



AGENDA

Ordinary Meeting of Council

22 November 2022

Statement of Ethical Obligations

The Mayor and Councillors are reminded that they remain bound by the Oath/Affirmation of Office made at the start of the council term to undertake their civic duties in the best interests of the people of Eurobodalla Shire Council and to faithfully and impartially carry out the functions, powers, authorities and discretions vested in them under the *Local Government Act 1993* or any other Act, to the best of their skill and judgement. The Mayor and Councillors are also reminded of the requirement for disclosure of conflicts of interest in relation to items listed for consideration on the Agenda or which are considered at this meeting in accordance with the Code of Conduct and Code of Meeting Practice.

**ORDINARY MEETING OF COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS, MORUYA**

ON TUESDAY 22 NOVEMBER 2022

COMMENCING AT 12.30PM

AGENDA

(Proceedings of this meeting will be recorded as per Eurobodalla Shire Council's Code of Meeting Practice)

- | | |
|---|-----------------|
| 1. WELCOME | |
| 2. ACKNOWLEDGEMENT OF COUNTRY | |
| 3. APOLOGIES | |
| 4. CONFIRMATION OF MINUTES OF PREVIOUS MEETING | |
| 4.1 Ordinary Meetings held on 25 October and 8 November 2022 | |
| 5. DECLARATIONS OF INTEREST OF MATTERS ON THE AGENDA | |
| (Declarations also to be made prior to discussions on each item) | |
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| 6. MAYORAL REPORTS | |
| Nil | |
| 7. NOTICES OF MOTION | |
| Nil | |
| 8. QUESTIONS ON NOTICE FROM COUNCILLORS | |
| Nil | |
| 9. PETITIONS | |
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WARWICK WINN
GENERAL MANAGER

PET22/002 PETITION REGARDING ANIMAL CRUELTY AT RODEOS

S012-T00029

Responsible Officer: Amber Schutz - Councillor

Attachments: 1. Under Separate Cover - Confidential - Petition

Councillor Amber Schutz has given notice that at the Ordinary Meeting of Council on 22 November 2022, she will move the following motion.

MOTION

THAT Council receive and note the petition.

BACKGROUND

Petition specifically states:

This Petition of residents of the Eurobodalla Shire, and beyond, draws to the attention of the Council acts of animal cruelty which take place at rodeos, including at the Moruya rodeo, according to the proscriptions imposed by the *Prevention of Cruelty to Animals Act 1979* (the Act).

We, the undersigned petitioners, therefore ask Councillors to take whatever action is necessary to ensure compliance with the Act, in particular, with section 5, which requires the prevention of cruelty to any animal. The necessary action will need to include the removal of those events within the rodeo that involve the imposition of pain upon any animal. Pain is defined in the Act as including "suffering" and "distress". Meeting that requirement would therefore, at the very least, require the removal of the calf-roping event in which terrified calves are chased, lassoed and jerked to a sudden stop and then flung on their backs. This action clearly inflicts pain.

GMR22/108 ANNUAL REPORT 2021-22

S004-T00016

Responsible Officer: Warwick Winn - General Manager
Attachments: Under Separate Cover - Annual Report 2021-22
Outcome: 5 Our engaged community with progressive leadership
Focus Area: 5.2 Proactive, responsive and strategic leadership
Delivery Program Link: 5.2.2 Implement effective governance and long-term planning
Operational Plan Link: 5.2.2.3 Review and prepare Council's plans and reports under the Integrated Planning and Reporting Framework

EXECUTIVE SUMMARY

The purpose of this report is to table the Annual Report 2021-22, a key reporting document in Council's Integrated Planning and Reporting (IPR) framework.

Section 428 of the *Local Government Act 1993* requires Council to prepare an Annual Report within five months from the end of the financial year, detailing Council's implementation of its Community Strategic Plan, Delivery Program and Operational Plan.

The Annual Report is one of the key accountability mechanisms between a council and its community. The Annual Report 2021-22 provides a summary of Council's progress during the year against the budgets, activities and actions set out in the Delivery Program 2017-22 and Operational Plan 2021-22, which implement key strategies set out in the Community Strategic Plan.

In the Operational Plan 2021-22, Council committed to delivering 79 activities through 169 actions across 31 services, with 83 services outputs in place to assess performance. The performance against these one-year actions and service outputs demonstrates Council's progress in implementing the Delivery Program 2017-22.

Of the 169 actions, 168 (99.41%) were complete and one was deferred.

Objective	Complete	Deferred
1. Strong Communities, Desirable Lifestyle	26	
2. Celebrated Creativity, Culture and Learning	11	
3. Protected and Values Natural Environment	21	
4. Sustainable Living	15	1
5. Vibrant and Diverse Economy	15	
6. Responsible and Balanced Development	15	
7. Connected and Accessible Places	18	
8. Collaborative and Engaged Community	11	
9. Innovative and Proactive Leadership	36	
Total	165	1

GMR22/108 ANNUAL REPORT 2021-22

S004-T00016

Council's program to undertake liquid trade waste inspections (action 4.1.1.3) was slightly delayed throughout the year due to resourcing however it is expected to be on schedule for 2022-23.

Some of Council's 2021-22 highlights include:

- The induction of a new council following the December 2021 Local Government elections.
- Over \$83 million grant funds received from the Australian and NSW governments as a result of our continuing positive relationships with the governments. This funding provides significant investment into our economy along with new and exciting infrastructure. It also demonstrates Council has the necessary structures, systems, resources and capability to deliver key initiatives and infrastructure projects for the community.
- Delivered a \$89.2 million capital program across all Council services. This was slightly higher than budgeted due to revised timing of major projects including Grandfathers Gully bends, Shellfish Hatchery and disaster recovery related works offset by revised timing of significant construction works including Bay Pavilions and water and sewer projects.
- The opening of the Bay Pavilions, an award-winning aquatic, arts and leisure centre for the whole community to enjoy.
- Our ongoing commitment to enhancing community infrastructure, with the Southern Water Storage project and the Mogo Trails progressing, commencement of the Coastal Headlands Walking Trail and Observation Point viewing platform and many recreation and marine upgrades throughout the year as per the Recreation and Open Space Strategy.
- Council provided \$246,303 in donations and grants to support community groups, schools, and local cultural and sporting organisations under section 356 of the *Local Government Act 1993*.

The Annual Report also includes information required by the *Local Government Act 1993*, the *Local Government (General) Regulations 2005*, the Integrated Planning and Reporting Guidelines and any other statutory requirements excluding the financial statements.

Council's appointed Auditor (through the Audit Office of NSW) requested Council apply for an extension from the Office of Local Government (OLG) to allow the Auditor sufficient time to undertake their asset revaluation review of Council's annual financial statements. The Auditor stated that due to the high level of judgement and complexity involved, the level of audit evidence, testing and review required by audit in the current environment is substantial. The asset revaluation review was taking the Auditors longer to finalise than first anticipated. Council was granted an extension by OLG and therefore the figures contained in the Annual Report 2021-22 are based on unaudited financial information and maybe subject to change as the Financial Statements are finalised. The audited financial statements for the year ended 30 June 2022 will be presented at the Council meeting on Tuesday 13 December 2022.

GMR22/108 ANNUAL REPORT 2021-22

S004-T00016

The Annual Report 2021-22 presented to Council, with exception of the audited financial statements, complies with the *Local Government Act 1993* and the *Local Government (General) Regulation 2005*.

RECOMMENDATION

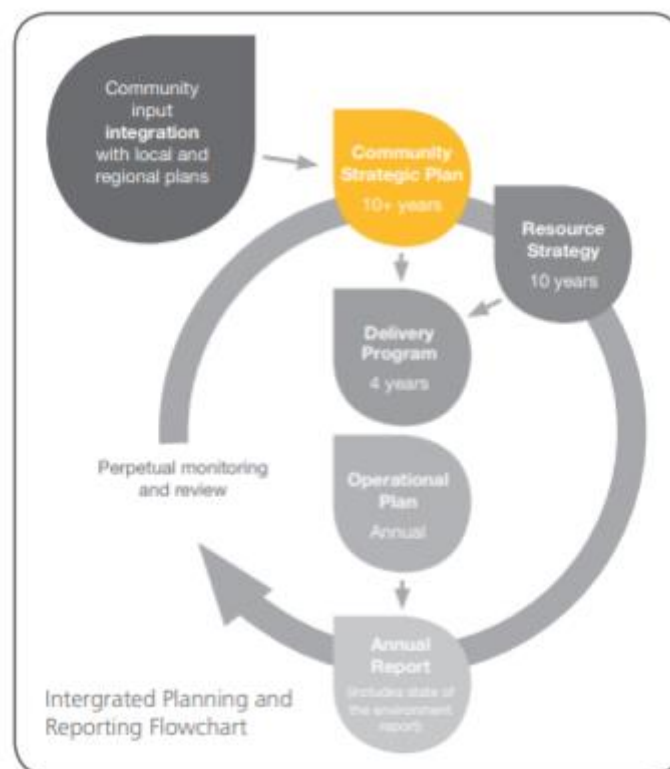
THAT:

1. Council receive and note the Annual Report 2021-22.
2. A copy of the Annual Report 2021-22 be placed on Council's website and a copy forwarded to the Minister of Local Government.

BACKGROUND

The Integrated Planning and Reporting (IPR) cycle includes the development of a range of key documents, including the Community Strategic Plan, four-year Delivery program, yearly Operational Plan, Annual Report, and the End of Term Report at the completion of each council term.

The following chart outlines the process for IPR:



Council is required, under the *Local Government Act 1993* Section 428 and *Local Government (General) Regulation 2005* Section 217, to prepare an Annual Report within five months from the end of the financial year.

CONSIDERATIONS

There is no standard format for the Annual Report under the Integrated Planning and Reporting framework or guidelines. To assist the community better understand Council's implementation

GMR22/108 ANNUAL REPORT 2021-22

S004-T00016

of its Delivery Program against the Community Strategic Plan, Council's Annual Report is presented in a number of sections:

- **Our year in review:** details events, business and Council awards, high level financial performance information, service results, capital program and the Community and Transport Infrastructure program.
- **Our organisation:** includes information on how Council operates, meetings and decision making, Councillor details including committee representation and allowances and expenses, advocacy, donations, community engagement and staff profile.
- **Our achievements:** provides detailed performance reporting on Delivery Program 2017-22 activities and Operational Plan 2021-22 actions and service outputs.
- **Statutory and other information:** provides additional information required to be reported including the Disability Inclusion Action Plan (DIAP).

