Council Chambers, Green Street, Lockhart on **Monday, 16 August 2021** commencing at **5.00pm**.

The Order of Business will be as shown overleaf.

Yours faithfully

Peter Veneris
GENERAL MANAGER

ORDER OF BUSINESS

OPENING WITH A PRAYER

APOLOGIES

LEAVE OF ABSENCE

CONFIRMATION OF MINUTES OF THE ORDINARY MEETING, 19 JULY 2021

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MAYORAL MINUTE

Refer Item 13 – Closed Session - General Manager Annual Performance Review
for Period Ending 30 June 2021

MAYORAL REPORT

To be presented at the meeting.

URGENT MATTERS

Nil.

NOTICE OF MOTION

Nil.

COMMITTEE REPORTS

**1. MINUTES OF THE MEETING OF THE LOCKHART SHIRE COUNCIL AUDIT, RISK AND
IMPROVEMENT COMMITTEE HELD AT LOCKHART SHIRE COUNCIL OFFICES ON
WEDNESDAY 28 JULY 2021 AT 2.00PM**

(GM: 21/9681)

1. Present

James Davis (Independent Chairperson)

Luke Taberner (Independent Member)

2. In Attendance

Ian Roberts (Internal Auditor)

Peter Veneris (General Manager)

Craig Fletcher (Director Corporate and Community Services)

3. Apologies

Cr Andrew Rockliff (Lockhart Shire Councillor)

It was RESOLVED that the apology from Cr Rockliff be accepted.

4. Confirmation of Minutes

It was RESOLVED that the minutes of the meeting held on 24 March 2021, as printed and circulated, be confirmed as a true and correct record of the proceedings of that meeting.

5. Business Arising

Nil.

6. Internal Audit Reports

6.1 Government Information Public Access Act (GIPA Act) – Performance and Compliance

The Internal Auditor Mr Ian Roberts presented his Report and recommendations on Lockhart Shire Council's compliance with its obligations under the GIPA Act.

Mr Roberts reported that he reviewed the Council's website and generally found it to be "good" and "user friendly". However, he also noted that it fell short in so far as containing a full list of "open access information" as defined in the Local Government Act and how open access information not available on the website can be accessed.

Some discussion took place regarding development application related documentation which is not currently available on Council's website but is provided on request. It was noted that the requirement for all councils to transition to e-Planning will assist Lockhart Shire Council in proactively making this information accessible on its website in the future.

Mr Roberts also drew attention to a number of other recommendations in his report including the use of template forms available on the Information Privacy Commission website and identifying training opportunities for relevant staff involved in administering the GIPA Act.

It was RESOLVED that the Internal Audit Report on GIPA Act Performance and Compliance at Lockhart Shire Council be received.

7. Prior Internal Audit Recommendations – Status Report

The General Manager provided a brief update on the status of prior internal audit recommendations, noting that the least amount of progress had been made with respect to the recommendations from the Internal Audit Report on Section 355 Committees. The General Manager noted that many of the recommendations have been held over and will be covered by reviews of Council's section 355 Committees and delegations which are required to occur within 12 months of a council election.

It was RESOLVED that the Prior Internal Audit Recommendations Status Report be received and noted.

8. Gifts and Benefits Register

The General Manager advised that Council has adopted a Bribes, Gifts and Benefits Policy in response to an External Audit Management Letter issue and that the Policy provides for the Gifts and Benefits Register to be tabled at an ARIC meeting on annual basis. Accordingly, the Register was being tabled for the first time in accordance with the Policy.

It was RESOLVED that the tabling of the Gifts and Benefits Register be noted.

9. Notice of Reportable Incidents

The General Manager advised that there were no incidents to report.

10. General Business

10.1 Appointment of External Audit Contractor

The General Manager informed the Committee that advice has been received from the Audit Office of NSW that its contract with Crowe has been extended for a further two years to include the external audit for Lockhart Shire Council for the financial years ending 30 June 2022 and 30 June 2023.

10.2 Audit Management Letter Issues

The General Manager drew attention to the following Audit Management Letter issues which related to the Committee and to Council's internal audit function and informed the Committee of management's response to the issues raised:

a) ARIC Charter

It has been recommended that a Charter be developed for the ARIC.

The General Manager advised that a draft Charter has been developed but the release of the final ARIC Guidelines by the Office of Local Government is awaited to ensure the Charter complies with the Guidelines before presenting it to the ARIC and Council for endorsement.

b) Internal Audit Plan linkage to Risk Register

It has been recommended that the Risk Register and Internal Audit Plan be reviewed to ensure appropriate linkage between these documents.

The General Manager noted that the Internal Audit Plan is currently determined collaboratively by all member councils in the Internal Audit Alliance and customising the internal audit plan to individual councils' risk registers will compromise the 'economies of scale' being achieved through membership of the Alliance.

He noted that the matter will be addressed in conjunction with the development of a Charter for the ARIC once the ARIC Guidelines are released by the Office of Local Government.

11. Date of Next Meeting

To be confirmed.

There being no further business the meeting closed at 2.41pm.

James Davis
Chairperson

DELEGATES' REPORTS

2. RIVERINA REGIONAL LIBRARY ADVISORY COMMITTEE - 22 JULY 2021 AT WAGGA WAGGA
(GM: 21/9203)

I attended an extraordinary meeting of the Riverina Regional Library Advisory Committee held in Wagga Wagga on 22 July 2021 together with the General Manager.

The meeting was held in the context of Wagga Wagga City Council considering not continuing as a member of the RRL beyond the term of the current Deed of Agreement which expires on 30 June 2022. At the meeting the Committee resolved to:

- Receive and endorse a Position Statement as a record of the strong support for the organisation by member councils, and an acknowledgement of its 43-year history as an exemplar of local government collaboration.
- Endorse a working party comprising four RRL Advisory Committee representatives and the RRL Executive Director being formed to examine sustainable operating models that ensure the continuation of the RRL in the event that one or more current participating councils do not continue with the future Deed of Agreement from 1 July 2022.
- Endorse the Working Party to present an interim report for consideration at the RRL Advisory Committee meeting in October 2021.
- Authorise the RRL Executive Director to seek advice from the Crown Solicitor, through the Library Council of NSW, in relation to the RRL Deed of Agreement 2018-2022, particularly with respect to the entry and exit of participating councils.
- Authorise the Deputy Chairperson, another nominated RRL Advisory Committee Councillor representative (myself), and a RRL General Manager representative to continue discussions with Wagga Wagga City Council for the purchase of the RRL Administration Centre building at 2 Galing Place, Wagga Wagga.
- Authorise the RRL Executive Director to invite expressions of interest from RRL member Councils to undertake the role of Executive Council for the term of the next Deed of Agreement i.e. 1 July 2022 to 30 June 2026.

Cr Greg Verdon
Delegate

STATUS REPORT/PRÉCIS OF CORRESPONDENCE ISSUED

Status Report: Council Resolutions and Tasks to be finalised

File Ref: 21/9105

Minute No:	Officer to Action	Council Resolution	Action Taken
Ordinary Council Meeting held 19 July 2021			
128/21	DCCS	<p>Fees & Charges 2021-2022 – Companion Animals</p> <p>Council incorporates in its adopted fees and charges for 2021-22, the revised fees and charges applying to companion animals, as set out in the report.</p>	<p>Fees & Charges document updated and added to Council's website.</p> <p>Complete.</p>
124/21	GM	<p>Review of General Manager & Senior Staff Remuneration</p> <p>Council to make a submission supporting the status quo i.e., that councils retain the right to determine General Manager and Senior Staff remuneration.</p>	<p>Submission lodged.</p> <p>Complete.</p>
122/21	DEES	<p>Hire (Wet) Plant & Equipment</p> <p>Council approves the following additional contractors for the hire (wet) of plant and equipment for the period 1 July 2021 to 30 June 2022:</p> <p>1 Campos Earthworks 2 R&L Holyoake Pty Ltd</p>	<p>Contractors advised.</p> <p>Complete.</p>
120/21	GM	<p>Service NSW Partnership Agreement</p> <p>Council enter into the Partnership Agreement with Service NSW for the provision of services to local businesses and authorise the General Manager to sign the Partnership Agreement and other relevant documentation between Service NSW and Council.</p>	<p>Partnership Agreement signed.</p> <p>Complete.</p>
119/21	GM	<p>Consolidation of Lots Occupied by The Rock RFS and SES</p> <p>Execute the Plan of Subdivision of Lots 11 and 12 DP9082, Lot 13 DP301243, Lot 14 DP301241 and Lot 15 DP301242 under Council's Seal.</p>	<p>Plan of Subdivision executed under Council Seal. Surveyor preparing documents to lodge with NSW Land Registry Services.</p> <p>Complete.</p>

Lockhart Shire Council
Ordinary Meeting – 16 August 2021

Minute No:	Officer to Action	Council Resolution	Action Taken
Ordinary Council Meeting held 21 June 2021			
101/21	DEES	<p>Lockhart Main Street Maintenance</p> <p>1. Council adopts a revised cleaning program for Lockhart town centre as follows:</p> <ul style="list-style-type: none"> a. installation of netting and application of Bird-X-Peller or similar products, subject to first obtaining permission of building owners b. ongoing maintenance of the netting and application of bird expelling products c. cleaning of the pavers with a mini sweeper each quarter d. quarterly program of motorised sweeping of gutters e. annual program of pressure washing/hand cleaning of area between vehicle stops and kerb <p>2. The 2021-22 Budget be revised to include the cost of the revised cleaning program at the time of the first Quarterly Budget Review (as at 30 September 2021) by which time the outcome of the review of the street sweeping contract with Greater Hume Council will be known.</p>	<p>1. Correspondence forwarded to building owners in Green Street Lockhart, between Mathews and Urana Street for response by 19 July 2021.</p> <p>2. First Quarterly Budget Review to be tabled at the November 2021 Council meeting.</p>
Ordinary Council Meeting held 17 May 2021			
75/21	DEES	<p>“Your High Street” Grant Program</p> <p>Reallocate \$61,732 of the Drought Communities Program Extension funding allocated to footpaths to be spent on the section of footpath in front of the museum on the corner of Green Street and Urana Street, Lockhart.</p>	Works commenced.
Ordinary Council Meeting held 19 April 2021			
63/21	GM	<p>Residential Development – Lockhart</p> <p>1) That Council proceed with the subdivision of Lots 62 and 90 Prichard Place Lockhart as outlined in the report.</p> <p>2) That the cost of subdividing the land be funded from the Infrastructure Reserve with the proceeds of any land sales to be returned to the Reserve.</p>	Arrangements currently being made for the preparation of the development application.
Ordinary Council Meeting held 15 March 2021			
26/21	TEDO	<p>Minutes of the Tourism & Economic Development Steering Committee – 9 March 2021</p> <p>7a Proposed Charter. TEDO to send around examples of other Council committees with feedback to be sent to TEDO by May 2021 meeting.</p>	Referred to August meeting of TEDSC. Committee met without a quorum. To be referred to next TEDSC meeting.

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Minute No:	Officer to Action	Council Resolution	Action Taken
26/21	TEDO	8a The Esplanade, Pleasant Hills: TEDO add The Esplanade on the project list for a longer-term solution and that the TEDO approach Council's Manager Parks and Facilities for any short-term solutions and request a meeting on site.	Added to project list. TEDO to discuss with Facilities Manager.
Ordinary Council Meeting held 15 February 2021			
22/21	GM	Offer to Purchase Industrial Land Council authorises the General Manager to negotiate the sale of Lots 22, 23 and 24 Harry Davies Drive as outlined in the Report.	The completion of the DA process is awaited before progressing the negotiations.
12/21	GM	Preparation of Plans of Management – Crown Reserves etc 1) Council endorse the <i>Draft Lockhart Shire Council Plan of Management for Crown Land managed by Council and Council-owned land classified as 'community'</i> for the purposes of community consultation. 2) In the first instance, Council writes to the s.355 management committees and users groups drawing their attention to that part of the Plan of Management relevant to the reserve they manage/use and invite their feedback and input. 3) Following consideration of any feedback received from the management committees and user groups and updating of the draft Plan of Management, the document be placed on public exhibition providing the broader community with the opportunity to comment.	1) Complete. 2) Copies of the Draft Plan of Management have been forwarded to section 355 management committees and user bodies as well as to the Crown Lands Office. Complete. 3) Pending. Crown Lands Office approval is required before Draft Plan of Management is placed on public exhibition.
9/21	DCCS	The Lockhart Recreation Ground Management Committee – Request for Financial Assistance Approve an interest-free loan to the Lockhart Recreation Ground Management Committee of up to \$70,000 with repayments being Year 1 \$4,200 and the remaining 14 years will be repayments of \$4,700 to support an application to Building Better Regions Fund – Infrastructure Projects Stream – Round Five.	This resolution will be actioned if the application to the Building Better Regions Fund – Infrastructure Projects Stream – Round Five is successful.
8/21	DCCS	Lockhart Railway Building Council: a) Agrees to a vary the lease of the Lockhart Railway Station building to a nil rental and authorise the General Manager to execute the necessary documentation. b) Develop a scope of works to repair the old Railway Station Building with a report to Council at a future meeting.	a) John Holland Rail has been advised of Council's resolution and their legal counsel is drafting a Deed of Variation to the current lease agreement. b) Scope of works being developed. Stronger Communities Program Round 6 grant funding of approx. \$18,000 received to assist with works.