Legal

Section 428 of the *Local Government Act 1993* requires Council to prepare an Annual Report within five months from the end of the financial year, detailing Council's implementation of its Community Strategic Plan, Delivery Program and Operational Plan.

The Annual Report 2021-22 complies with the *Local Government Act 1993*, *Local Government (General) Regulations 2005* and other statutory reporting requirements including the *Environmental Planning and Assessment Act 1979*, *NSW Carers (Recognition) Act 2010*, *Rural Fires Act 1997* and the *NSW Disability Inclusion Act 2014*.

Asset

Council delivered a \$89.2 million capital program across all Council services in 2021-22. The Annual Report provides a breakdown of capital expenditure per service, with 39% spent on renewing existing assets and 61% on new assets.

Additionally, a Statement of the Condition of Public Works will be included in the financial statements as required under 428(2d) of the *Local Government Act 1993*.

Financial

Council's appointed Auditor (through the Audit Office of NSW) requested Council apply for an extension from the Office of Local Government (OLG) to allow the Auditor sufficient time to undertake their asset revaluation review of Council's annual financial statements. The Auditor stated that due to the high level of judgement and complexity involved, the level of audit evidence, testing and review required by audit in the current environment is substantial. The asset revaluation review was taking the Auditors longer to finalise than first anticipated. Council was granted an extension by OLG and therefore the figures contained in the Annual Report 2021-22 are based on unaudited financial information and maybe subject to change as the Financial Statements are finalised. The audited financial statements for the year ended 30 June 2022 will be presented at the Council meeting on Tuesday 13 December 2022.

Community and Stakeholder Engagement

The Annual Report 2021-22 will be available on Council's website.

GMR22/108 ANNUAL REPORT 2021-22

S004-T00016

CONCLUSION

The Annual Report 2021-22, including statutory information for the year ended 30 June 2022 complies with the *Local Government Act 1993* excluding the audited financial statements, and is presented to be received.

**GMR22/114 QUARTERLY BUDGET REVIEW FOR PERIOD ENDING 30
SEPTEMBER 2022**

**S011-
T00003**

Responsible Officer: Warwick Winn - General Manager

Attachments: 1. Under Separate Cover - Quarterly Budget Review for period ending 30 September 2022

Outcome: Innovative and Proactive Leadership

Focus Area: 9.2 Ensure financial sustainability and support the organisation in achieving efficient ongoing operations

Delivery Program Link: 9.2.4 Responsibly manage Council's finances and maintain Fit for the Future status

Operational Plan Link: 9.2.4.3 Provide financial management and reporting

EXECUTIVE SUMMARY

This Budget Review reports on Council's performance against the current Operational Plan budget for the quarter ending 30 September 2022. Major variations are highlighted.

The original Operational Plan budget, on a consolidated basis (which includes all of Council's funds), for 2022-23 forecasts were:

- Income Statement deficit, before capital revenue, of \$1.23 million
- Income Statement surplus, after capital revenue, of \$41.62 million
- Increase of \$1.30 million in unrestricted funds.

The proposed revised budgets after the quarter ending 30 September 2022 are:

- Income Statement deficit, before capital revenue, of \$8.37 million
- Income Statement surplus, after capital revenue, of \$56.98 million
- Decrease (usage) of \$7.76 million in unrestricted funds.

The proposed revised, consolidated 2022-23 budget is impacted by the carry forward of ongoing projects from the 2021-22 year. This is primarily due to the timing of grants received and ongoing capital works. Further detail is provided in this report.

The result of bringing these projects from last financial year into the 2022-23 year is:

- Unfavourable income statement impact of \$5.97 million before capital revenue
- Use of \$12.83 million of unrestricted funds.

The current year, September Review, adjustments result in an unfavourable variation for the income statement, before capital revenues, of \$1.16 million and a decrease of \$3.77 million of unrestricted funds used as per the Consolidated Fund Flow Statement.

There are no material concerns at the quarterly review about Council meeting budget targets for 2022-23.

**GMR22/114 QUARTERLY BUDGET REVIEW FOR PERIOD ENDING 30
SEPTEMBER 2022**

S011-T00003

RECOMMENDATION

THAT:

1. The budget review report for the quarter ended 30 September 2022 be received and noted.
2. The favourable variation to the Income Statement after capital revenue of \$15.36 million and unfavourable variation to the Consolidated Fund Flow Statement of \$9.06 million be adopted.

BACKGROUND

Council reviews its performance and financial results against the adopted Operational Plan quarterly, authorises adjustments to budget items, and highlights variations from its original budget strategy.

It should be noted that the results referred to in this report are unaudited.

The attachments to this report are as follows:

Financial reports (Attachment 1)

These reports provide information on Council's performance against its financial objectives contained in the Operational Plan, presented for the consolidated entity.

Financial reports include:

- a) Consolidated Fund Flow Statement – This report shows the impact of operating, financing and investing activities on Council's unrestricted working capital.
- b) Consolidated Income Statement – Provides sources of income and expenditure, including depreciation, per Council service areas.
- c) Consolidated Capital Program Statement – Provides capital expenditure information for each program area and associated services.
- d) Projected Funds Balance Statement – Provides information on the movements in both unrestricted and restricted fund accounts.
- e) Budget Amendment Report – Provides details of proposed significant adjustments to budgets.
- f) SRV capital program – Provides capital expenditure information for each of the projects in the SRV program of works for 2022-23.

Consultancy, Legals and Contractors Report (Attachment 2)

This attachment provides information on major contracts entered into, legal fees incurred and consultancy costs for the quarter ended 30 September 2022.

Key Financial Indicators (Attachment 3)

This attachment provides information about key financial indicators designed to assist in monitoring Council's financial sustainability. The indicators are for the consolidated entity.

**GMR22/114 QUARTERLY BUDGET REVIEW FOR PERIOD ENDING 30
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Mayoral and Councillor Expenses (Attachment 4)

Provides information about Mayoral and Councillor expenditure for the quarter ended 30 September 2022.

CONSIDERATIONS

Consolidated Fund flow Statement (Attachment 1(a)):

Council requires sufficient funds to pay for its debts as and when they fall due. The Fund Flow Statement shows the change in Council's freely available funds or working capital.

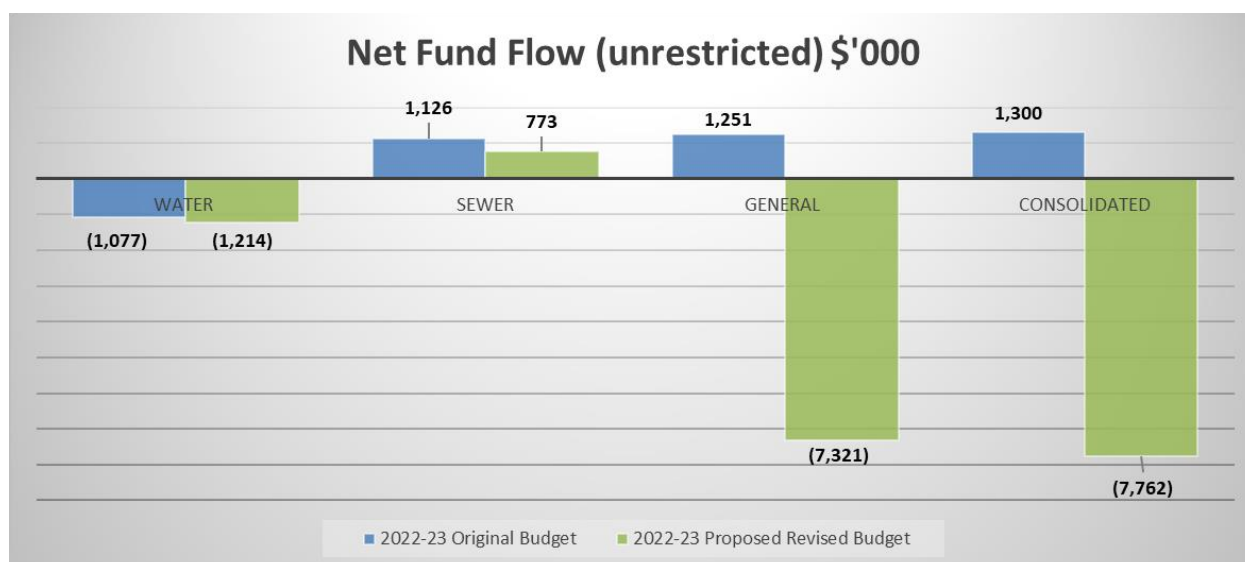
It includes all transactions having an impact on Council's funds i.e. income and expenses from its operating activities, capital program and borrowing activities. It also includes the transfer into or use of restricted funds for capital or non-recurrent projects. Depreciation is not included as it does not represent a cash flow.

The net fund flow shows the amount of unrestricted funds that will be used to deliver the agreed Operational Plan outcomes for 2022-23. The consolidated original budget forecast a \$1.30 million increase to unrestricted funds. The impact of proposed carry forward items from last financial year and the September 2022 quarterly review amendments result in a projected decrease to unrestricted funds of \$7.76 million for 2022-23. See table 1.1 and graph 1.1 below.

Table 1.1 Net Increase (decrease) in unrestricted funds, per fund, \$'000

	2022-23 Original Budget	Proposed Carry Overs	Proposed Adjustments	2022-23 Proposed Revised Budget
Water	(1,077)	(4,535)	4,398	(1,214)
Sewer	1,126	(298)	(54)	773
General	1,251	(8,001)	(572)	(7,321)
Consolidated	1,300	(12,834)	3,772	(7,762)

Graph 1.1 Net fund flow (unrestricted)



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Consolidated Income Statement (Attachment 1(b)):

The Consolidated Income Statement shows the types of income, and expenditure per council service areas. This result can indicate whether Council is able to raise sufficient revenue to cover the operational cost (including depreciation which measures the wear and tear of Council assets) of delivering services to the community before considering its capital revenue.

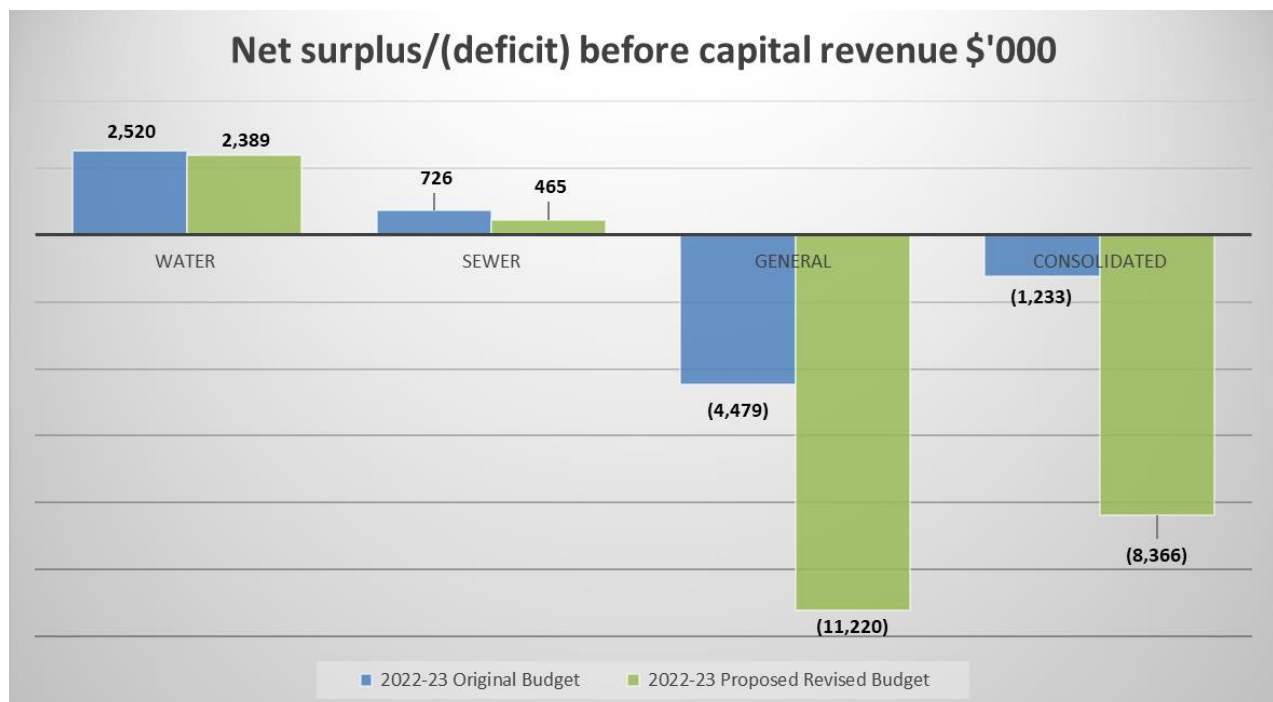
The result can be impacted by the timing of project funding, where funds are received in a different year to the expenditure taking place.

The proposed revised budget, incorporating the carry forward items from 2021-22 and September Review adjustments is a deficit of \$8.37 million before capital revenues (per table 1.2 and graph 1.2 below).

Table 1.2 Net Surplus/ (deficit) before capital revenue, \$'000

	2022-23 Original Budget	Proposed Carry Overs	Proposed Adjustments	2022-23 Proposed Revised Budget
Water	2,520	-	(130)	2,389
Sewer	726	-	(262)	465
General	(4,479)	(5,972)	(769)	(11,220)
Consolidated	(1,233)	(5,972)	(1,161)	(8,366)

Graph 1.2 Net surplus/ (deficit) before capital revenue



**GMR22/114 QUARTERLY BUDGET REVIEW FOR PERIOD ENDING 30
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Carry overs (operational)

The operating result has been impacted by the proposed carry forward of ongoing projects from the 2021-22 financial year. The result of bringing these projects from last financial year into the 2022-23 is an unfavorable income statement impact of \$5.97 million before capital revenue. The majority of projects carried forward into 2022-23 were funded by grants and contributions received in prior years with associated works to continue across financial years.

Significant carried forward operational items, predominately from grants, include:

- \$2.81m NSW Environment Protection Agency (EPA) Bushfire Generated Waste Clean-Up
- \$1.21m Community Care Projects
- \$0.61m Environmental Management projects
- \$0.57m Youth Employment & Libraries
- \$0.54m NSW EPA Fencecycle Grant Program
- \$0.52m Bushfire Recovery Support Service & Coordinare programs
- \$0.45m Development Assessment & Building Certification projects
- \$0.31m Community & Cultural Development projects
- \$0.23m Youth Services – Y Drive Program
- various other funded programs across Council

September Review adjustments (operational)

The proposed September Review adjustments to the originally adopted Operational Plan budget for 2022-23 result in an unfavourable variation of \$1.16 million to the operating result before capital.

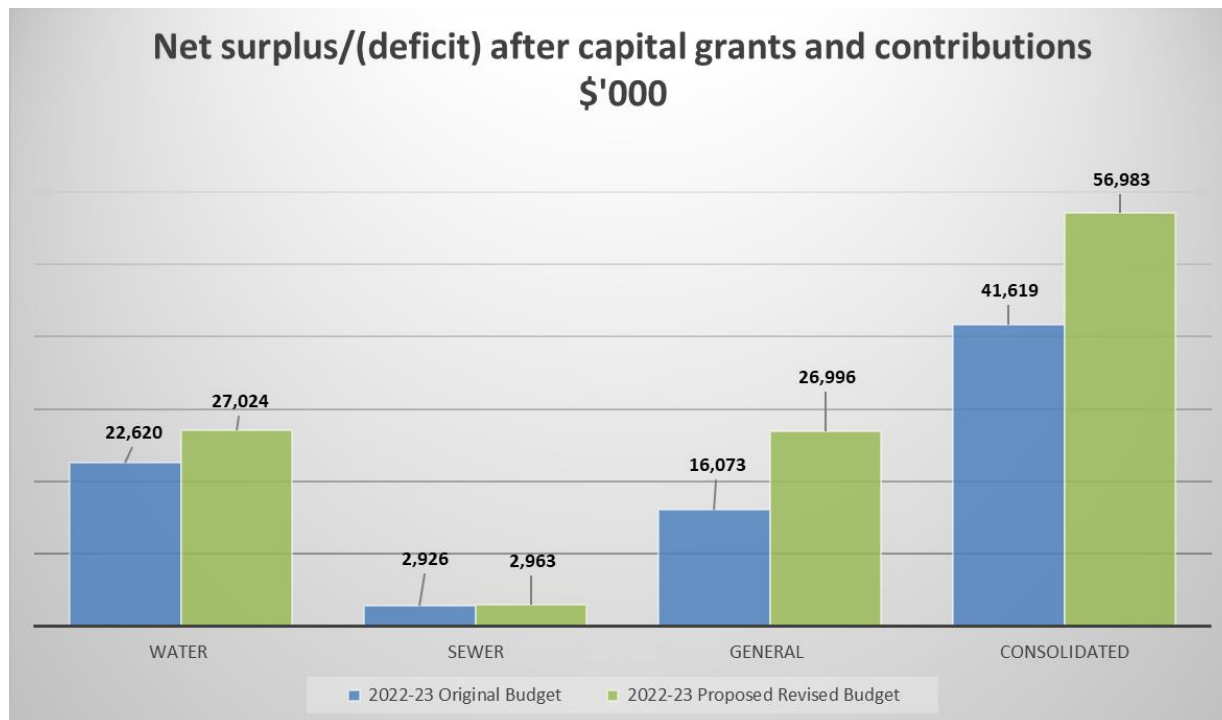
Table 1.3 Net surplus/(deficit) after capital revenue, \$'000

Fund	2022-23 Original Budget	Proposed Carry Overs	Proposed Adjustments	2022-23 Proposed Revised Budget
Water	22,620	-	4,404	27,024
Sewer	2,926	-	37	2,963
General	16,073	8,675	2,248	26,996
Consolidated	41,619	8,675	6,689	56,983

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S011-T00003

Graph 1.3 Net surplus/(deficit) after capital revenue



Consolidated Capital Program Statement (Attachment 1(c)):

Capital Program

The original capital expenditure budget for 2022-23 was \$96.50 million. The proposed revised budget, incorporating carry forward items and September variations is \$135.34 million (per table 1.4 and graph 1.4 below).