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Minute No:	Officer to Action	Council Resolution	Action Taken
6/21	DEES	<p>Recreational Vehicles (RV's) and Caravan Parking in Lockhart CBD</p> <p>Council to investigate and implement RV and Caravan Parking in locations in Green Street (Plan 3 and Plan 6 of the Lockhart Business Centre Master Plan) as well as Urana Street and Matthews Street, Lockhart, including an education program, as recommended by Council's Tourism and Economic Development Steering Committee.</p>	<p>Investigation completed. Dedicated RV parking locations in Green/Urana Street near museum supported. Dedicated RV parking near Shire Administration not supported (limited car parking, mobile library, NSW Government Mobile Services). Single parking space in Matthews Street supported. Implementation subject to funding.</p>
Ordinary Council Meeting held 16 November 2020			
211/20	GM	<p>Grant Funding Opportunities</p> <p>1. Submit the following projects for funding under the Local Road and Community Infrastructure Program Phase 2:</p> <ul style="list-style-type: none"> - The Rock Hall - Lockhart Caravan Park - The Rock 2nd Oval – Water and Fencing - Lockhart Rec Grd Amenities – Stage 2 - Pleasant Hills Rec Grd – Tennis Courts etc - The Rock Observatory <p>2. Progress the following projects, in priority order, to 'shovel ready' status using the funds allocated in the 2020/21 Budget for 'Grant Application Preparedness'.</p> <ul style="list-style-type: none"> - GrainCorp Building Development - Avenue of Honour - Government Dam, The Rock – Recycling Water - Brookong Creek Masterplan - Galore Hill Scenic Reserve Masterplan 	<p>1. Complete</p> <p>2. Concept plan for the redevelopment of 109 Green Street to incorporate a community space and public toilets was presented to Council on 21/06/2021.</p>
206/20	TEDO	<p>Shortage of Residential Property to Lease</p> <p>Investigate options to make housing more available for existing and potential new residents, including possible incentives to attract investor-builders, land availability, workshops and planning considerations.</p>	<p>Four REROC/ RIVJO workshops have been held - a regional housing strategy is being developed.</p> <p>Representations have been made to the Member for Wagga Wagga.</p>
Ordinary Council Meeting held 21 September 2020			
174/20	TEDO	<p>September Minutes of the TEDSC</p> <p>ii) Make further inquiries to remedy signage issue at Noskes Chinese Crossing, consistent with current signage practices.</p>	<p>TEDO has placed this on TEDSC project list to further scope – including parking at the site.</p>

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Minute No:	Officer to Action	Council Resolution	Action Taken
Ordinary Council Meeting held 20 July 2020			
133/20	DEES	<p>Naming of Bridges – Brookong Creek and Urana Lockhart Road</p> <ol style="list-style-type: none"> 1. Propose the bridge on Urana Lockhart Road be named Brookong Creek Bridge. 2. Propose the culvert over Brookong Creek in Green Street, Lockhart, be named Greens Gonyah Bridge, Brookong Creek. 3. Write to Transport for NSW advising of the proposed names for the bridge on Urana Lockhart Road and the new culvert over Brookong Creek, Lockhart. 	<p>Written to TfNSW advising of the proposed bridge and culverts names.</p> <p>Received response from TfNSW requesting further information. Wrote to NSW Aboriginal Land Council re proposed names. DEES also contacted TfNSW liaison officer on several occasions. Last correspondence on 11/08/2021. Awaiting response.</p>
123/20	GM/DCCS	<p>Land/Premises for Community Development, Lockhart and The Rock</p> <ol style="list-style-type: none"> (i) Council endeavours to secure the purchase of the former GrainCorp premises in Green Street Lockhart for Community Development at a fair market price this financial year. (ii) That Council identifies and secures premises or land in The Rock for the purposes of Community Development by the end of the 2021/22 financial year.” 	<ol style="list-style-type: none"> (i) Purchase completed on 24 June 2021. Complete. (ii) Superseded by Q & S 21/12/2020 (refer page 21). Complete
Ordinary Council Meeting held 20 April 2020			
70/20	GM	<p>Review of Operational Land</p> <p>Council adopts the following actions in relation to the review of land classified as “operational land”:</p> <ul style="list-style-type: none"> • Approach the adjoining owner of the land situated at 2410 Albury Road, Urangeline regarding potential sale or transfer of the land. 	<p>Contact has been made with the adjoining landowner and information provided regarding the Council owned land in anticipation of further discussions.</p> <p>The landowner is liaising with their solicitor.</p>
Ordinary Council Meeting held 16 September 2019			
256/19	GM	<p>Lockhart Renewable Energy Project</p> <ol style="list-style-type: none"> a) Having secured Commonwealth government funding totalling \$1 million for the Better Energy Technology Renewable Energy Project for Lockhart Township; and b) Having given 28 days public notice of its intention to do so: c) Hereby resolves pursuant to Section 356 Local Government Act 1993 to provide financial assistance totalling \$1 million to Better Energy Technology, in the same manner, i.e., progress payments, as Council receives the funding from the Commonwealth, and for the sole purpose of undertaking Stage 1 of the Lockhart Renewable Energy Project. 	<p>Gordon Hinds of Better Energy Technology was to present an update to the July Council meeting but due to COVID-19 restrictions this has been rescheduled to the August meeting (TBC).</p>

Lockhart Shire Council
Ordinary Meeting – 16 August 2021

Minute No:	Officer to Action	Council Resolution	Action Taken
Ordinary Council Meeting held 19 July 2021 – Councillor Questions & Statements			
Questions & Statements	DEES	<p>Cr Verdon: Compliance</p> <p>Advised of a call from the neighbour of a dog breeder, regarding the noise. Enquired as to the approval process, if any, and limit on the number of animals that can be kept, and limitations on noise etc.</p>	Information emailed to Councillors. Complete.
	DCCS	<p>Cr Marston: The Rock Recreation Ground</p> <p>Advised that the track around the oval requires grading and asked if that work is included in the current oval upgrade project, or if it would be undertaken separately.</p>	Contractor engaged. Work scheduled for the week ending 13 August 2021.
Ordinary Council Meeting held 21 June 2021 – Councillor Questions & Statements			
Questions & Statements	DEES	<p>Cr Schirmer: Parking Area adj. to Valmar</p> <p>Thanked the Director of Engineering & Environmental Services for the painting of the disabled parking space in Green Street and requested that the handrail at this location also be painted.</p>	Works scheduled. Complete.
	GM	<p>Cr Driscoll: Proposed Community Centre</p> <p>Drew Council's attention to a block of land on the corner of Burke and Ford Streets, beside the Uniting Church, as a possible space for a community centre and asked if Council could approach the owner?</p>	Contact has been made with the Property Officer of the Riverina Presbytery. A valuation of the land is being arranged to facilitate further discussions and a report to Council.
	DEES	<p>Cr Driscoll: Community Reflection Space</p> <p>Asked if it was possible the park across the road from The Rock Central School could be utilised as a place of quiet reflection for the town, particularly for those suffering the loss of loved ones due to suicide, which has had an impact on the community in recent years.</p>	<p>Park deemed appropriate for reflection space. Proponent to present proposal to Council for consideration.</p> <p><i>Members of The Rock Progress have offered to attend a Council meeting to provide advice. – Mayor suggested next term of Council might be appropriate.</i></p>
	DEES	<p>Cr Sharp: Grubben Road bridge</p> <p>Drew attention to water damaged bitumen on the new culvert/bridge on Grubben Road and asked if the patching of this bitumen could be revisited as previous repairs have not lasted.</p>	Repairs completed. Complete.
	DEES	<p>Cr Sharp: Works Program</p> <p>Noted that Ryan Stock Route has been included in the Works Program for the end of July. Cr Sharp also noted that Munyabla Boundary Road is programmed for February 2022. It is Cr Sharp's belief that this road is in a worse condition than Ryan Stock Route and asked if that road could be brought forward in the program?</p>	Included in 2021-22 works program. Complete.

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Minute No:	Officer to Action	Council Resolution	Action Taken
Ordinary Council Meeting held 17 May 2021 – Councillor Questions & Statements			
Questions & Statements	TEDO	Cr Rockliff: Lockhart Caravan Park Advised it had been suggested to him that while upgrades are being undertaken at the Caravan Park could consideration be given to the installation of a permanent fixture notice board recommending places of interest across the shire i.e.: Tourist site/points of interest.	Referred to Tourism and Economic Development Committee for review of tourism signage. Provision made in landscaping for future signage.
	DEES	Cr Sharp: Ryans Stock Route Referred to the previous works schedule that listed Ryans Stock Route for works in May however it is not appearing on the current works schedule.	Included in 2021-22 works program. Complete.
	DCCS	Cr Schirmer: Internet Availability, Bidgeemia Advised that property owners in the Bidgeemia area have no internet service and requested that Council enquire with telecommunications providers about placing a repeater on Bidgeemia Hill to assist with reception?	Optus has contacted Council to provide an update on what Optus is doing in the Lockhart LGA for coverage and services.
Ordinary Council Meeting held 19 April 2021 – Councillor Questions & Statements			
Questions & Statements	DCCS	Cr Driscoll – Electronic Scoreboards Asked if the delivery of the new scoreboards was still on track.	Delivered, installation under way. Complete
	DEES	Cr Verdon – Linemarking, Urana Street, The Rock Asked if there was a date programmed for linemarking to occur in Urana Street as heavy vehicles are still travelling down the smaller side roads.	DEES to follow up why it was not continued to the cenotaph. Line marker only addressed issue of vehicles travelling on side streets. Procuring contractor.
	GM/ DCCS	Cr Verdon – Opening of New Facilities Suggested that with all the newly completed projects perhaps Council should hold some official openings.	Proposed to liaise with relevant government departments (funding bodies) and section 355 committees regarding an appropriate ceremony(s).
Ordinary Council Meeting held 15 March 2021 – Councillor Questions & Statements			
Questions & Statements	DEES	Cr Marston – The Rock Recreation Ground Directional Signage Asked if the directional signage for the caravan park at The Rock Recreation Ground could be repositioned and/or improved as visitors are taking the wrong turn off Mixner Street and ending up in the dead-end near the creek.	Signs installed. Complete.