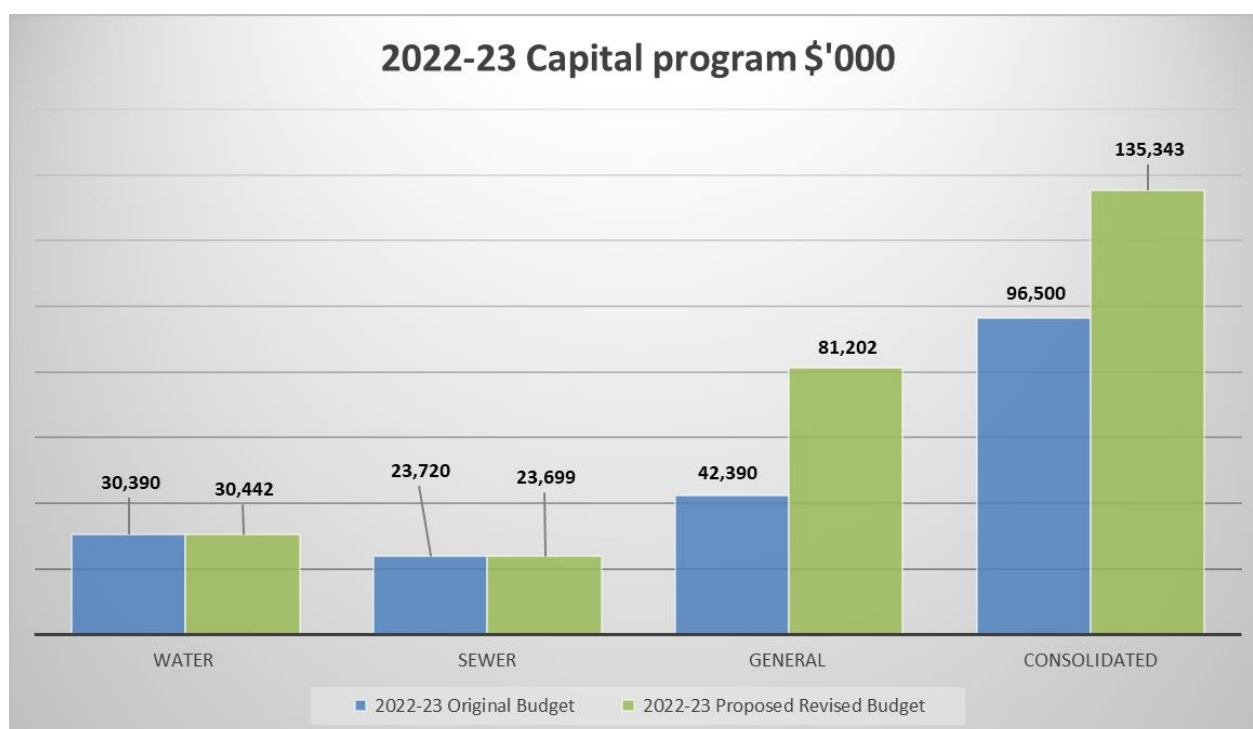
Table 1.4 Capital Program per fund, \$'000

	2022-23 Original Budget	Proposed Carry Overs	Proposed Adjustments	2022-23 Proposed Revised Budget
Water	30,390	52	-	30,442
Sewer	23,720	-	(21)	23,699
General	42,390	34,169	4,643	81,202
Consolidated	96,500	34,221	4,622	135,343

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Graph 1.4 Capital Program per fund, \$'000



Carry Overs (Capital)

Significant carried forward capital items, predominately from grants, include:

- \$12.31m Transport projects including Fixing Country Bridges, Tomakin Road & Araluen Road works
- \$4.84m Recreation projects including Malua Bay Beach Reserve & Moruya Showground Canteen & Amenities
- \$3.39m various plant & fleet items
- \$2.89m Emergency Services Precinct – Surf Beach
- \$1.97m Coastal Headlands Walk & Observation Point viewing platform
- \$1.79m Mogo Adventure Trail – Stage 1
- \$1.38m Shellfish Hatchery continued works

September Review Adjustments (capital)

Capital budget adjustments totaling \$4.62 million have been made during the September quarter and affect the current year's capital program. Significant variations increasing the originally adopted capital works program, predominately from grants, include:

- \$1.40m South Batemans Bay Stormwater Upgrade – NSW Regional Housing Fund
- \$0.90m Silo Bridge Renewal

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- \$0.55m Nelligen Creek Road Culvert Replacement
- \$0.53m Old Mill Road Bridge Replacement
- \$0.39m Northern Gulph Creek Causeway Replacement
- \$0.33m plant and fleet programming
- \$0.25m Surf Beach Waste Bunker relocation

Special Rate Variation (SRV) – progress update (Attachment 1 (f)):

2022-23 is the seventh year of the SRV program and over \$9.92 million of infrastructure works for the year are underway. \$2.84 million of SRV designated funds are being utilised on these works. At the September review, approximately 6.01 % of the programmed SRV works for this year have been expensed. Significant variations at September include:

- Grant funded Malua Bay Beach Reserve works (\$1.17 million)
- Resheeting and seal extension works at Araluen Road (\$1.40 million)
- Continued Observation Point Platform works (\$0.71 million)

Attachment 1 (f) reports the detailed progress of the capital program showing individual project budgets and expenses with updates as at 30 September 2022. Total expenditure on the SRV designated projects as at 30 September 2022 is \$0.60 million (per Table 1.5 below).

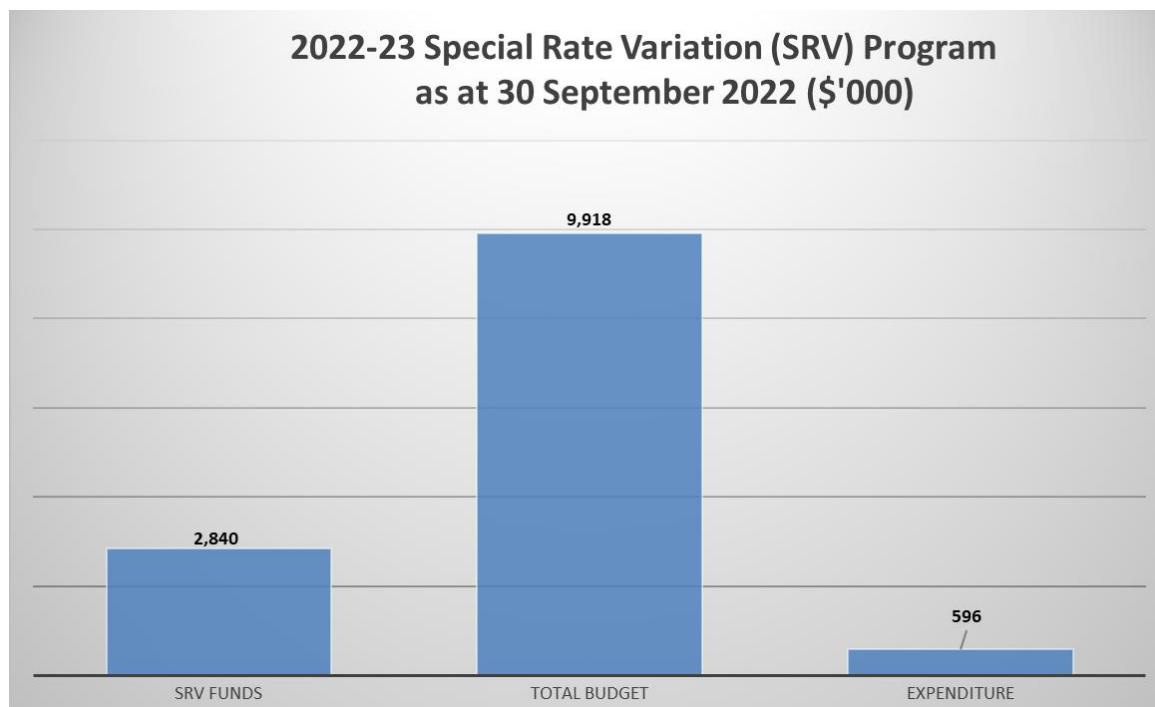
Table 1.5 2022-23 Special Rate Variation Capital Program \$'000

2022-23 Special Rate Variation (SRV) Capital Program	\$'000
SRV Funds	2,840
Total Budget	9,918
Expenditure to 30 September 2022	596
Percentage spent	6.0%

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Graph 1.5 2022-23 Special Rate Variation Capital Program



Legal

This review is based on the Quarterly Budget Review Statement Guidelines issued December 2010, pursuant to the provisions of the *Local Government Act 1993* relating to integrated planning.

Policy

The accounting policies being used are based on those detailed in the financial statements for the year ended 30 June 2021.

“Variations” in the Fund Flow Statement are changes in the funding requirements where “funds” are net current assets (working capital) excluding both internal and externally restricted funds.

CONCLUSION

There are no material concerns at this quarterly review about meeting budget targets for 2022-23.

The following statement is made in accordance with Clause 203(2) of the Local Government (General) Regulation 2005:

As the Responsible Accounting Officer, it is my opinion that the September Quarterly Budget Review for Eurobodalla Shire Council indicates that Council’s projected financial position as at 30 June 2023 will be satisfactory, having regard to the projected estimates of income and expenditure for the 2022-23 financial year.

GMR22/109 INVESTMENTS MADE AS AT 31 OCTOBER 2022

**S011-T00006,
S012-T00025**

Responsible Officer: Warwick Winn - General Manager

Attachments: Nil

Outcome: 5 Our engaged community with progressive leadership

Focus Area: 5.3 Work together to achieve our collective vision

Delivery Program Link: 5.3.1 Provide strong corporate and financial management that is ethical, fair, transparent and accountable

Operational Plan Link: 5.3.1.1 Provide sound and strategic financial management and reporting

EXECUTIVE SUMMARY

The purpose of this report is to:

- certify that Council's investments in financial instruments have been made in accordance with legal and policy requirements
- provide information and details of investments
- raise other matters relevant to investing.

RECOMMENDATION

THAT the certification of investments as at 31 October 2022, made in accordance with the *Local Government Act 1993*, Council's Investment Policy and the provision of Clause 1 (Reg. 212) of the *Local Government (General) Regulation 2005*, be received.

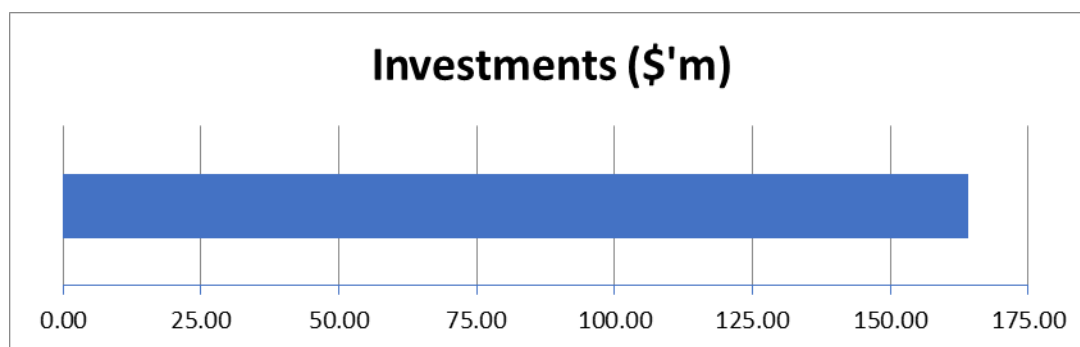
CONSIDERATIONS

Policy

The portfolio is compliant with Council's Investment Policy adopted by Council on 9 August 2022 (Minute 22/190).

Financial

Council investing overall



GMR22/109 INVESTMENTS MADE AS AT 31 OCTOBER 2022

**S011-T00006,
S012-T00025**

Council has \$164.24M (100%) invested in bank deposits. The bank deposits are held in banks rated A or greater, or covered by the AAA rated Government guarantee, except for \$37.50M invested in banks rated below A, and in the 'some limited risk' category of the policy.

Investments decreased by \$6m during October 2022 due to normal variations in timing of cash flows.

The 'some limited risk' category is now restricted to BBB+ rating institutions which allows up to 30% of all investments. Currently there is 22.83% invested in BBB+ rating category. Investment in Government guaranteed deposits is \$1.75M representing 1.07% of the portfolio.

There are \$59.0M (35.92%) of funds invested in institutions which either have no direct financing exposure to projects in the fossil fuel sector or no longer directly finance projects in the fossil fuel sector but still have some exposure from historical funding.

The weighted average return for all investments for the month is 3.55%, which is above the Council policy benchmark of bank bill swap rate (BBSW) + 0.25% (3.22%).

Summary investment information

The following table is a summary of investment categories and balances at month end.

CATEGORY	(\$)
At call deposit	12,985,173
Term deposits	149,510,000
Term deposits Government guaranteed	1,750,000
	164,245,173
<i>Weighted average interest %:</i>	3.55%
<i>Average 90 day BBSW + 0.25%</i>	3.22%

GMR22/109 INVESTMENTS MADE AS AT 31 OCTOBER 2022

**S011-T00006,
S012-T00025**

Policy and liquidity risk

The investment policy is divided into two risk categories of credit risk (risk of ultimately not being able to redeem funds) and liquidity risk (risk of loss due to the need to redeem funds earlier than the investment term). Our investments comply with the risk policy as shown in the following table.

Policy risk	Low liquidity risk %	Total % of investments	Policy risk % (max holdings)
Remote risk	1.07	1.07	100.00
Near risk free	76.10	76.10	100.00
Some limited risk (BBB+)	22.83	22.83	30.00
Grand total	100.00	100.00	

The unrestricted current ratio is the amount of unrestricted current assets compared to each dollar of current liability. The Office of Local Government suggests a minimum 1.5:1, and the unaudited unrestricted current ratio as at 30 June 2022 is 3.61:1. Council therefore has approximately \$3.61 of current assets for each \$1 of current liabilities.

CONCLUSION

Pursuant to provision of Clause 1 (Reg. 212) of the *Local Government (General) Regulation 2005*, I hereby certify that these investments have been made in accordance with *the Local Government Act 1993* and related regulations.

GMR22/115 ACCEPTANCE OF GRANT FUNDING

S014-T00019

Responsible Officer: Warwick Winn - General Manager

Attachments: Nil

Community Goal: 5 Our engaged community with progressive leadership

Community Strategy: 5.2 Proactive, responsive and strategic leadership

Delivery Program Link: 5.2.3 Advocate and collaborate to advance the region and address local issues

Operational Plan Link: 5.2.3.1 Develop and maintain strategic partnerships

EXECUTIVE SUMMARY

This report seeks to inform Council of six successful grant applications from the Australian and NSW governments:

- \$1,400,000 from the NSW Government under the NSW Regional Housing Fund for the Batemans Bay southern CBD stormwater works project.
- \$660,00 from the NSW Government under the Stronger Country Communities Fund – round four for the new playing field at Bill Smyth Oval project.
- \$350,000 from the NSW Government under the Faster Local Assessment Grant Program to improve assessment timeframes for development applications and planning proposals.
- \$80,000 from the NSW Government under the NSW Planning Portal API grant program to provide Council support to integrate with the NSW Planning Portal.
- \$299,136 from the Australian and NSW Governments under the Local and Regional Stream of the Disaster Risk Reduction Fund for the Eurobodalla Flood and Bushfire Risk Management Plans project.
- \$287,582 from the NSW Government under the Reconnecting Regional NSW program for the Community Events Program.

The grants have been accepted and the report to Council is seeking a resolution to formally endorse the actions taken.

RECOMMENDATION

THAT

1. Council endorses the actions taken to accept the \$1,400,000 in grant funds offered under the NSW Regional Housing Fund for the Batemans Bay southern CBD stormwater works project.
2. Council endorses the actions taken to accept the \$660,00 in grant funds offered under the Stronger Country Communities Fund – round four for the new playing field at Bill Smyth Oval project.
3. Council endorses the actions taken to accept the \$350,000 in grant funds offered under the Faster Local Assessment Grant Program to improve assessment timeframes for development applications and planning proposals.

GMR22/115 ACCEPTANCE OF GRANT FUNDING

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4. Council endorses the actions taken to accept the \$80,000 in grant funds offered under the NSW Planning Portal API grant program to provide Council support to integrate with the NSW Planning Portal.
5. Council endorses the actions taken to accept the \$299,136 in grant funds offered under the Local and Regional Stream of the Disaster Risk Reduction Fund for the Eurobodalla Flood and Bushfire Risk Management Plans project.
6. Council endorses the actions taken to accept the \$287,582 in grant funds offered under the Reconnecting Regional NSW program for the Community Events Program.

BACKGROUND

NSW Regional Housing Fund - Batemans Bay southern CBD stormwater works project

Overview

The \$30 million NSW Regional Housing Fund was announced by the NSW Government as an initial response to the recommendations of the Regional Housing Taskforce. The program was developed to assist Councils to address recommendations of the Regional Housing Taskforce through funding that will deliver infrastructure to support the delivery of new housing supply.

Council has been successful in applying for \$1,400,000 in grant funds for the Batemans Bay southern CBD stormwater works project. Funding will support the upgrade and extension of the stormwater drainage systems within Herade Street, Heradale Parade, Bavarde Avenue and Golf Links Drive in the southern part of Batemans Bay CBD to better enable increased housing supply within Batemans Bay.

Works will commence in early 2023 and be completed by December 2023.

Considerations

Stormwater that is unable to enter the underground drainage system will find its natural way to the nearest watercourse via overflow paths. These overflow paths are typically roadways, public reserves, pathways and often through private property. A modern and efficient stormwater system is an integral part of any proposed residential development.

Eurobodalla Shire Council's Stormwater Disposal – Urban Land Policy 2007 establishes Council's position regarding stormwater disposal on urban land. It provides for orderly disposal and management of stormwater from development and assists in reducing the incidence of inundation of development from uncontrolled stormwater disposal.

The requirement of an adequate stormwater system can become a time and cost barrier for potential developers interested in an area for proposed residential development. The Batemans Bay southern CBD stormwater works project seeks to address this potential barrier in the form of an upgraded and extended stormwater system.

This project aligns with the following strategic priorities:

GMR22/115 ACCEPTANCE OF GRANT FUNDING

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- Eurobodalla Local Strategic Planning Statement - 2020-2040
 - Priority action 3 is to consolidate development in towns and village centres.
 - Priority action 8 is to align local infrastructure delivery with planned growth.
- Batemans Bay Waterfront Masterplan and Activation Strategy - 2020
 - Includes actions and guidance to increase density of residential living in the CBD and for mixed development opportunities to maximise community and economic benefits.
- Eurobodalla Settlement Strategy - 2006-2031
 - 5.3.3 - Ensure that land sited for future urban development is located so that it can be adequately serviced with reticulated water, sewer, stormwater disposal and roads in accordance with development servicing plans.

Social Impact

Batemans Bay is a major regional hub in Southern NSW with access to significant economic, social and environmental assets. The town has vibrant businesses, services and facilities to meet regional and local needs. The Eurobodalla Settlement Strategy identifies Batemans Bay as the largest coastal town in the Shire with the capacity to accommodate substantial growth up to 2031.

The Settlement Strategy supports increased housing densities in the Beach Road area of Batemans Bay due to proximity to services, and where there is opportunity for renewal of housing stock.

The influx of a non-resident workforce for major public infrastructure projects is contributing to the pressure being placed on local housing supply and prices. This pressure may have further impact with the construction of the new Eurobodalla Regional Hospital and the upcoming Moruya Bypass project.

On completion, this project will enable increased housing within south Batemans Bay at a time when our region is under significant housing stress.

Financial

The project is fully grant funded by the NSW Regional Housing Fund. Grant funding has been incorporated into the 2022/23/24 operational budget. All projects' overheads have been factored into the project estimates.

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Stronger Country Communities Fund – round four - new playing field at Bill Smyth Oval project

Overview

The Stronger Country Communities Fund was established in 2017 by the NSW Government and has since provided \$400 million for more than 1,500 local projects that enhance the lives and wellbeing of regional communities. Round Four of the Stronger Country Communities Fund has seen a further \$100 million made available for community projects that increase the livability of regional NSW communities.

Council has been successful in receiving \$660,000 in grant funds for the new playing field at Bill Smyth Oval project for the construction of a full-sized lit, irrigated, rugby league field at the southern end of Bill Smyth Oval in Narooma.

The Bill Smyth Oval District Sports Park in Narooma is a highly used facility that services the southern half of the Eurobodalla Shire. Centrally located in the Narooma township and flanked by a tree-covered hillside that is an identified Aboriginal heritage cultural area, this popular and picturesque location supports a range of sporting and other events.

Construction will commence onsite in mid-2023 with works due for completion in November 2023.

Considerations

Broad consultation with community occurred during the development of Narooma Sport and Leisure Precinct Plan of Management 2020. The Plan was exhibited publicly and formally adopted by Council on 24 November 2020. Community consultation included workshops, pop-ups, meetings, surveys, phone-consultations and briefings.

Key issues raised during consultation included:

- The need for a stand-alone rugby league field to address field congestion
- Aboriginal heritage conservation area and vegetation around the southern perimeter of the site requires careful consideration, however local Aboriginal community representatives support the development.
- Configuration of space, existing courts, fields could be improved to accommodate current and future user needs.

The need for an additional and adequately lit competition rugby league field at the southern end of Bill Smyth Oval was a key request identified during community consultation. It was also fully supported by the Bill Smyth Oval Redevelopment Committee (which included representation from all user clubs at the time).