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Minute No:	Officer to Action	Council Resolution	Action Taken
	DEES	<p>Cr Rockliff – Living in Main Street</p> <p>Has been advised that people are believed to be living in the former Verandah Town Electrical Store and also the Commercial Hotel. With regard to the hotel, attention has been drawn to a very large bird aviary and Cr Rockliff asked if there were any compliance issues with such a structure.</p>	<p>Contact has been made with the owner of 106 Green Street who has advised that the property is not being used as a residence. Inspection of the property is being arranged.</p> <p>The bird aviary is exempt development based on its size.</p> <p>Complete.</p>
Ordinary Council Meeting held 15 February 2021 – Councillor Questions & Statements			
Questions & Statements	DEES	<p>Cr Verdon – The Rock Post Office</p> <p>Asked if it would be possible to place signage such as “Loading Zone” 6-8am and 4-6pm in an appropriate place outside the Post Office to assist with delivery/collection of parcels.</p>	<p>RSO met with The Rock Post Office. Parking to be remarked. Procuring contractor.</p>
	DCCS	<p>Cr Driscoll – Community Centre for The Rock</p> <p>Advised that The Rock Tractor Service is moving to new premises in the near future and asked if Council could explore the possibility of developing the site for community purposes.</p>	<p>Initial investigations revealed that this land is included on Council’s Contaminated Land Register due to the site’s previous uses which could result in additional clean-up costs if Council was to acquire and develop the land.</p> <p>Enquiries are being made in relation to the vacant land on the corner of Burke and Ford Streets as an alternative (refer Q&S 21/06/2021).</p>
	DEES	<p>Cr Driscoll – Natural Gas</p> <p>Referred to the natural gas pipeline which runs just outside The Rock township. Mentioned previous investigations which found that connection of the town was unfeasible. Asked if investigations could take place to see if the recent growth of the town might make that connection viable, and that Council pursue any opportunities that may assist in making it a feasible project.</p>	<p>Contact has been made with APA (pipeline owner) and Gemena (responsible for connection). The current network is 4km out of The Rock, crossing The Rock Mangoplah Road. Both APA and Gemena indicated that they have no current plans to extend the line. However, further enquiries are being made with Gemena.</p> <p>The issue has also been identified for inclusion in an MoU with a tenderer for the Inland Rail project (refer separate report to Council).</p>
Ordinary Council Meeting held 21 December 2020 – Councillor Questions & Statements			
Questions & Statements	GM	<p>Cr Verdon – Community Land</p> <p>Requested an investigation of the vacant land next to the Men’s Shed and its potential use for community purposes.</p>	<p>Initial investigations revealed that this land is included on the Council’s Contaminated Land Register due to the site’s previous uses. Arrangements are currently being made to obtain a cost estimate for cleaning up the site based on a report provided by the current owner.</p> <p>Enquiries are also being made in relation to the vacant land on the corner of Burke and Ford Streets as an alternative (refer Q&S 21/06/2021).</p>

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Minute No:	Officer to Action	Council Resolution	Action Taken
Ordinary Council Meeting held 20 July 2020 – Councillor Questions & Statements			
Questions & Statements	DCCS	Cr Driscoll – Childcare in the Shire Requested that Council investigate the childcare situation in the Shire and ascertain if there is a need that could be supported by any of The Rock OOSH surplus.	Council will contact both schools in Lockhart as a starting point for feedback on demand for before & after school care.
Ordinary Council Meeting held 3 February 2020 – Councillor Questions & Statements			
Questions & Statements	DCCS	Cr Marston – CCTV With regard to the enquiry made by Cr Rockliff regarding the possible installation of CCTV at Lockhart and The Rock Swimming Pool Complexes, Cr Marston requested that Council also include Recreation Grounds in the Shire in this consideration.	Quotes received, minimum of \$6,000 per site. Not included in draft Budget for 2020/21. Consultation to be undertaken with S355 management committees. Feedback received indicates s355 committees are receptive if funding is available.
Ordinary Council Meeting held 20 November 2017 – Councillor Questions & Statements			
Questions & Statements	GM	Cr Marston – Potential Purchase of Land for Development Following completion of Carson Rd Development, The Rock, enquired if Council could look into the purchase of more land for development (using borrowings) Shire-wide, but maybe concentrating on The Rock and lifestyle blocks in Yerong Creek, requesting this be put on the agenda for further discussion.	Discussions have been held with Council's agent and the availability of suitable developable land coming on to the market is being monitored. Land development at The Rock has also been submitted to the Riverina JO for inclusion in the Statement of Regional Priorities being developed by the JO. Council has resolved to support a rezoning proposal that will facilitate a private residential development at The Rock. DEES to follow up with proponent on progress of application with DPIE.

August 2021 - Correspondence Sent to Councillors

Date sent to Councillors	From	Subject	File Ref
23/7/2021	ALGA/LG NSW	Weekly newsletters dated 16/7 and 20/7 respectively.	
28/7/2021	ALGA/LG NSW	Weekly newsletters dated 23/7 and 27/7 respectively.	
6/8/2021	LG NSW	Weekly newsletter dated 4/8/2021.	
12/8/2021	ALGA/LG NSW	Weekly newsletters dated 6/8 and 11/8 respectively.	

Recommendation: That the Status Report and Correspondence Précis be received.

STAFF REPORTS

STRATEGIC DIRECTION A: A Connected and Resilient Community

3. RIVERINA REGIONAL LIBRARY

(GM: 21/9490)

Executive Summary

The Riverina Regional Library (RRL) is inviting expressions of interest from member councils to undertake the role of Executive Council of the RRL for the period 1 July 2022 to 30 June 2026 in accordance with clause 7 of the RRL Deed of Agreement

Report

The current Deed of Agreement between member councils of the RRL expires on 30 June 2022. The RRL Deed is for a four year term and therefore the next Deed of Agreement will extend from 1 July 2022 to 30 June 2026.

It will be noted from the report of the RRL Advisory Committee meeting held on 22 July 2021 submitted by Council's delegate (refer page 5) that the Committee endorsed the formation of a working party comprising four RRL Advisory Committee representatives and the RRL Executive Director to examine sustainable operating models that ensure the continuation of the RRL in the event that one or more current participating councils do not continue with the future Deed of Agreement from 1 July 2022.

The working party was formed in anticipation of Wagga Wagga City Council resolving not to participate in the future Deed of Agreement from 1 July 2022. At an ordinary meeting of Wagga Wagga City Council subsequently held on 26 July 2021 the Council considered a briefing paper on a review of Wagga Wagga City Library service delivery which recommended that in principle support be given to the standalone Wagga Wagga City Library service option. At that meeting the Wagga Wagga City Council resolved to defer a decision on the matter to its September 2021 ordinary Council meeting to allow an opportunity to consult villages in its local government area that receive RRL services.

Wagga Wagga City Council's non-participation in the future Deed of Agreement commencing on 1 July 2022 will have significant budgetary implications for the remaining member councils. For this reason, and notwithstanding that Wagga Wagga City Council's decision will not be known until its September ordinary Council meeting, the working party will present an interim report regarding sustainable operating models going forward for consideration at the RRL Advisory Committee meeting in October 2021.

In the meantime, the RRL is inviting expressions of interest from member councils to undertake the role of Executive Council of the RRL for the period 1 July 2022 to 30 June 2026 in accordance with clause 7 of the RRL Deed of Agreement.

Clause 7 of the Deed provides for the appointment of an Executive Council to administer various operational, governance and compliance aspects of the RRL for a period of four years. The period of appointment coincides with the quadrennial renewal of the Deed of Agreement. This role is currently performed by Wagga Wagga City Council.

As one of the smaller RRL member councils, and the only member council without a static branch library, it is considered that Lockhart Shire Council does not have the capacity to provide the services required of an Executive Council and therefore it is not proposed to lodge an expression of interest.

Integrated Planning and Reporting Reference

- A1 Facilitate and support programs and projects within the community to make them accessible to people with all abilities
- A1 Support cultural and sporting opportunities that respond to the needs of the community

Legislative Policy & Planning Implications

The current Deed of Agreement between member councils of RRL expires on 30 June 2022. The RRL Deed is for a four year term and therefore the next Deed of Agreement will extend from 1 July 2022 to 30 June 2026.

Budget & Financial Aspects

Wagga Wagga City Council's non-participation in the future Deed of Agreement commencing on 1 July 2022 will have significant budgetary implications for the remaining member councils. A working party

has been established to examine sustainable operating models that ensure the continuation of the RRL and these options will be reported to Council at a future meeting.

Attachments

Nil.

Recommendation: That the information be noted.

4. THE ROCK REGIONAL OBSERVATORY PROJECT – CSU LOAN AGREEMENT

(GM: 21/9893)

Executive Summary

Council previously resolved to enter into a Memorandum of Understanding (MoU) with Charles Sturt University (CSU) in relation to The Rock Regional Observatory project. As the project is nearing completion a more formal agreement with CSU for the loan of the telescope and related astronomical equipment is proposed as well as arrangements for the management of the facility.

Report

Council will be aware that The Rock Progress Association, as the proponents of this project initially received grant funding for the construction of a building to house a telescope and dome at The Reserve for Showground and Racecourse at the Rock. Council expressed in principle support for the project and subsequently became more directly involved when it secured funding under Round 2 of the Stronger Country Communities Fund (SCCF) grant program to add an educational space or lecture theatre to the building.

Council, at its meeting held on 20 May 2019 resolved to accept a transfer of the grant funds from The Rock Progress Association with the approval of the funding body and the two stages of the project were undertaken simultaneously.

On 21 October 2019 Council resolved to enter into an MoU with CSU to facilitate cooperation in relation to the project. CSU was identified as a suitable partner for this project due to:

- The project's educational component
- CSU's status as the pre-eminent tertiary institution in the region
- CSU's access to a telescope and other astronomical equipment
- Lockhart Shire Council and The Rock Progress Association's access to funding for a building to house the telescope as well as for an educational space/lecture theatre
- The site for the building being in close proximity to the CSU campus and, being Crown land, carries none of the risks associated with privately owned land e.g., it cannot be sold or otherwise disposed of.

The observatory building has now been completed and arrangements are being made with CSU for transportation of its astronomical equipment to the site and installation. Bearing in mind that CSU will retain ownership of the equipment whilst making it available for the project, an Agreement for loan of the telescope and access to the facility has been prepared between The Rock Progress Association, Council and CSU. A copy of the Agreement is attached. Attention is drawn to the following aspects of the Agreement in particular:

- The parties acknowledge and agree that the purpose of the facility is to promote education and research activities as well as be a regional attraction for visitors and tourists.
- CSU agrees to loan to Council the equipment to support the facility's education and research activities for schools, the community, and the university sector (the Equipment Purpose).
- On receipt of the equipment, Council is entitled to use the equipment for the Equipment Purpose.
- CSU is responsible for delivering the equipment (together with all applicable manufacturers' instructions as to use, operation and maintenance) to Council at its cost.
- In consideration of the loan of the equipment by CSU to Council, Council grants to CSU the right to include the name of CSU in the name the facility.
- CSU consents to its name, registered or unregistered trademark or logo being utilised in the name of the facility subject to CSU's applicable brand policy or procedure as applicable.

- In consideration of the loan of the equipment by CSU, Council agrees that the facility may be accessed and used from time to time at no cost by CSU's staff and students for education and research activities.
- CSU will utilise any applicable Council booking arrangements to facilitate CSU's access and use of the facility.
- CSU agrees that when accessing the facility, it must comply with (and ensure its staff and students comply with) all directions, conditions, policies and/or procedures issued by Council in relation to the access and use of the facility.
- Council must maintain the equipment in good repair and condition and in proper working order so that the equipment can operate efficiently and at the performance levels applicable to the equipment.
- Council will be responsible for the cost of maintaining the equipment in good repair and condition up front and CSU will contribute proportionately to the costs having regard to its use of the equipment in the preceding year.
- Council bears the entire risk of loss or damage to the equipment from any cause other than as a result of Charles Sturt's use of the equipment (the equipment has been added to Council's insurance policy based on a replacement cost provided by CSU).

Consideration has also been given to the ongoing management arrangements for the facility. The facility itself is unlike any other facility situated on Crown land for which the Council is the Crown Land Manager. However, it is not dissimilar to the management of the Greens Gonyah Museum which is supported by volunteers, charges an admission price and attracts visitors and tour groups. The Greens Gonyah Museum is managed by a section 355 Management Committee.

Accordingly, the loan agreement includes provision for a management committee to be established pursuant to section 355 of the Local Government Act comprising a representative of The Rock Progress Association, Council, CSU, a local amateur astronomer and such other officers or individuals as may be agreed upon.

Integrated Planning and Reporting Reference

- A1 Provide or partner to provide cultural and sporting participation opportunities.
- B2 Create a thriving tourism economy in Lockhart Shire.
- B2 Develop partnerships that support our tourism industry.

Legislative Policy and Planning Implications

Nil.

Budget and Financial Aspects

As a new facility and unlike any other situated on Crown land for which the Council is the Crown Land Manager, it is difficult to estimate the running costs until there has been a period of operation. Similar to the Greens Gonyah Museum at Lockhart, an admission price could be charged by the management committee to assist in meeting running costs.

Attachments

Agreement for loan of telescope and access to facility – The Rock Observatory.

Recommendation: That Council:

1. Authorise the General Manager to execute the "Agreement for loan of telescope and access to facility – The Rock Observatory".
2. Establish a Committee pursuant to section 355 of the Local Government Act and delegate to that Committee care, control and management of The Rock Observatory.

Skip to [Next Item](#)

Item 4: Attachment – Agreement for loan of telescope and access to facility – The Rock Observatory

Agreement for loan of telescope and access to facility – The Rock Observatory

Charles Sturt University

Lockhart Shire Council

The Rock Progress Association

Schedule 1 – Details

This Agreement is made up of this Schedule and the Agreed Terms

Item 1	Parties	<p>Charles Sturt University (ABN 83 878 708 551) being a university incorporated in New South Wales under the <i>Charles Sturt University Act 1989</i> through the Faculty of Science and having its registered office at The Grange, Panorama Avenue, Bathurst, NSW 2795 (Charles Sturt)</p> <p>Lockhart Shire Council (ABN 82 002 584 082) being a body politic of the State, constituted under the Local Government Act 1993 of 65 Green St Lockhart NSW 2656 (Council)</p> <p>The Rock Progress Association (ABN 65 311 474 250) being an incorporated body pursuant to the <i>Associations Incorporation Act 2009</i> Incorporation Number Y1214946 of 32 Urana Street, The Rock NSW 2655 (Association)</p>
Item 2	Commencement Date	[Insert date here]
Item 3	End Date	5 years from the Commencement Date
Item 4	Facility	The Rock Observatory which includes educational space constructed utilising funding received by the Association and Council from the Commonwealth and New South Wales governments and located on Crown Reserve 48746 in relation to which Council has delegated management.
Item 5	Equipment	<p>An optimised 16-inch Dall-Kirkhams ODK16 telescope and associated equipment.</p> <p>The telescope specifications can be found here: www.orionoptics.co.uk/ODK/odk16.html (note that Charles Sturt does not own the Dew Shield).</p> <p>The mount Instruction Manual with specifications has been attached for the EQ8 mount.</p> <p>The dome is a 3.5m School Model Sirius Dome with the following specifications:</p> <ul style="list-style-type: none">• Total Height: 3.25m/10'6"• Wall Height; 1.5m / 5'0"• Diameter: 3.5m / 11'6"• Door size: 1.15m H × 1.0 m W / 3'6" × 3'3"• Open past Zenith: 400mm / 1'3"
Item 6	Equipment Purpose	To support the Facility's education and research activities for schools, the community and the university sector.

Lockhart Shire Council
Ordinary Meeting – 16 August 2021

Item 7	Charles Sturt Coordinating Officer	Name: Mr Peter Ryall
		Position: Faculty Executive Officer
		Division: Faculty of Science
		Organisation: Charles Sturt University
		Address: Boorooma St Wagga Wagga NSW 2650
		Australia
		Telephone: + 61 2 69 332 863
		Email: pryall@csu.edu.au
	Council Coordinating Officer	Name: Peter Veneris
		Position: General Manager
		Organisation: Lockhart Shire Council
		Address: 65 Green St Lockhart NSW 2656
	Telephone: 02 6920 5305	
	Email: Pveneris@lockhart.nsw.gov.au	
Association Coordinating Officer	Name:	
	Position: Committee Member	
	Organisation: The Rock Progress Association	
	Address:	
	Telephone:	
	Email:	

Execution

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Agreement on behalf of the party on whose behalf they have signed.

Signature for Charles Sturt

SIGNED for **CHARLES STURT UNIVERSITY** in the)
presence of)
) Signature

Signature of witness Name (print)

Name of witness (print) Position (print)

Position Date signed

Signature for Council

SIGNED for **LOCKHART SHIRE COUNCIL** in the)
presence of)
) Signature

Signature of witness Name (print)

Name of witness (print) Position (print)

Position Date signed

Signature for Association

SIGNED for **THE ROCK PROGRESS
ASSOCIATION** in the presence of

)

)

)

Signature

Signature of witness

Name (print)

Name of witness (print)

Position (print)

Position

Date signed

Background

- A. Charles Sturt is Australia's largest regional university and a unique multi-campus institution with major campuses at Albury-Wodonga, Bathurst, Dubbo, Orange, Port Macquarie and Wagga Wagga.
- B. Council provides local governance to the Lockhart Shire which is a local government area in the Riverina region of New South Wales, Australia. The Shire was created in 1906 and is an agricultural and pastoral area. The main towns and villages in the Shire include Lockhart, The Rock, Yerong Creek, Pleasant Hills and Milbrulong
- C. The Association is a community group focussed on improving and growing their local community. The Association comprises people from the local community who are interested in promoting local issues.
- D. Charles Sturt, Council and the Association entered into a Memorandum of Understanding dated 12 November 2019 which provided a general framework in relation to "The Rock Regional Observatory Project Proposal", a copy of which is attached at Annexure A.
- E. The Facility, which is being constructed on land under the care and control of Council and will be operated by Council, is expected to be completed in or around February 2021.
- F. Charles Sturt is the proprietor of a telescope and other associated equipment.
- G. It is the intention of the parties that this Agreement sets out the general purpose of the Facility, rights and obligations surrounding Charles Sturt's loan of its telescope and other associated equipment to Council to be located in the Facility and provide a general framework in relation to facilitating access to the Facility by Charles Sturt and its staff and students.

Agreed Terms

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement means this Agreement and any Schedule or Appendix attached to this Agreement.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Claim means any claim, notice, demand, debt, account, action, expense, cost, lien, loss, damage, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

Confidential Information of a party means all trade secrets, knowhow, financial information, marketing, and schemes and other commercially or scientifically valuable information of whatever description and in whatever form which by its nature is confidential and which:

- (a) has been marked as confidential by a party; or
- (b) is otherwise known or reasonably ought to be known by a party as confidential.

but does not include information that is in the public domain or is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damage.

Term means the period specified in clause 2.1 and includes any extension of the Term pursuant to clause 2.1.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) the terms in each Item of Schedule 1 have the meaning ascribed to them in the right hand column of that Schedule;

- (b) words in the singular include the plural and vice versa;
- (c) where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (d) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (e) headings are for convenience only and do not affect the interpretation of this Agreement;
- (f) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
- (g) references to persons include bodies corporate, government agencies and vice versa;
- (h) references to the parties include references to respective directors, officers, employees, agents of the parties;
- (i) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
- (j) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

2 Term and termination of Memorandum

- 2.1 This Agreement commences on the Commencement Date and ends on the End Date unless terminated earlier in accordance with its terms.
- 2.2 If the Commencement Date predates the date this Agreement is last signed:
 - (a) the parties acknowledge that the activities contemplated by this Agreement commenced on the Commencement Date;
 - (b) the parties agree that this Agreement commences on the Commencement Date and is deemed to have applied to all activities carried out by the parties from the Commencement Date; and
 - (c) the parties each warrant that it has complied with its obligations under this Agreement during the period from the Commencement Date to the date this Agreement is last signed.
- 2.3 The parties may, at any time before the Term expires, extend the Term for a further term to be agreed between them in writing. This Agreement will then apply to that extended term.
- 2.4 The parties agree that, the Memorandum of Understanding entered into between the parties and dated 12 November 2019 terminates on the date on which the last party signs this Agreement.

3 Purpose and promotion of Facility generally

- 3.1 The parties acknowledge and agree that the purpose of the Facility is to promote education and research activities as well as be a regional attraction for visitors and tourists.
- 3.2 The parties agree to promote the Facility in a manner to be mutually agreed between the parties to the following groups:
 - (a) schools including but not limited to:
 - (i) school teachers to undertake in-service and refreshment programs;
 - (ii) school age students in Years 11-12 science (Physics, Chemistry Biology);
 - (iii) school age students in High School;
 - (iv) primary school students; and
 - (v) early age/preschool students;
 - (b) the general public including but not limited to:
 - (i) tourists;
 - (ii) members of the University of the Third Age;

- (iii) members of Adult Education classes; and
 - (iv) members of cultural and social clubs; and
- (c) the university sector including but not limited to:
- (i) science students and researchers;
 - (ii) education students; and
 - (iii) tourism and communication students.

4 Loan of Equipment

- 4.1 In consideration of the access arrangements to the Facility as described in clause **Error! Reference source not found.**, Charles Sturt agrees to loan to Council the Equipment from the Commencement Date for the Term for the Equipment Purpose.
- 4.2 On receipt of the Equipment, Council is entitled to use the Equipment for the Term for the Equipment Purpose subject to this Agreement.

5 Warranty, Delivery, and Return of Equipment

- 5.1 Charles Sturt warrants that as at the Commencement Date, the Equipment is in good repair and condition and in proper working order.
- 5.2 Charles Sturt is responsible for delivering the Equipment (together with all applicable manufacturers' instructions as to use, operation and maintenance) to Council on the Commencement Date at its cost.
- 5.3 Subject to the Equipment being received in good and working order, Council agrees to accept delivery of the Equipment.
- 5.4 On or before the expiry of the Term, Council agrees to return the Equipment in good repair and condition and in proper working order, fair wear and tear excepted, to Charles Sturt at its cost.

6 Use of the Equipment

- 6.1 Council must:
- (a) store the Equipment safely and securely in the Facility;
 - (b) only use the Equipment for the Equipment Purpose;
 - (c) ensure that only qualified personnel may operate and use the Equipment; and
 - (d) ensure that all operation of the Equipment complies with all applicable laws and all manufacturers' instructions as to use, operation and maintenance.

7 Ownership of Equipment

- 7.1 The Equipment at all times remains the sole and exclusive property of Charles Sturt.
- 7.2 Council is a bailee only and has no right, title or interest in the Equipment.

8 Name of Facility

- 8.1 In consideration of the loan of the Equipment by Charles Sturt to Council pursuant to clause 4, Council grants to Charles Sturt the right to include the name of Charles Sturt in the name the Facility for the Term.
- 8.2 Charles Sturt accepts the right referred to in clause and consents to its name, registered or unregistered trademark or logo being utilised for that purpose subject to Charles Sturt's applicable brand policy or procedure as applicable.
- 8.3 As soon as practicable following the Commencement Date, the parties will discuss, in good faith, the proposed name of the Facility. Once the name is agreed, Council is responsible, at its cost, to erect associated signage at or around the Facility.
- 8.4 At the end of the Term or earlier expiry of this Agreement, Council must promptly remove any reference to Charles Sturt's name, registered or unregistered trademark or logo in the name of the Facility and is

responsible, at its cost, to remove any associated signage and repair any damage to the Facility caused by the signage or its removal.

9 Access to the Facility by Charles Sturt

- 9.1 In further consideration of the loan of the Equipment by Charles Sturt to Council pursuant to clause 4, Council agrees that the Facility may be accessed and used from time to time during the Term at no cost by Charles Sturt's staff and students for education and research activities.
- 9.2 Charles Sturt will utilise any applicable Council booking arrangements in order to facilitate Charles Sturt's access and use of the Facility as advised from time to time.
- 9.3 Charles Sturt agrees that when accessing the Facility, it must comply with (and ensure its staff and students comply with) all directions, conditions, policies and/or procedures issued by Council in relation to the access and use of the Facility.
- 9.4 On or around each anniversary of the Commencement Date during the Term, Council agrees to provide Charles Sturt with an annual summary of the permitted use of the Equipment for that preceding year by Charles Sturt (**Annual Summary**). The results of each Annual Summary will be used to determine each party's proportionate share to those costs referred to in clause 10 for that preceding year.

10 Servicing, support and repairs and proportionate costs

- 10.1 Subject to clause 10.2, Council must:
- (a) maintain the Equipment in good repair and condition and in proper working order so that the Equipment can operate efficiently and at the performance levels applicable to the Equipment at the Commencement Date; and
 - (b) notify Charles Sturt of any servicing or repairs required to be carried out in respect of the Equipment and Council agrees to arrange for such servicing or repairs to be carried out by suitably trained and qualified personnel.
- 10.2 The parties agree that:
- (a) Council will be responsible for the costs referred to in clause 10.1 up front;
 - (b) Charles Sturt will contribute proportionately to the costs referred to in clause 10.1 having regard to its use of the Equipment as outlined in the applicable Annual Summary for the preceding year;
 - (c) on receipt of a valid tax invoice from Council and if Charles Sturt otherwise agrees with Council's calculations, Charles Sturt agrees to reimburse Council its proportionate share of costs; and
 - (d) Council must keep complete and accurate records and books of account with respect to its obligations at clause 10.1 and agrees to provide copies of such records and accounts to Charles Sturt upon request.