Social Impact

Construction of a second full-sized playing field at Bill Smyth Oval Reserve will meet three key objectives. It will directly increase the number and type of sporting facilities in the Eurobodalla, and Narooma in particular, by establishing a dedicated full-sized rugby league field.

There is currently only one playing field in Narooma and it is shared by both AFL and rugby league sporting codes, causing regular scheduling issues, particularly with the requirement to erect and disassemble rugby league goals on alternate days on site.

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There are only two other dedicated rugby league fields in the Eurobodalla, located in Moruya and Batemans Bay (over 40km and 69km from Bill Smyth Oval Reserve respectively).

A dedicated rugby league field in Narooma will improve the standard of the existing facilities by adding to and enhancing the sporting assets at this popular site. This new field will also enable increased participation in sport by enabling increased scheduling of training and matches for all age groups.

A dedicated rugby league field will reduce or eliminate the scheduling issues currently experienced by two codes sharing the existing Bill Smyth Oval, which also limits the number of junior and senior games that can currently be offered.

Financial

New playing field at Bill Smyth Oval project has a total budget of \$998,905 consisting of \$660,000 in grant funding from round four of the NSW Government's Stronger Country Communities

Faster Local Assessment Grant Program

Overview

The NSW Department of Planning and Environment developed the \$4.9 million Faster Local Assessment Grant Program to support 14 eligible Councils to improve assessment timeframes for development applications and planning proposals.

Council has received a \$350,000 grant from the Faster Local Assessment Grant Program to design and develop process improvements to be made through a range of activities, including the appointment of additional professional assessment staff and assessment system improvements.

The development assessment process is a key part of the housing supply pipeline and impacts how efficiently new housing is delivered. As part of the NSW Government's initiative to improve the planning system, it has allocated funding to support councils to accelerate assessment of local development applications and planning proposals to bring forward housing supply.

The project will be completed by 30 June 2023.

Considerations

The objectives of Faster Local Assessment Grant Program are to:

- Provide support for councils to implement changes that accelerate local development application and planning proposal processing times so that housing is supplied earlier than currently forecast.
- Assist councils in implementing best practice guidelines development assessment and planning proposals.
- Measure the value of change by capturing baseline evidence data to quantify and measure cumulative benefit of change over time for housing supply and economic value.

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Social Impact

The intended outcome of the Faster Local Assessment Grant Program is for faster development application assessment timeframes, therefor providing a faster supply of available housing within Eurobodalla.

Currently there is insufficient social housing stock, affordable rentals and homes to buy in our region. This has been exacerbated by the loss of more than 500 homes during the 2019/20 bushfires and the volume of temporary workers living in the Eurobodalla for major NSW Government infrastructure projects.

Housing stress is being experienced by more than 20% of households in some towns, and by more than 12% of households across the whole shire - higher than national, state and regional averages.

Financial

Council has received a \$350,000 grant from the NSW Department of Planning and Environment's Faster Local Assessment Grant Program to improve assessment timeframes for development applications and planning proposals. Funds have been incorporated into the 2022/23 operational budget.

NSW Planning Portal API grant program

Overview

The NSW Department of Planning and Environment developed the NSW Planning Portal API grant program to invest \$80,000 for each of the 128 councils in NSW to support the digital integrations of development assessment IT systems with the NSW Planning Portal.

The grant seeks to relieve councils across NSW of administrative burden to enable a greater focus on the assessment process, contributing to improved processing times. The grant will also support the flow of data between the NSW Planning Portal and Council's development assessment IT system, thereby reducing the need for manual data transfer.

The project will be completed in February 2024.

Considerations

The NSW Planning Portal was rolled out across NSW on 1 July 2021. The Planning Portal is a NSW Government mandated system to lodge planning applications online and was implemented to create a digital space where community, industry and government can work together to better understand and meet their obligations under the *Environmental Planning and Assessment Act 1979*.

All applications listed below must be lodged through the NSW Planning Portal as of 1 July 2021:

- Development Applications
- Modifications
- Complying Development Applications
- Constructions Certificates
- Appointment of Principal Certifier

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- Occupation Certificates
- Building Information Certificates
- Subdivision Works Certificates
- Subdivision Certificate registration.

In addition to the above, Council also requires the following applications to be lodged through the NSW Planning Portal:

- Section 68 Applications
- Section 138 Applications
- On-site sewage management systems
- Tree Permit Applications.

Social Impact

Much like the intended outcomes of the Faster Local Assessment Grant Program previously mentioned in this report, the NSW Planning Portal API grant program seeks to implement process improvements to provide a faster supply of available housing within Eurobodalla.

Currently there is insufficient social housing stock, affordable rentals and homes to buy in our region. This has been exacerbated by the loss of more than 500 homes during the 2019/20 bushfires and the volume of temporary workers living in the Eurobodalla for major NSW Government infrastructure projects.

Housing stress is being experienced by more than 20% of households in some towns, and by more than 12% of households across the whole shire - higher than national, state and regional averages.

Financial

Council has received a \$80,000 grant from the NSW Department of Planning and Environment's NSW Planning Portal API grant program to support the digital integrations of Council's development assessment IT system with the NSW Planning Portal. Funds have been incorporated into the 2022/23 operational budget.

Local and Regional Stream of the Disaster Risk Reduction Fund - Eurobodalla Flood and Bushfire Risk Management Plans project

Overview

The Local and Regional Risk Reduction stream of the Disaster Risk Reduction Fund (DRRF) was established under the National Partnership Agreement on Disaster Risk Reduction. Under a joint NSW – Australian Government agreement, \$30m of grant funding was made available to:

- Take action to reduce existing disaster risk
- Minimise creation of future disaster risk
- Equip decision makers with the capabilities and information they need to manage and reduce disaster risk.

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Funding is being administered by Resilience NSW to local and regional projects that deliver locally based risk reduction and mitigation solutions to improve disaster resilience across NSW communities.

Council was successful in receiving \$299,136 in grant funding for the Eurobodalla Flood and Bushfire Risk Management Plans project. With a focus on building community resilience and preparedness, this project will achieve meaningful outcomes for our community through the development of a Flood Management Plan for Moruya and a Strategic Bushfire Assessment for Dalmeny.

This project will be completed in March 2024.

Considerations

Floods will continue to have the highest cost impact to our community with forecasts of 64% of losses per hazard to be from floods. The Eurobodalla has experienced nine natural disaster declared flood events throughout 2020/21/22 which devastated many local families, businesses and the environment. These events have raised the urgent need to update flood risk studies and plans to reflect increased risks and the changing conditions being caused by climate change.

Eurobodalla's flood risk studies and plans need updating to reflect changed conditions including revised sea-level rise predictions. This project will result in a better understanding of the flood risk and management options to align with development to address population growth and the current housing crisis.

Eurobodalla has been identified as a bushfire priority Local Government Area, assessed as having high hazard exposure and magnitude of potential impact, in part due to climate change, informed by the Australian Climate Service/NRRA/NSW Government.

Along with most of Eurobodalla's communities, the Dalmeny Land Release Area is on bushfire prone land as identified by the RFS Bushfire Prone Land Mapping. Future growth within this area cannot take place without addressing bushfire risk as part of planning land release areas.

Social Impact

Successful funding for this project will enable Council to mitigate against bushfire and flood risk in Eurobodalla, particularly in the high growth areas of Moruya and Dalmeny.

Not only is the risk of natural disaster in our region growing, but population growth also means more people are potentially impacted by disasters. As the impacts of climate change increase, as do these risks.

Planning for population growth must adequately consider disaster and climate risk to ensure more people and assets are not left vulnerable. Without these measures, opportunities for appropriate mitigation to facilitate appropriate development may be missed or introduced inadequately.

The Eurobodalla Flood and Bushfire Risk Management Plans project has a greater impact for our communities than simply being prepared for disasters. Outcomes that will be delivered will allow better planning for transport, open spaces, pedestrian movement, environmental protection and urban design to be integrated, further improving resilience and connectedness within these key growth areas.

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Financial

Council has received a \$299,136 grant from the Local and Regional Risk Reduction stream of the Disaster Risk Reduction Fund for the Eurobodalla Flood and Bushfire Risk Management Plans project. Funds have been incorporated into the 2022/23/24 operational budget.

Reconnecting Regional NSW - Community Events Program

Overview

The \$25 million Reconnecting Regional NSW - Community Events Program was developed by the NSW Government to fund eligible regional NSW councils to deliver local community events that support the economic and social recovery of our region.

The program was developed to facilitate economic recovery in regional NSW by stimulating activity in the events, hospitality, and accommodation sectors, all of which have been heavily impacted by previous COVID-19 restrictions by providing opportunities for an immediate revenue boost. The program also seeks to reconnect communities by facilitating the delivery of events that promote greater social cohesion, bringing people together to create improved social outcomes.

Council was successful in receiving \$287,582 in grant funding for the Eurobodalla Community Events Program to support the community to reconnect through the delivery of seven new community events:

Bay Pavilions Community Events Program

- Eight separate marquee events to be delivered at the Bay Pavilions between October 2022 and March 2023 that will foster community connection and boost visitor spending in the local community.
- Creative Connections
 - Events across eight months to provide opportunities for our community to access creative arts activities to gather, create and connect.
- Celebrating the Early Years
 - A means of focusing on children and families and promoting opportunities and support for them.
- The Eurobodalla Disability Expo
 - Coinciding with National Mental Health Week in October, the event will focus on individuals in our community living with a disability.
- A Very Tilba Christmas
 - A weekend of food, fashion, arts, crafts and late-night shopping.
- Sprint Series Adventure Race
 - Consisting of kayaking, trekking and mountain biking held in March 2023 in the Batemans Bay and Mogo area.
- Connection to Country

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- First Nations experiences aimed at bringing awareness to locals and visitors as to the incredible indigenous experiences on offer locally.

All events will be held prior to 31 March 2023.

Considerations

In May 2022 the NSW Government advised that Council was eligible to apply for funding through the Reconnecting Regional NSW Community Events Program. Only local governments were eligible to apply to the program.

To ensure a mix of Council-led and community partnership events, staff conducted an Expressions of Interest process for eligible community groups and event organisers to submit their event ideas to be included within Council's broader package of events.