11 Loss or damage to Equipment

- 11.1 Council bears the entire risk of loss or damage to the Equipment from any cause other than as a result of Charles Sturt's use of the Equipment pursuant to clause 8.
- 11.2 If the Equipment or any part of the Equipment is lost or damaged (other than as a result of Charles Sturt's use of the Equipment pursuant to clause 8), then:
- (a) Council must promptly notify Charles Sturt;
 - (b) Council must promptly repair or replace the lost or damaged Equipment with equipment which is comparable, in good repair and condition and working order; and
 - (c) all such repaired or replacement equipment forms part of the Equipment and is the property of Charles Sturt.

12 Public statements and logo

- 12.1 If either party wishes to make a public statement in respect of the Agreement, it will forward a copy of the proposed public statement to the other party and obtain the prior written consent of the other party (which must not be unreasonably withheld or delayed).
- 12.2 Neither party may use the other party's name, registered or unregistered trademark or logo without the prior written consent of that other party (such consent may include conditions or style guides, as required).

13 Confidential Information

- 13.1 Unless a party obtains the prior written approval of the other party to disclose Confidential Information, each party must:
- (a) maintain the secrecy of the other's Confidential Information;
 - (b) not use the other's Confidential Information except as required for the performance of this agreement;
 - (c) not disclose the other's Confidential Information to any other person other than employees or advisers who need to know it in order to perform that party's obligations under this agreement (**Representatives**); and
 - (d) use reasonable endeavours to ensure that its Representatives comply with sub-clause (a), (b) and (c).
- 13.2 Each party may disclose the other's Confidential Information if required by law but, if possible, it must inform the other party first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested.

14 Insurance

- 14.1 Each party must effect and maintain the following insurance policies during the Term:
- (a) public liability and professional indemnity insurance for an amount of not less \$20 million respectively for any one claim and in the aggregate for all claims arising from one source or originating source; and
 - (b) Workers' Compensation cover for staff.
- 14.2 Council further agrees to effect and maintain during the Term insurances in respect of the Equipment against loss or damage due to fire, accident, theft, malicious damage and loss or damage.
- 14.3 Each party must, if requested by the other party, provide the other party with a certificate of currency in respect of any insurance policy effected in accordance with clause 14.1, and Council must, if requested by Charles Sturt, provide Charles Sturt with a certificate of currency in respect of the insurance policy effected in accordance with clause 14.2.

15 Indemnity

15.1 General Indemnity

- (a) Each party (**Indemnifier**) must indemnify and keep indemnified the other (**Indemnified Party**) from and against any Claim incurred or suffered by, or made against, the Indemnified Party as a result of or in connection with:
 - (i) any breach of this Agreement by the Indemnifier; and
 - (ii) any unlawful or negligent act or omission or wilful misconduct by the Indemnifier or its officers, employees, agents and contractors (and in respect of Charles Sturt, its students) under or in connection with this Agreement.
- (b) A party's liability to indemnify the other under this clause will be reduced proportionately to the extent that any act or omission or conduct by the Indemnified Party (including its officers, employees, agents and contractors and in respect of Charles Sturt, its students) contributed to the relevant Claim.

15.2 Consequential Loss

No party will be liable to the other party for any Consequential Loss suffered by the other party in any way arising from any Claim.

15.3 No exclusion of common law

The Indemnifier's liability to indemnify the Indemnified Party under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.

15.4 Nature and scope

The indemnities in this Agreement:

- (a) are continuing and independent obligations;
- (b) survive termination or expiry of this Agreement; and
- (c) include the indemnified party's reasonable legal costs on a full indemnity basis.

16 Coordinating Officers

16.1 Each party must appoint a Coordinating Officer to liaise with the other party's Coordinating Officer regarding the general operation of this Agreement.

16.2 Each party may change its Coordinating Officer by giving written notice to the other party.

17 Management Committee

17.1 The Council may establish a management committee pursuant to section 355 of the *Local Government Act* constituted by at least the Coordinating Officer from each party, a representative from the Association, a local amateur astronomer, and such other officers or individuals as may be agreed between the parties (**Committee**).

17.2 The Committee will at least twice a year or such other time frame as mutually agreed between the parties meet either in person, by telephone or by video conference as necessary to ensure the terms of this Agreement operate efficiently and in the best interest of both parties.

17.3 More specifically, the Committee will:

- (a) regularly review the progress of the general obligations of each party, and report to the parties;
- (b) keep records and minutes of any meetings and discussions;
- (c) use reasonable endeavours to ensure the general obligations of each party proceed in accordance with the agreed aims of the parties; and
- (d) act as a forum for consultation regarding the general obligations of each party, provided that the Committee itself has no authority to bind a party or exercise any discretion or right conferred upon a party by this Agreement.

18 Dispute Resolution

18.1 A party must not begin legal action (except urgent interlocutory relief), unless that party has complied with this clause.

18.2 A party claiming that a dispute has arisen must notify the other party specifying details of the dispute.

18.3 Each party must refer a dispute to an authorised officer for consideration and use its best efforts to resolve the dispute through negotiation.

18.4 If the dispute has not been resolved within seven (7) Business Days following the dispute notification or longer period agreed between the parties, the dispute must be referred to an expert mediator agreed between the parties, or if the parties cannot agree, a mediator appointed by the Australian Disputes Centre in Sydney.

18.5 If the dispute has not been resolved within ten (10) Business Days of being referred to the mediator, then either party may terminate the mediation process by written notice to the other party.

18.6 The parties agree:

- (a) that any information provided for the purposes of resolving any dispute under this clause is to remain strictly confidential and may only be used for the purpose of settling the dispute; and
- (b) to share equally the costs in connection with retaining a mediator under this clause.

19 Termination

- 19.1 This Agreement may be terminated:
- (a) by both parties in writing;
 - (b) by either party upon service of notice in writing to the other party if the other party fails to perform any of its obligations under this Agreement and fails to take steps to remedy the breach to the satisfaction of the other party within thirty (30) days of service of the notice;
 - (c) by either party at any time by written notice of termination to the other party, upon the happening of one or more of the following events:
 - (i) where a resolution of the other party is passed or court order is made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law; or
 - (ii) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the other party or any part thereof;
 - (d) by either party by written notice if there is an irreconcilable difference between the parties concerning the terms and conditions of this Agreement, the date of termination being the date specified in the relevant written notice.
- 19.2 On termination of expiry of this Agreement:
- (a) accrued rights and remedies of the parties shall not be affected;
 - (b) Council must yield up the Equipment pursuant to clause 5.4;
 - (c) the name of the Facility must be amended and any associated signage removed pursuant to clause 8.4; and
 - (d) each party must promptly pay the other party any amounts due and payable pursuant to this Agreement (if any).

20 General provisions

- 20.1 **Variation.** This Agreement may be varied by written agreement of the parties.
- 20.2 **Notices.** Any notice under this Agreement will be sufficiently served if addressed to the Coordinating Officer for the relevant party and:
- (a) delivered personally to the party to be served; or
 - (b) sent by email, in which case it will be deemed to be received on the day of transmission provided that it is sent before 5.00pm on a Business Day and is otherwise deemed to have been received on the next following Business Day; or
 - (c) sent by prepaid post, in which case it will be deemed to be received on the fourth Business Day after posting.
- 20.3 **Entire Agreement.** This Agreement contains the entire understanding between the parties in relation to its subject matter. All previous negotiations, undertakings or representations in relation to the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect.
- 20.4 **Survival.** The following clauses will survive termination or expiry of this Agreement: clause 12 (Public statement and logo), clause 13 (Confidential Information), clause 14 (Insurance), clause 15 (Indemnity), clause 18 (Dispute Resolution), clause 19 (Termination), this clause 20.4, and any other clause which by its nature is intended to survive termination or expiry.
- 20.5 **Costs.** Each party will pay their own costs in connection with the preparation and execution of this Agreement.
- 20.6 **Severance.** If any part of this Agreement is void or unenforceable in any jurisdiction, it is severed for that jurisdiction and the remainder of this Agreement will remain in full force and effect
- 20.7 **Governing Law.** This Agreement is governed by and is to be construed in accordance with the laws in force in New South Wales. Each party submits to the non-exclusive authority of the courts of New South Wales and any courts having authority to hear appeals from them.
- 20.8 **Relationship of Parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture or agency or relationship of employment between the parties.

- 20.9 **Non exclusivity.** The parties agree that this is a non-exclusive arrangement and that each party is free to enter into similar arrangements with other parties.
- 20.10 **Further action and cooperation.** Each party must:
- (a) do everything reasonably necessary to give effect to its performance of this document;
 - (b) not knowingly do anything to frustrate or hinder the performance of this document;
 - (c) co-operate with the other party in the performance of this document; and
 - (d) ensure that its officers, employees, contractors and other personnel co-operate with the officers, employees, contractors and other personnel of the other party in the performance of this document.
- 20.11 **Assignment.** A party must not assign, novate or subcontract any of its rights obligations or interests under this Agreement without the prior written consent of the other party.
- 20.12 **Waiver.** The failure to enforce any provision of this Agreement will not be interpreted as a waiver of that provision. Any waiver must be in writing and signed by the party granting the waiver. A waiver by either party in respect of a breach of a provision will not be taken to be a waiver in respect of any other breach.
- 20.13 **Counterparts.** This Agreement may be executed in counterparts which together constitute one and the same agreement.
- 20.14 **GST.**
- (a) Unless otherwise defined in this Agreement, words or expressions used in this clause have the same meaning as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (GST law)*.
 - (b) If a taxable supply is made to a recipient, the party which makes the taxable supply must provide the recipient with a tax invoice or other document with information required by the GST law to be included in a tax invoice to enable the recipient to claim an input tax credit.
 - (c) If any GST is payable by the party which makes the taxable supply under this Agreement, any consideration payable for any such taxable supply will be increased by the amount of GST payable (except to the extent that the consideration is already expressed to be GST inclusive).

5. **REQUEST FOR FINANCIAL ASSISTANCE – THE ROCK CENTRAL SCHOOL P&C ASSOCIATION**
(GM: 21/10153)

Executive Summary

A request for financial assistance has been received from The Rock Central School Parents and Citizens Association.

Report

The President of The Rock Central School Parents and Citizens Association has written to Council as follows:

“We are holding a Golf Day on the 11th September 2021 to raise money for a new cricket pitch for our children to practice their cricket skills and enjoy the social and physical benefits associated with this activity.

We are looking for sponsors and were wondering if Lockhart Shire Council would like to come on board and help?

Hole sponsorship is \$50 or Major sponsorship \$200.

We will be giving social media plugs to all of our sponsors in recognition of their generosity.

I would greatly appreciate your consideration of sponsorship for this fundraising event.”

Council has agreed to sponsor events by local organisations in the past including the Lockhart Bowling Club when it was hosting an annual bowls tournament (\$300) and the Explorers Rifle Club at Lockhart for its annual shooting competition (\$300). Accordingly, it is recommended that The Rock Central School Parents and Citizens Association’s request for a major sponsorship in the amount of \$200 be supported.

Integrated Planning and Reporting Reference

- A1 Build capacity, capability and partnerships to encourage sustainable community groups and clubs.
- A1 Provide support and advice to community groups, clubs and volunteers.

Legislative Policy & Planning Implications

Pursuant to Section 356 of the Local Government Act Council may, in accordance with a resolution of the Council, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions.

Budget & Financial Aspects

There are sufficient funds within Council’s 2021/22 Budget allocation for financial assistance granted pursuant to Section 356 of the Local Government Act, to accede to this request.

Attachments

Nil.

Recommendation: That Council contribute an amount of \$200 towards The Rock Central School Parents and Citizens Association Golf Day and that the contribution be funded from the 2021/22 budget allocation for Section 356 contributions.

STRATEGIC DIRECTION B: A Dynamic and Prosperous Economy

6. INLAND RAIL PROJECT – MEMORANDUM OF UNDERSTANDING

(GM: 21/9903)

Executive Summary

Council has been approached by a tenderer for the Inland Rail project with an opportunity to work collaboratively for mutual benefit should its bid be successful.

Report

As previously reported Inland Rail extends 1,700km, from Tottenham in Victoria to Acacia Ridge in Queensland and will enable the use of double-stacked, 1,800m long trains with a 21-tonne axle load at a maximum speed of 115km/h.

The majority of work required on the Albury to Illabo section of the project will be at the Albury, Wagga Wagga and Junee train stations. Some work will be required to be undertaken at The Rock and Yerong Creek and it is understood that this work will all be carried out within the rail corridor.

Council has been approached by Laing O'Rourke Australia Construction Pty Ltd, who are preparing a tender bid for the project, with an offer to work collaboratively with the Company to provide opportunities for local individuals and companies to construct Inland Rail, should its bid be successful.

More specifically, the purpose of the collaboration is to determine the availability of skills, workforce, businesses and benefits available from within Lockhart Shire to Laing O'Rourke in its bid to generate a skilled workforce to construct selected sections of the Inland Rail between Albury and Parkes, and to determine the potential for Laing O'Rourke to build into its bid the creation of businesses and lasting legacies for the Lockhart Shire.

A Memorandum of Understanding (MoU) is being proposed that will not be legally binding but be a statement of intent by the parties to encourage mutual cooperation. A copy of the MoU is attached.

In particular it is noted from the MoU that it is proposed to investigate opportunities to:

- Coordinate work camp requirements of TransGrid and Laing O'Rourke
- Establish a pedestrian overpass over the Olympic Highway and the Main South Railway Line at The Rock
- Access natural gas for work camps and subsequent domestic use
- Identify stockpile locations for ballast, rail, water and sleepers for construction of sections of inland rail
- Establish passing loops and turnouts at The Rock and at Yerong Creek
- Identify and propose individuals and companies to sub-contract for opportunities to construct Inland Rail
- Identify individuals to engage in apprenticeships and higher education

It will be noted that the opportunity has been taken to include in the MoU references to infrastructure for which Council has previously advocated e.g., pedestrian overpass over the Olympic Highway and rail line and natural gas to The Rock.

The MoU does not provide Laing O'Rourke with exclusivity and therefore there is nothing preventing Council from entering into similar arrangements, or from working collaboratively with other tenderers should they initiate a similar approach.

Integrated Planning and Reporting Reference

B1 Improve services and infrastructure that supports our rural businesses.

B1 Lobby to increase the use of rail for agricultural transportation.

Legislative Policy & Planning Implications

The Inland Rail project has been declared State Significant Infrastructure.

Budget & Financial Aspects

Nil.

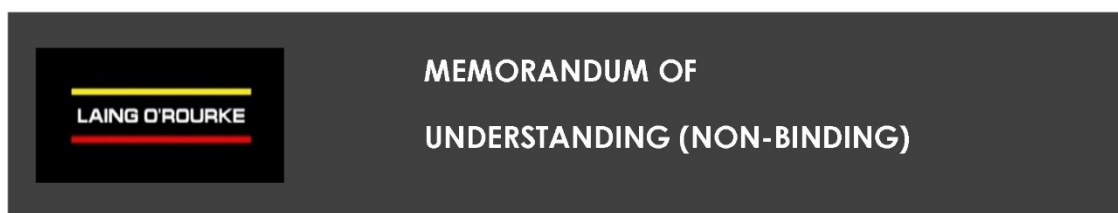
Attachments

- MoU – Laing O’Rourke and Lockhart Shire Council.

Recommendation: That Council enter into the Memorandum of Understanding with Laing O’Rourke Australia Construction Pty Ltd, for the purposes of working collaboratively for mutual benefit should the Company’s tender for the Inland Rail project be successful.

Skip to [Next Item](#)

Item 6: Attachment – MoU Laing O'Rourke and Lockhart Shire Council



Agreement No. [insert #]

Project No. [insert #]

This Agreement made the day of 2021

BETWEEN: **LAING O'ROURKE AUSTRALIA CONSTRUCTION PTY LIMITED**, (ABN 39 112 099 000)
Level 21, 100 Mount Street, North Sydney NSW 2060 (**Laing O'Rourke**)

AND: **LOCKHART SHIRE COUNCIL** (ABN 82 002 584 082)
65 Green St, Lockhart NSW 2656

(referred to herein as "Parties" or individually as "Party")

BACKGROUND

1. The Parties are interested in working together for the Purposes described in this Memorandum.
2. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
3. This Memorandum is not intended to be legally binding but rather is intended to document the expectations of each Party.
4. Each Party respectively undertakes to act in good faith in accordance with this Memorandum.

PROJECT AND PURPOSE

5. The parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as the Laing O'Rourke Lockhart Shire Council Collaboration for Inland Rail Construction ("the Project").
6. *The Project has the following purpose ("the Purpose"):*
 - (i) determine the availability of skills, workforce, businesses and benefits available from within Lockhart Shire to Laing O'Rourke in its bid to generate a skilled workforce to construct selected sections of the Inland Rail between Albury and Parkes.
 - (ii) determine the potential for Laing O'Rourke to build into its bid the creation of businesses and lasting legacies for the Lockhart Shire should its bid for work be successful.

NON-BINDING MEMORANDUM

7. *The parties hereby acknowledge and agree that the terms of this memorandum:*
 - (i) are not intended to be legally binding.
 - (ii) are not exhaustive.
 - (iii) are expressly "subject to contract" until there exists a final written contract, in relation to the project, which is entered into by the parties.

8. Nothing in this Memorandum will be construed as creating any legal relationship between the parties.
9. This memorandum does not create any rights, obligations or duties for any Party.
10. This Memorandum is a statement of intent by the parties and it is intended to encourage mutual cooperation.
11. Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this Memorandum or at any subsequent date.
12. Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the parties' respective intentions as at the date of this memorandum.

CHANGES TO THE MEMORANDUM

13. This Memorandum may be amended at any time by agreement between the Parties.
14. Any changes to this Memorandum must be made in writing and signed by the Parties.

GENERAL OBLIGATIONS

15. Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith best endeavours to achieve the purpose and to give effect to the terms of this Memorandum.
16. The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
17. Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.
18. The parties will have the obligations as described below:
 - (i) each party will seek to maximise the contribution of residents, employees and businesses within Lockhart Shire to services required for the construction of the Inland Rail between Albury and Parkes.

ROLES OF PARTIES

19. Laing O'Rourke will have the following obligations in relation to the project:
 - (i) Investigate opportunities to:
 - establish a work camp at The Rock.
 - establish a pedestrian overpass over the Olympic Highway and the Main South Railway Line at The Rock.
 - reduce Local Government skills shortages through assistance with planning and engineering capability as a Delivery Partner.
 - access natural gas for work camps and subsequent domestic use.
 - identify stockpile locations for ballast, rail, water and sleepers for the construction of sections of the Inland Rail.
 - establish passing loops and turnouts at The Rock and at Yerong Creek.
 - (ii) Assist identified individuals and companies to sub-contract for opportunities to construct Inland Rail between Albury and Parkes.
 - (iii) Assist identified individuals to engage in apprenticeships and higher education.

20. Lockhart Shire Council will have the following obligations in relation to the project:
- (i) Investigate opportunities to:
 - establish a work camp at The Rock.
 - coordinate work camp requirements of Laing O'Rourke and other Critical State Infrastructure projects in the district.
 - establish a pedestrian overpass over the Olympic Highway and the Main South Railway Line at The Rock.
 - identify stockpile locations for ballast, rail, water and sleepers for construction of sections of inland rail.
 - establish passing loops and turnouts at The Rock and at Yerong Creek.
 - (ii) Identify and propose individuals and companies to sub-contract for opportunities to construct Inland Rail between Albury and Parkes.
 - (iii) Identify individuals to engage in apprenticeships and higher education.
 - (iv) Provide local media support for Laing O'Rourke.

CONFIDENTIALITY

21. For the sake of clarity, this "Confidentiality" clause, like the rest of this Memorandum, is not intended to be legally binding. The Parties acknowledge and agree that if they need to be protected by a binding Confidentiality Agreement, they will prepare such a binding Confidentiality Agreement separately.
22. The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information").
23. The Parties each hereby acknowledge and agree that they may both be the receiving party in relation to some of the Confidential Information ("Receiving Party") and the disclosing party in relation to some other Confidential Information ("Disclosing Party"), and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.
24. For the purposes of this Memorandum, Confidential Information may include but is not limited to:
- (i) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise).
 - (ii) any information derived from any other information which falls within this definition of Confidential Information.
 - (iii) Any copy of any confidential information.
25. For the purposes of this Memorandum, Confidential Information does not include information which:
- (i) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation).
 - (ii) is, or becomes, publicly available, through no fault of the Receiving Party.
 - (iii) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality of obligations by making such a disclosure.
 - (iv) is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or

- (v) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.
26. In relation to Confidential Information this Memorandum requires:
- (i) The Receiving Party shall keep the Confidential Information confidential and secret.
 - (ii) The Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
 - (iii) The Receiving Party shall not release the Confidential Information to any other party, unless that other party is an adviser who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.
27. If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.
28. Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after the Party ceases to participate in the Project.

CONFIDENTIALITY

29. This Memorandum will commence on _____ 2021.
30. This Memorandum will remain in effect unless and until terminated by the Parties.
31. Either Party may terminate this Memorandum by providing notice in writing to the other Party.

CONSEQUENCES OF TERMINATION

32. In the event that this memorandum is terminated:
- (i) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and
 - (ii) Notwithstanding the preceding sub-clause hereof, either party may incur liability towards the other Party in connexion with matters outside this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.
33. In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information items that are the property of the other Party ("Second Party"), then the First Party must promptly return all items to the Second Party, or destroy any items if directed to do so by the Second Party.
34. The non-binding obligations provided in the "Confidentiality" clause of this Memorandum will continue for the time period as provided in that clause.

COSTS

35. Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

APPLICABLE LAW

36. Notwithstanding that this Memorandum is not legally binding, the Parties agree that in the event that law needs to be applied to it, the laws of New South Wales will apply.

EXECUTED as a Memorandum of Agreement

Signed for an on behalf of)
LAING O'ROURKE AUSTRALIA)
CONSTRUCTION PTY LIMITED by) Signature
its authorised representative:)
)
) Name

Signed for and on behalf of)
LOCKHART SHIRE COUNCIL by its) Signature
authorised representative)
)
)
) Name

STRATEGIC DIRECTION C: An Environment that is Respected and Protected

Nil.

STRATEGIC DIRECTION D: Infrastructure for the Long-Term Needs of the Community

7. ENGINEERING AND ENVIRONMENTAL SERVICES REPORT

(DEES: 21/10085)

Executive Summary

Monthly report on engineering and environmental services matters.

Background Information

a) **Works:**

Wattles Road/Tinamba Lane: final seal completed. TfNSW approved final intersection designs. Construction to commence in late September subject to weather conditions.

Prichard Place: extension of existing sealed section by 400 metres. Consultant appointed for design.

Lockhart Kywong Road (MR370) North: the section starts 1.25km north of Slocums Lane and ends short of Seberrys Lane. Consultant appointed for design.

Lockhart Kywong Road (MR370) North: the section starts 170m north of Spanish Avenue and ends 520m south of Lockhart Boree Creek Road. Consultant appointed for design.

Grading and minor gravelling of unsealed roads: completed grading of Ryans Lane, Frank Westblade Lane and Spanish Avenue. Completed resheeting on Ryan Stock Route.

Lockhart Caravan Park: Approval to operate a caravan park and camping ground under section 68 Part F2 of the *Local Government Act 1993* has been granted. Installation and testing of the water lines for the fire hydrant and hose reels are completed. New pedestals are installed. The disabled toilet building is demolished. Modus advised that production of the new disabled toilet is delayed and may only be installed at the end of August/early September. Works will continue into late August/early September subject to weather conditions. It is proposed to reopen the caravan park as soon as the internal roads and carparking works are completed.

Review of Road Classification: Council received several requests to review the classification of roads including Slys Lane (Unconstructed), Chaplin Lane (Unconstructed), etc. It is proposed to review Council's Local Roads Classification & Maintenance Policy 2.17 in the first instance prior to commencing classification of the road network, rather than 'spot' reclassification.

Winning and Crushing of Gravel: tenders have been invited for the winning and crushing of gravel within the Shire. The tender closes on Monday 30 August 2021.

Contract for Bitumen, Emulsions and Asphalt Materials and Services: every year, in conjunction with Greater Hume Shire Council, Council invites tenders from suitably qualified contractors for bitumen, emulsions and asphalt materials and services. The tender for bitumen, emulsions and asphalt materials and services 2021-22 was advertised through Vendor Panel. The tender closed on Monday, 2 August 2021.