The EOI was open to the public and internal Council teams for two weeks and closed on 15 May 2022. Council received 17 applications consisting of a mix of internal Council teams and external community groups or event organisers. These events were then scored using an assessment matrix that considered event viability, budget, resourcing, community participation and that the event met the needs of the funding guidelines.

The following 7 events were selected to be included in Council's successful grant application:

Event	Applicant	Amount
Bay Pavilions Community Events program	Aligned Leisure / ESC	\$55,000
Creative Connections	Creative Arts Development - ESC	\$55,000
Celebrating the Early Years	Community Development and Participation - ESC	\$55,000
Eurobodalla Disability Expo	Community Development and Youth - ESC	\$18,092
A Very Tilba Christmas	Central Tilba Chamber of Commerce	\$40,000
Sprint Series Adventure Race	Adventure Junkie	\$30,000
Connection to Country	Southbound Escapes	\$34,490
Total		\$287,582

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Social Impact

The Eurobodalla Community Events Program will support the community in the following ways:

- Seven separate events spread across the town centres of Batemans Bay, Moruya and Narooma and villages of Mogo and Central Tilba.
- Numerous individual local businesses will be engaged to undertake a range of event activities including event management, marketing, website creation, performance, catering and transport.
- Each event has unique partnerships set up with either local businesses and/or not-for-profits ensuring wide economic benefits to our region to support the ongoing recovery from COVID-19 restrictions.

Financial

Council has received \$287,582 in grant funding from the NSW Government's Reconnecting Regional NSW program for the Eurobodalla Community Events Program.

\$183,092 of grant funds have been incorporated into the 2022/23 operational budget for events being coordinated by Council staff.

\$104,490 in grant funding has been awarded to the following external event organisers:

- A Very Tilba Christmas - Central Tilba Chamber of Commerce - \$40,000
- Sprint Series Adventure Race - Adventure Junkie - \$30,000
- Connection to Country - Southbound Escapes - \$34,490.

CONCLUSION

Council has secured grant funding from the Australian and NSW Governments:

- \$1,400,000 from the NSW Government under the NSW Regional Housing Fund for the Batemans Bay southern CBD stormwater works project.
- \$660,00 from the NSW Government under the Stronger Country Communities Fund – round four for the New playing field at Bill Smyth Oval project.
- \$350,000 from the NSW Government under the Faster Local Assessment Grant Program to improve assessment timeframes for development applications and planning proposals.
- \$80,000 from the NSW Government under the NSW Planning Portal API grant program to provide Council support to integrate with the NSW Planning Portal.
- \$299,136 from the Australian and NSW Governments under the Local and Regional Stream of the Disaster Risk Reduction Fund for the Eurobodalla Flood and Bushfire Risk Management Plans project.
- \$287,582 from the NSW Government under the Reconnecting Regional NSW program for the Community Events Program.

This grant funding from the Australian and NSW Governments is welcomed and has been formally accepted.

GMR22/110 POLICY REVIEW - CODE OF CONDUCT

**S004-
T00060**

Responsible Officer: Warwick Winn - General Manager

Attachments: 1. Under Separate Cover - Code of Conduct Policy
2. Under Separate Cover - Code of Conduct
3. Under Separate Cover - Council's Procedures for Administration of the Code of Conduct

Community Goal: 5 Our engaged community with progressive leadership

Community Strategy: 5.2 Proactive, responsive and strategic leadership

Delivery Program Link: 5.2.2 Implement effective governance and long-term planning

Operational Plan Link: 5.2.2.2 Review Council policies

EXECUTIVE SUMMARY

Council's policies are reviewed within the first 12 months of a new Council term for the reasons set out under the following sections of the *Local Government Act 1993 (LGA)*.

- Section 223 (1)(e) Role of governing body – 'to develop and endorse the community strategic plan, delivery program and other strategic plans, programs, strategies and policies of the council'.
- Section 232 (1)(f) The role of a councillor – 'to uphold and represent accurately the policies and decisions of the governing body'.

Under Section 440 of the *Local Government Act 1993*, every New South Wales council is to adopt a code of conduct that incorporates the provision of the *Model Code of Conduct for Local Councils in NSW* as published by the Office of Local Government (OLG).

The Code of Conduct Policy is an overarching document that allows the Model Code of Conduct for Local Councils in NSW 2020 to be applied Council's advisory committees, reserves trusts, contractors and volunteers.

The draft Code of Conduct Policy has been reviewed and was placed on public exhibition from 28 February 2022 to 28 March 2022. During this time, one submission was received.

The draft Code of Conduct Policy was presented on 14 June 2022 Council meeting for adoption. It was decided to defer until a workshop could be convened with Councillors, community members and relevant staff. The workshop has now taken place and the Procedures for the Administration of the Code of Conduct has been amended with the recommendations from the workshop.

This report recommends adoption of the Code of Conduct policy along with Council's Code of Conduct and the Procedures for the Administration of the Code of Conduct.

RECOMMENDATION

THAT:

1. The Code of Conduct Policy be adopted.
2. Council's Code of Conduct be adopted.
3. Council's Procedures for Administration of the Code of Conduct be adopted.

GMR22/110 POLICY REVIEW - CODE OF CONDUCT

S004-T00060

BACKGROUND

Under Section 440 of the *Local Government Act 1993*, every New South Wales council is to adopt a code of conduct that incorporates the provision of the *Model Code of Conduct for Local Councils in NSW* as published by the OLG.

The Code of Conduct Policy is an overarching document that allows the Model Code of Conduct for Local Councils in NSW 2020 to be applied Council's advisory committees, reserves trusts, contractors and volunteers.

OLG has advised that councils should adopt a code of conduct and procedures based on the prescribed Model Code of Conduct and Procedures.

Councils cannot dilute or weaken the standards prescribed in the Model Code of Conduct in their adopted code of conduct. If standards are less onerous than those prescribed under the Model Code of Conduct, they will be invalid, and the equivalent provisions of the Model Code of Conduct will override them through the operation of section 440 of the LGA.

The draft Code of Conduct Policy was presented on 14 June 2022 Council meeting for adoption. Minute Number 22/140 states:

THAT this report be deferred to allow a workshop to be convened with Councillors and relevant staff and community members to review the Code of Conduct. An invitation be sent to the Office of Local Government (OLG) to attend. A report is to be put to Council no later than November 2022.

The workshop was held on 30 August 2022 with Councillors, community members and relevant Council staff. The workshop discussed the three recommendation that was received in the submission back in March 2022. The Procedures for the Administration of the Code of Conduct has been amended with the recommendations from the workshop.

CONSIDERATIONS

The draft Code of Conduct Policy has been reviewed and was placed on public exhibition from 28 February 2022 to 28 March 2022. The policy was available for viewing on Council's website.

During the exhibition period, one submission was received. Below are three changes that were recommended in the submission and an appropriate response from the workshop.

Issues raised in submission	Recommendation from workshop
<p>When selecting reviewers in accordance with 6.2 and 3.6 of the Procedures for the Model Code of Conduct for Local Councils in NSW 2020, the Council's complaints coordinator shall select reviewers from the panel in accordance with the following steps.</p> <ul style="list-style-type: none">• Reviewer will be selected in order in which the reviewers' names appear on the list of panel members.• If the complaints coordinator believes a reviewer is unsuitable the complaints coordinator must notify	<p>That the number of Conduct Reviewers used during the year be stated in the Code of Conduct Statistic Reports that must be report to Council at the end of each calendar year. Refer to 11.1 (h) on page 37 of the Procedures for the Model Code of Conduct.</p>

GMR22/110 POLICY REVIEW - CODE OF CONDUCT

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the reviewer of the reasons. The complaints coordinator is to give the reviewer the right of reply on why they are suitable. If the complaints coordinator still believes the review is still unsuitable then they select the next reviewer.	
Complaints about the General Manager should be performed by an alternative complaints coordinator under clause 3.18 Procedures for the Model Code of Conduct for Local Councils in NSW 2020. This person should not be a staff member of Council.	That the Complaints Coordinator select the appropriate Conduct Reviewer from the Conduct Reviewer Panel and submit the recommendation to the Mayor for approval. Refer to 4.15 Procedures for the Model Code of Conduct.
Any documents provided to the conduct reviewer by the complaints coordinator in accordance with clauses 6.7 or 6.16 of the Procedures for the Model Code of Conduct for Local Councils in NSW 2020, must be copied and forwarded to the complainant. Where necessary, redactions may be made to those copies in order to avoid breaches of confidentiality or privacy.	<p>The Mayor has written to the Office of Local Government (OLG) on 7 October 2022 requesting a definitive interpretation of clause 12.1 of the <i>Procedures for the Model Code of Conduct for Local Councils in NSW 2020</i>. In summary the letter asks if clause 12.1 prohibit the sharing, with the complainant, of any information that has been provided to the reviewer or does it simply prevent the public release, by either the coordinator, the reviewer or the complainant, of information about the code of conduct complaint.</p> <p>Council received a response from OLG on 9 November 2022. The correspondence states "The proposed amendments to Council's adopted procedures are inconsistent with these policy objectives. They will potentially allow untested allegations and evidence and other information relating to them to be made public before they have been appropriately considered in accordance with the Procedures, leaving the Council legally exposed". No changes will be made as per the OLG correspondence.</p>

Further, the Code of Conduct policy has a minor change to the Express of Interest (EOI) process relating to Conduct Reviewer panel which is as follows.

"Council will select a Conduct Reviewer from a panel that have been determined by a public Expression of Interest (EOI) process. This process may be undertaken by the Canberra Region Joint Organisation (CRJO) of which Council is a member".

GMR22/110 POLICY REVIEW - CODE OF CONDUCT

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Previously, the EOI process was only to be done through the CRJO. This minor change gives Council flexibility in the circumstances where the CRJO does not conduct an EOI process. The EOI process for a Conduct Reviewer panel has been amended in Council's Procedures for Administration of the Code of Conduct also.