An updated 12-month programme will be presented at the meeting.

b) **Major Projects:**

Flood Mitigation Construction–The Rock: Excel Gray Bruni has been appointed to undertake the flood mitigation works at The Rock, being the drainage works along Nicholas, Yerong and Urana Streets. Construction is scheduled to commence in September 2021 subject to weather conditions. Letters were posted to properties directly impacted.

c) **Road Safety:**

TfNSW issued a new 4-year contract for the shared funding of the Road Safety Officer. The contract was reviewed, and Council opted to enter a 1-year contract.

d) **Lockhart Local Emergency Management Committee:**

The last meeting of the Lockhart LEMC was held on Friday 11 June 2021. The Rescue & Land Search Response to Galore Hill Reserve was reviewed at the Fire & Rescue Sub-Committee meeting held on the same day. The next LEMC meeting is scheduled for Friday 10 September 2021.

e) **Fleet:**

Currently seeking quotes for fleet replacements in accordance the 2021-22 program. A tender for a water truck was advertised and closes on Monday 30 August 2021.

f) **Biosecurity and Environment:**

Property Inspections

Inspections were carried out on residential, rural, and commercial properties, which were selected due a change in ownership, the detection of priority weeds being present from the property boundary, or to assess the effectiveness of applied control methods.

Weeds most found were Prickly pear (*Opuntia sp.*), Wild radish (*Raphanus raphanistrum*), Privet (*Ligustrum sp.*), Galvanised burr (*Sclerolaena birchii*), Horehound (*Marrubium vulgare*), Bridal creeper (*Asparagus asparagoides*), Coolatai grass (*Hyparrhenia hirta*), and Willows (*Salix sp.*).

No. 1 st Inspections	No. Re-inspections required	No. 2 nd Inspections	No. Biosecurity Undertakings Accepted	No. Biosecurity Directions Issued	No. 3 rd Inspections	No. 4 th Inspections
11	5	2	0	0	0	0

Control Program

Priority was given to the control of Horehound (*Marrubium vulgare*), Bridal creeper (*Asparagus asparagoides*) and Coolatai grass (*Hyparrhenia hirta*) on roadside reserves. Known Spiny burgrass (*Cenchrus spinifex*) sites were also sprayed.

Riverina Weeds Action Program

The end of year reporting for the Weeds Action Program (WAP) for 2020-2025 was completed in July. For the financial year of 2020-2021 not all targets were achieved due to restrictions resulting from the COVID-19 pandemic. Targets not achieved included public awareness events, school, and community education events, and attending workshops and field days, such as the Henty Machinery Field Days. These targets were partially met by other means, such as the continued inclusion of information packs to accompany priority weed inspection reports, and the publication of priority weed profiles in the Council newsletter.

Expenditure was slightly under budget. All other inspection and priority weed control targets were met. No new incursions were recorded within the Shire which is encouraging.

NSW & VIC Weeds Conference

The NSW Weeds Conference, which is held biennially, was scheduled to occur in Albury in August 2021. Unfortunately, this event has been postponed until March 2022, due to the COVID-19 pandemic.

drumMUSTER

September drumMUSTER events were advertised in Council's newsletter. The Lockhart drumMUSTER event is scheduled for Tuesday 14 September, and The Rock drumMUSTER event is scheduled for Thursday 16 September.

g) **Parks and Gardens:**

The Rock Observatory

Landscaping of the Observatory surrounds is almost completed including installation of steel edging, preparation of the existing ground and placement of additional soil to raise the beds. A mix of exotics and natives was chosen for their hardiness and low water requirements. Mulch and drip irrigation will be installed to help plants establish and to support plants through the harsh summer conditions.

Green Street Planter Boxes

Repairs to the planter boxes and installation of wicking beds have been completed. The boxes have been planted with prostrate rosemary which, while being very hardy, should quickly establish and be an attractive display.

Parks and Gardens

Pruning, fertilising, and mulching of roses has been completed. Routine garden maintenance is being conducted including regular weeding, spraying, pruning, deadheading, and mulching. Weed control by mechanical and chemical methods are undertaken regularly in urban areas. Pesticides commonly used are Glyphosate and Dicamba. Signage will be placed at property entrance when spraying is in progress.

Mowing and Slashing

Mowing is scheduled as required due to slow winter growth. Mowing frequency will increase as the weather warms up coming into spring. Access to some urban road reserves is hindered by recent rainfall.

Trees

Seasonal tree maintenance is continuing along nature strips and in parks. Some tree planting was conducted.

The Rock Swimming Pool

Expressions of Interest (EOI) were invited for the lease of The Rock swimming pool for the 2021/22 to 2023/24 seasons. The EOI closed on Monday 9 August 2021 and no responses were received. The Director is currently liaising with Royal Life Saving NSW regarding alternate options.

h) **Development Applications:**

The following development applications were approved, with conditions, from 1 July 2021 to 31 July 2021.

DA No	Development	Applicant	Site of Development
DA28/21	Subdivision of land	Hinchcliffe & Associates	4092 Olympic Hwy, The Rock
DA29/21	Installation of a movable dwelling	D Cartwright	19 Cape Street, Milbrulong
DA30/21	Covered Outdoor area	D Vieira	143 Old Trunk Rd, The Rock
CDC32/21	Swimming pool	T & E Fealy	845 Bidgeemia Rd, Bidgeemia

Service Station

It was requested at the Ordinary Council Meeting held on 21 June 2021 that Councillors be updated on the progress of the service station at The Rock on a regular basis. The additional information provided by the applicant on 7 July 2021 has been assessed by Transport for NSW, who have requested further information on 30 July 2021.

Legislative Policy and Planning Implications

Applications are processed under the provisions of the *Environmental Planning & Assessment Act 1979*.

Weed inspections and associated activities are carried out in accordance the *Biosecurity Act 2015* and associated regulations.

Integrated Planning and Reporting Reference

- C2 Flora and Fauna are protected across the Shire.
- D1 Our assets and infrastructure are well planned and managed to meet the needs of the community now and into the future.
- D2 Our Planning and development controls work to attract new residents and investment.

Budget and Financial Aspects

Will be conducted within Council's allocated budget.

Attachment

- Works Programme (to be handed out separately at the meeting).

Recommendation: That Council notes the information provided in the Engineering & Environmental Services report.

STRATEGIC DIRECTION E: Strong Leadership and Governance

8. INVESTMENT AND BANK BALANCES REPORT – 31 JULY 2021

(DCCS: 21/10108)

Executive Summary

The purpose of this report is to inform Council of the funds that have been invested and bank account balances.

Report

It is required under Clause 212 of the Local Government (General) Regulation 2005 and Section 625 of the Local Government Act 1993 to provide the Council with a written report each month detailing all money that Council has invested.

Cash at Bank

Opening Combined Cashbook Balance			1,824,705.78
Add: Total Receipts			
	Rates	48,990.02	
	Debtors	28,500.15	
	Miscellaneous	62,221.81	
	Interest	1,250.75	
	Macquarie DEFT Transfer	600,000.00	
	Refund of June BAS	43,821.00	
	Scrap Metal Sales	19,020.98	
	Transport NSW - Sealing Prichard Place	72,292.50	
	Drummuster	8,916.18	
	Grant - Environmental Trust - Lockhart Organics Facility	26,480.00	
		911,493.39	
Less: Total Payments			2,117,274.91
	New Investments	0	
Closing Combined Cashbook Balance			618,924.26
Closing Bank Statement Balance	Bendigo Bank	553,526.04	
	Macquarie Bank	92,280.02	
	Bendigo Bank-Prichard Trust	31,651.84	
		677,457.90	
Add: Outstanding Deposits			471.00
			677,928.90
Less: Outstanding Cheques			59,004.64
Closing Combined Cashbook Balance			618,924.26
			618,924.26
	Interest Rate per	Amount	
Investments:	Annum	Invested	% of Total
Bendigo	0.15	500,000.00	7.87
Bendigo	0.10	400,000.00	6.30
Bendigo	0.30	500,000.00	7.87
Bendigo	0.10	50,000.00	0.79
Bendigo	0.10	50,000.00	0.79
Bendigo	at call	100,000.00	1.57
BOQ	0.25	500,000.00	7.87
CBT	0.27	250,000.00	3.94
CBT	0.29	500,000.00	7.87
CBT	0.28	500,000.00	7.87
NAB	0.30	500,000.00	7.87
NAB	0.30	500,000.00	7.87
NAB 231101546	0.30	500,000.00	7.87
T Corp	at call	1,500,000.00	23.62
		6,350,000.00	100.00
			AMOUNT
General (PTD)	1490-3000-0000		-1,693,973.50
Combined Sewerage	8490-3000-0000		2,281,245.92
Trust Fund	9991-3000-0000		31,651.84
		618,924.26	618,924.26
		618,924.26	618,924.26
	TOTAL FUNDS HELD ARE:		6,968,924.26

Integrated Planning and Reporting Reference

- E1 Council is strong, sustainable and able to stand alone.
- E1 Plan for the long-term sustainability of the Shire.
- E1 Meet all governance and regulatory requirements in the conduct of Council operations.

Legislative Policy and Planning Implications

- Local Government Act 1993 Section 625 Investments.
- Local Government (General) Regulation Clause 212.

Budget and Financial Aspects

Council's 2021/22 Operational Budget has forecast a total of \$33,750 income from interest on investments for General Fund & Sewer Fund combined. For the month of July 2021, the average end of month balance of funds invested has been \$6.35 million and the average return on invested funds has been 0.23%. On these year to date figures, Council's budgeted income on investments will be under budget for the General Fund and Sewer Fund.

This will be monitored and if required adjusted at the 1st Quarterly Budget Review.

Responsible Accounting Officer Statement

I, Craig Fletcher, hereby certify that all investments listed in this report have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of Local Government (General) Regulation and Council's Investment Policy. The Internal and External Reserve amounts and Unrestricted Funds are estimate valued only, they are subject to change and review in part with the audit of Council's Financial Statements and each Quarterly Budget Review.

Recommendation:

- a) That the 31 July 2021 Investment and Bank Balances Report be received and noted.
- b) That the Responsible Accounting Officer Statement be noted, and the report be adopted.

9. POSTPONEMENT OF LOCAL GOVERNMENT ELECTIONS AND COUNCIL MEETING SCHEDULE (GM: 21/9378)

Executive Summary

The local government elections which were scheduled to be held on 4 September 2021 have been postponed for three months and will now be held on 4 December 2021.

Report

As councillors will be aware, the local government elections which were initially scheduled to be held in September 2020 were postponed for 12 months due to the COVID-19 pandemic.

More recently the Minister for Local Government, by Order published in the Government Gazette on 24 July 2021, pursuant to section 318 (c) of the Local Government Act, revoked the Order made on 26 June 2020 which postponed the election requirements of the Act for all councils in New South Wales to 4 September 2021. In the same Order the Minister appointed 4 December 2021 as the day on which the ordinary elections for all councils in New South Wales are to be held.

The Minister also appointed 4 December 2021 as the day on which any by-elections for any council in New South Wales, which are required to be held to fill any casual vacancy in the office of a councillor or a mayor arising between the date of this Order and 4 December 2021, are to be held. For the avoidance of doubt, the effect of this order is that the casual vacancy would be filled by the ordinary election for that council to be held on 4 December 2021.

Other issues that have been clarified by the Office of Local Government (OLG) as a result of the postponement of the elections include the following:

- The current mayor and councillors hold their civic offices until council elections are held on 4 December.
- The caretaker period for the 4 December elections will now begin on 5 November 2021.
- The "regulated period" in which rules regulating "electoral matter" come into effect will now begin on 25 October 2021.
- The postponement of the elections will not affect the timing of future elections with the next ordinary local government elections scheduled to proceed in September 2024.
- The postponement will not affect Council's Integrated Planning and Reporting cycle i.e., Council will still have to review its Community Strategic Plan by 30 June 2022. However, the postponement will impact on the timing of Council's End of Term report.

Set out below is a revised timeline and key dates for the electoral process based on the new election date of 4 December 2021.

*Lockhart Shire Council
Ordinary Meeting – 16 August 2021*

Key Date	Step
25 October 2021	Close of electoral rolls (6pm) Candidate nominations open “Regulated period” commences
26 October 2021	Postal vote applications open
3 November 2021	Close of candidate nominations (12pm) Registration of electoral material for distribution on election day commences.
4 November 2021	Ballot paper draw
5 November 2021	Caretaker period commences
22 November 2021	Pre-poll voting opens iVote commences
26 November 2021	Registration of electoral material for distribution on election day closes (5pm)
29 November 2021	Postal vote applications close (5pm)
3 December 2021	Pre-poll voting closes
4 December 2021	iVote applications close (1pm) iVote voting closes (6pm) Election day (8am-6pm)
17 December 2021	Return of postal votes closes (6pm)
21-23 December 2021	Election results declared progressively as counts are finalised by Returning Officers

It is noted that the results of the election will not be known until 21-23 December 2021 which means that the December Council meeting will not be able to be held on the scheduled date of 20 December 2021.

Councils that elect their mayor (as opposed to councils that have a popularly elected mayor) are required to hold a mayoral election within three weeks of the election results being declared. This means that a council meeting will have to be scheduled for no later than 11-13 January 2022 depending on the actual date the results for Lockhart Shire Council are declared.

Council's Code of Meeting Practice does not provide for an ordinary council meeting in January. However, Clause 3 of the Code does allow for the date and time of a scheduled ordinary meeting to be changed. Clause 3.1 (c) states that:

“The scheduled date and time of an ordinary council meeting may be changed by a resolution of council. Notice will be given to the public of any change to the scheduled date of an ordinary council meeting”

It is proposed that a further report be tabled at the November ordinary meeting of Council (the last Council meeting for this term of office) to consider passing a resolution to reschedule the December Council meeting to a date in early January 2022, possibly the second Monday of the month i.e., 10 January 2022.

The following matters will be dealt with at the first meeting after the election:

- All councillors will be required to take an oath or make an affirmation of office. Councillors are not permitted to participate in meetings until they have done so.
- An election for Mayor and Deputy Mayor will be conducted.
- Consideration to be given to passing a resolution declaring that casual vacancies occurring in the office of councillor within 18 months of the election are to be filled by a countback of votes cast at the election. Councils that do not pass such a resolution at the first meeting following an election will be required to fill any casual vacancies using a by-election.

It is also noted from recent Federal Government announcements that a third round of funding under the Local Roads and Community Infrastructure (LRCI) grants program i.e., Phase 3, will be open in January 2022. The guidelines for Phase 3 have not yet been released.

It has been Council's practice to convene a Councillor Workshop to determine Council's priorities when these grant funding opportunities arise. It was anticipated that such a workshop would be held with the newly elected council for LRCI Phase 3. However, under the new timeline resulting from the elections being postponed, the newly elected Council will not be meeting until January for the first time to deal with the matters listed above (e.g., oath of office, mayoral election etc.) and it may be February before it starts to deal with more routine matters.

Accordingly, Council may wish to consider convening a Councillor Workshop prior to the end of the current term of office to identify projects for funding under LRCI Phase 3. This will enable work to commence on preparing grant applications for the nominated projects i.e., arrange quotes etc. Depending on the closing date for applications, which is not yet known, the outcome of the Workshop could be presented to the newly elected Council for ratification.

Integrated Planning and Reporting Reference

E1 Promote the increased participation of local people in local government and the community.

Legislative Policy & Planning Implications

The Minister for Local Government has, by Order published in the Government Gazette on 24 July 2021, pursuant to section 318 (c) of the Local Government Act, revoked the Order made on 26 June 2020 which postponed the election requirements of the Act for all councils in New South Wales to 4 September 2021. In the same Order the Minister appointed 4 December 2021 as the day on which the ordinary elections for all councils in New South Wales are to be held.

Council has previously entered into a service contract with the NSWEC for the conduct of the 2020 elections prior to their postponement.

Rules about the information that candidates and their supporters can publish or distribute are prescribed under the *Local Government (General) Regulation 2005*.

Budget & Financial Aspects

Provision has been made in the 2021/22 budget for the conduct of the council elections based on an estimated provided by the NSWEC.

The NSW Government has provided additional funding to the NSWEC to cover any increased costs associated with conducting a COVID safe election so that these costs are not passed on to councils.

Attachments

Nil.

Recommendation: That:

1. Council notes the revised timeline for the local government elections.
2. A further report regarding Council's meeting schedule be tabled at the 15 November 2021 ordinary meeting of Council to consider passing a resolution to reschedule the December Council meeting to a date in early January 2022.
3. A Councillor Workshop be convened prior to the October 2021 ordinary meeting of Council to consider potential projects for funding under Phase 3 of the Local Roads and Community Infrastructure grants program.

10. CLASSIFICATION OF LAND – 109 GREEN STREET, LOCKHART

(GM: 21/7434)

Executive Summary

In accordance with the Local Government Act it is proposed to classify the land recently acquired by Council, and situated at 109 Green Street Lockhart, as "operational" land.

Report

Council, at its meeting held on 19 April 2021, resolved to purchase the property situated at 109 Green Street Lockhart comprising a commercial building fronting Green Street, together with a shed at the rear, in three titles described as follows:

- Lot 2 in Deposited Plan 1016809
- Lot A in Deposited Plan 409130
- Lot 2 in Deposited Plan 205729

According to the Local Government Act, before a council acquires land, or within 3 months after it acquires land, a council may resolve that the land be classified as community land or operational land. Any land acquired by a council that is not classified is, at the end of the period of 3 months, taken to have been classified as community land. Council is required to give public notice of its intention to classify or reclassify public land.

Council, at its meeting held on 21 June 2021 resolved to give public notice that it proposes to pass a resolution to classify the land as operational land.

Public notice of the proposed resolution was given on Council's website and in the Council Newsletter which is distributed to all households in the Shire. No submissions were received.

Integrated Planning and Reporting Reference

E1 Meet all governance and regulatory requirements in the conduct of Council operations.

Legislative Policy & Planning Implications

It is a requirement of the Local Government Act that all public land be classified as either "community" or "operational".

A council has no power to sell, exchange or otherwise dispose of community land and limitations apply to the extent to which a lease or licence can be granted on community land. No such restrictions apply to land classified as operational land.

Budget & Financial Aspects

Nil.

Attachments

Nil.

Recommendation: That Council classify the land situated at 109 Green Street, Lockhart comprising Lot 2 DP1016809, Lot A DP409130 and Lot 2 DP 205729, as "operational" land.

11. POLICY REVIEW - POLICY 2.45 STOCK MOVEMENT AND GRAZING

(GM: 21/9974)

Executive Summary

Policy 2.45 Stock Movement and Grazing is scheduled for review in accordance with the three year cycle referred to in Policy No. 1.0 Policies – Procedure for Consideration and Adoption.

Report

At its meeting held on 16 March 2020, Council endorsed "Policy No. 1.0 Policies – Procedure for Consideration and Adoption" which set out a process for the systematic review of Council policies and the development of new policies.

Policy 1.0 Policies – Procedure for Consideration and Adoption provides that:

In order to ensure that policies remain relevant a program of ongoing review of policies not later than every three years will be developed and maintained.

Individual policies will be reviewed and amended in advance of the scheduled review date when circumstances warrant. This may be prompted by factors such as a change in legislation, a change in government policy or as a result of a need identified by the Council, management and staff or internal and external audit activities.

Policy 2.45 Stock Movement and Grazing is now due for review in accordance with the scheduled three-year cycle referred to in Policy No. 1.0.

It is also noted that Riverina Local Land Services (LLS) will be implementing a pilot program in the eastern Riverina which, if successful, could in time be rolled out to other regions. Under the proposed changes the existing roadside grazing permits allowing landholders to graze the roads sides adjacent to their properties, routine stock movement permits, and destination permits, will be retained.

However, seven grazing areas identified in the pilot program will be tendered out to a single permit holder who will be permitted to move livestock via the road network staying overnight at Travelling Stock Reserves (TSRs). The opportunity was taken during a consultation period to raise a number of concerns with LLS including the following:

- The strong correlation between travelling stock and new weed infestations within the Shire following the travelling stock.
- The damage caused to threatened species, ecological endangered communities and registered Aboriginal historical artefacts that are present within the Shire and the lack of due diligence to protect these items.
- Permit holders not adhering to permit conditions.
- The condition of the roads following the travelling stock.

Under the new arrangements LLS maintains that the movement of stock will be in accordance with grazing travel plans which will be prepared in consultation with councils so that councils will have a say in which roads should be avoided e.g., for weeds management or vegetation conservation purposes. There will also be increased auditing of permit holders.

According to LLS the new model will reduce administrative costs and be more financially sustainable as LLS does not receive any government funding and its management of TSRs needs to be cost neutral.

Policy 2.45 Stock Movement and Grazing Policy has been reviewed in this context and notes that existing roadside grazing permits allowing landholders to graze the roads sides adjacent to their properties, routine stock movement permits, and destination permits, will continue during this trial.

Integrated Planning and Reporting Reference

E1 Meet all governance and regulatory requirements in the conduct of Council operations.

E1 Minimise Council's exposure to risk and promote a strong risk management culture within Council.

Legislative Policy & Planning Implications

A process for the identification, development and review of appropriate policies and procedures facilitates an effective governance and control environment.

Budget & Financial Aspects

Nil.

Attachments

- Policy 2.45 Stock Movement and Grazing

Recommendation: That Policy 2.45 Stock Movement and Grazing, as presented, be adopted

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Item 11: Attachment – Policy 2.45 – Stock Movement and Grazing

2.45 Stock Movement and Grazing

POLICY TITLE: STOCK MOVEMENT AND GRAZING

FILE REF: SC67 and SC557

REVIEW DATE: AUGUST 2024

OBJECTIVE

This policy sets out Council's intention to monitor the grazing and movement of stock on Council roadsides in an attempt to protect and enhance roadside vegetation and associated ecological communities.

POLICY

1. Associated Legislation

Local Land Services Act 2013

2. Policy Statement

2.1 Designated Travelling Stock Reserves

Stock movement and grazing on Travelling Stock Reserves (TSRs) comes under the jurisdiction of Local Land Services (LLS).

In accordance with the Local Land Services Act 2013 ('The Act'), a permit is required from LLS in order to move stock on or between reserves.

Similarly, grazing of stock on TSRs will be permitted upon receiving a permit from LLS.

2.2 Movement of stock along Council road reserves between properties

To service both Council and LLS, ratepayers and landholders must, under Section 78(2)(c) of The Act, apply for a permit from LLS for the movement of stock along roadsides between private properties.

LLS may issue a stock permit authorising a person to:

- a) Enter a controlled travelling stock reserve with stock,
- b) Remain on a controlled travelling stock reserve with stock,
- c) Walk stock on a public road or travelling stock reserve,
- d) Graze stock on a public road or controlled travelling stock reserve.

A stock permit cannot be issued authorising a person to graze stock on a public road without the concurrence of Council as the road authority.

2.3 Grazing of stock along Council road reserves

Following Council permission, LLS will issue permits to landholders to graze stock along road reserves immediately fronting their properties only.

Permission will be granted following request from the landholder in writing to the General Manager, stating the conditions, and a valid copy of the applicants' public liability insurance.

Consideration will be given to infrastructure and environmental preservation, and conversely, vegetation management, in accordance with Council's Roadside Vegetation Survey and Guidelines.

2.4 Conditions of Permits

Permission from Lockhart Shire Council to move or graze stock will be issued subject to the following conditions:

- Any stock that are killed, injured or die must be removed by the permit holder within 24 hours.
- Stock warning signs must be displayed from both directions when approaching stock.
- The permit must be produced upon request and covers only the stock mentioned.
- Stock movements must start and end during daylight hours.

*Adopted by Council – XX August 2021
Refer Minute No. xxx/21*

*Adopted by Council – 15 April 2013
Refer Minute No. 103/13*

QUESTIONS AND STATEMENTS

CLOSED SESSION

Agenda

In accordance with the Local Government Act 1993 the following business is considered to be of a kind referred to in subsection 10A(2) of the Act and should be dealt with as part of the meeting closed to the media and public.

12. REQUEST FOR COMPENSATION – VEHICLE CROSSING AT THE ROCK

(GM: 21/10112)

This item is classified CONFIDENTIAL under section 10A (2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to the following:

- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege

13. GENERAL MANAGER ANNUAL PERFORMANCE REVIEW FOR PERIOD ENDING 30 JUNE 2020

(GM: 21/10176)

This item is classified CONFIDENTIAL under section 10A (2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to the following:

- (a) Personnel matters concerning particular individuals (other than councillors).