Legal

Under Section 440 of the Local Government Act 1993, Council must adopt a code of conduct that incorporates the provisions of the *Model Code of Conduct for Local Councils in NSW 2020* (Conduct) and procedures that incorporate the *Procedures for the Model Code of Conduct for Local Councils in NSW 2020* as published by the OLG.

Policy

The Code of Conduct Policy is an overarching document that allows the Model Code of Conduct for Local Councils in NSW 2020 to be applied to Council's advisory committees, reserves trusts, contractors and volunteers.

Community and Stakeholder Engagement

Council placed the draft Code of Conduct Policy on public exhibition for a period of 28 days from 28 February 2022 to 28 March 2022. Copies were available for viewing on Council's website.

One submission was received.

The draft Code of Conduct Policy was presented on 14 June 2022 Council meeting for adoption. Members of the community presented at Public Forum. It was decided to defer until a workshop could be convened with Councillors, community members and relevant staff.

CONCLUSION

The draft Code of Conduct Policy was publicly exhibited for 28 days. One submission was received. The Procedure for the administration of the Code of Conduct has been amended with the recommendations from the workshop. The draft Code of Conduct policy is presented to Council for adoption, along with Council's Code of Conduct and the Procedures for Administration of the Code of Conduct.

GMR22/111 POLICY ADOPTION - SEPTEMBER REVIEW

S004-T00060

Responsible Officer: Warwick Winn - General Manager

Attachments: 1. Under Separate Cover - Policy Adoption - September Review

Outcome: 9 Innovative and Proactive Leadership

Focus Area: 9.1 Provide strong leadership and work in partnership to strategically plan for the future and progress towards the community vision

Delivery Program Link: 9.1.2 Implement effective governance

Operational Plan Link: 9.1.2.4 Review Council policies

EXECUTIVE SUMMARY

Council's policies are reviewed within the first 12 months of a new Council term for the reasons set out under the following sections of the *Local Government Act 1993* (LGA).

- Section 223 (1)(e) Role of governing body – 'to develop and endorse the community strategic plan, delivery program and other strategic plans, programs, strategies and policies of the council'.
- Section 232 (1)(f) The role of a councillor – 'to uphold and represent accurately the policies and decisions of the governing body'.

The following policies have been reviewed and placed on public exhibition from 14 September 2022 to 12 October 2022. During this time, no submissions were received.

- Youth Services
- Media
- Water Usage Charging
- Work Health and Safety (WHS)
- Pressure Sewer Systems
- Vegetation Clearing - Roadside and Infrastructure Lines
- Water and Sewer - Rural and Trunk Main Connections
- Build in the Vicinity of Sewer Mains
- Water Supply and Sewerage Headworks Charges
- Water Carting
- Water Restrictions
- Water Saving Incentives for Reticulated Water Customers
- Water Supply Backflow Prevention and Cross Connection Control
- Street Activities
- Dedication Of Land to Council
- Tree Risk Management on Council Controlled Land

GMR22/111 POLICY ADOPTION - SEPTEMBER REVIEW

S004-T00060

- Parks, Playgrounds and Reserves Risk Management
- Community Grants
- Town Signs (to be repealed)

RECOMMENDATION

1. THAT the following policies be adopted
 - Youth Services
 - Media
 - Water Usage Charging
 - Work Health and Safety (WHS)
 - Pressure Sewer Systems
 - Vegetation Clearing - Roadside and Infrastructure Lines
 - Water and Sewer - Rural and Trunk Main Connections
 - Build in the Vicinity of Sewer Mains
 - Water Supply and Sewerage Headworks Charges
 - Water Carting
 - Water Restrictions
 - Water Saving Incentives for Reticulated Water Customers
 - Water Supply Backflow Prevention and Cross Connection Control
 - Street Activities
 - Dedication Of Land to Council
 - Tree Risk Management on Council Controlled Land
 - Parks, Playgrounds and Reserves Risk Management
 - Community Grants.
2. THAT the following policy be repealed
 - Town Signs.

BACKGROUND

Youth Services

This policy reflects Council's commitment to addressing barriers and promoting opportunities for young people aged 12-25 years in this shire and indicates the types of services provided to young people by Council.

GMR22/111 POLICY ADOPTION - SEPTEMBER REVIEW

S004-T00060

Media

Council has an important relationship with the media. This relationship provides Council with an opportunity to keep the community informed and involved in its activities and programs.

This purpose of this policy is to:

- Provide for communication of Council affairs through the media
- Set a framework for an effective working relationship with media
- Promote coverage of Council affairs that is fair, accurate and reliable
- Identify spokespeople and their responsibilities.

Water Usage Charging

Eurobodalla Shire Council provides a metered water supply service to the community, which is funded by users of the service through annual and usage charges. This policy applies to all owners of properties that are connected to Council's water supply systems and explains how Council determines water usage accounts.

Work Health and Safety (WHS)

This document sets out Council's approach to Work, Health and Safety (WHS) and to ensure that adequate resources are made available to comply with Council's legal WHS obligations. This policy also sets out responsibilities and accountabilities in relation to the management of WHS.

Pressure Sewer Systems

This policy provides clear direction as to the extenuating circumstances when Council will permit pressure sewer systems to be connected to Council's gravity sewer system, and the conditions that must be met for such connections to be approved.

Vegetation Clearing - Roadside and Infrastructure Lines

Council's policy was developed to clarify the responsibilities of Council when undertaking clearing in road reserves for other infrastructure (e.g. underground services), whether on public land or within private property, for maintenance or construction purposes. The management of risk from trees on private property is covered separately under Council's Tree Risk Management on Council Controlled Land Policy.

Water and Sewer - Rural and Trunk Main Connections

Council's Strategic Business Plan for Water Supply and Sewerage identifies level of service targets that Council aims to achieve in the delivery of its water supply and sewerage services. Key performance objectives include adequate water quality, maximum and minimum water supply pressures, sewer odour complaints, response times and durations of interruptions.

This policy is to ensure that Council's ability to meet its level of service obligations is not compromised by allowing water and sewer services in low density areas, i.e. rural properties, or from water trunk mains.

Build in the Vicinity of Sewer Mains

Under Section 59A of the *Local Government Act 1993* (the Act), Council is the owner of all works of water supply, sewerage and stormwater drainage installed in or on land by council

GMR22/111 POLICY ADOPTION - SEPTEMBER REVIEW

S004-T00060

(whether or not the land is owned by council). The Act provides council access to any land required to operate, repair, replace, maintain, remove, extend, disconnect, improve or do any other things that are necessary or appropriate to any of its works to ensure that, in the opinion of council, the works are used in an efficient manner for the purposes for which the works were installed.

Water Supply and Sewerage Headworks Charges

The provision of existing water and sewer services, including operations and maintenance activities, asset renewals and level of service upgrades is funded by income derived from existing consumers through water and sewer availability and usage charges. New infrastructure required to service development is funded by the developer through direct construction costs and headworks charges. That is, the developer funds the construction of new assets required to service their development and contributes to capacity upgrades of the existing system required to accommodate the additional demand of development.

Water Carting

Section 68 of the *Local Government Act 1993* requires that a person may draw water from a Council water supply or a standpipe or sell water so drawn only with the prior approval of the Council, except in so far as a local policy adopted under Chapter 7, Part 3 of the Act allows the activity to be carried out without an approval.

Water Restrictions

It is normal practice in NSW to design water supply systems so that water restrictions should not be applied in more than 10% of years or for more than 5% of the time. That is, water supply headworks should be sized so that water restrictions are only necessary on average once every ten years and when applied should not be needed on average for longer than six months.

Water Saving Incentives for Reticulated Water Customers

Council promotes water conservation and demand management as essential for ensuring efficient use of our valuable water resources and to improve environmental outcomes.

Best Practice Management requires active intervention by supporting appropriate demand management measures such as retrofit programs and rebates for water efficient appliances.

Water Supply Backflow Prevention and Cross Connection Control

Council is responsible for ensuring that drinking water supplied from Council's water supply system is safe to use. To achieve this, Council treats water to a standard that meets the *Australian Drinking Water Guidelines* and manages the water supply system to prevent the water from being contaminated in the distribution and reticulation network.

Street Activities

This policy recognises the value to community groups and the broader community of the opportunity to use Council footpaths and other public land for fund raising, information provision, entertainment and services.

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Dedication of Land to Council

This policy recognises that as a result of the subdivision or development of land, some land may need to be dedicated to Council in the form of public open space. The policy also recognises the need to ensure that land so dedicated is fit for purpose.

Tree Risk Management on Council Controlled Land

Eurobodalla Shire Council has a duty of care to take reasonable measures within budget limitations to manage the risks arising from trees on all land under Council's control. This Policy provides for the management of risks arising from:

- Tree failure potentially causing injury to people and/or property damage.
- Tree roots causing and/or likely to cause damage to property such as buildings and structures.

Parks, Playgrounds and Reserves Risk Management

This Policy provides for the management of Eurobodalla Shire Council's parks and reserves facilities, including playgrounds and skateparks. Council has a duty of care to take reasonable measures within budget limitations to manage the risks arising from defects on Council's parks and reserves facilities. Pathways within reserves are covered by the Pathways Risk Management Policy. Signs as remote supervision are covered by the Signs as Remote Supervision Policy.

Community Grants

Eurobodalla Shire Council recognises the value and importance of the role that community groups and organisations play in building vibrant, inclusive and healthy communities. Council provides grant funding to a range of organisations for the purpose of providing a community service or undertaking a project of benefit to the community. The purpose of this policy is to set out Council's framework for delivering grant funding to the community and provide information for Council and the community on the principles guiding the community grants program.

This policy specifically reflects Council's approach to grant-making within the Eurobodalla environment, with consideration to local government's role in achieving community cohesion, civic participation and capacity building.

Town Signs (to be repealed)

In 2020, the Eurobodalla Signage Style Guide (Style Guide) was developed to guide Council Staff and fabricators on the look and feel of the destination signage suite.

The Strategy and Style Guide provides a more detailed, strategic approach for the erection of town signs than the Town Signs Policy. Extensive community engagement has informed the Strategy and Style Guide, which was not undertaken as part of the Policy development.

As such, the Strategy and Style Guide supersede the Policy with more current information about how to design and determine the location of town signs and other destination signage.

CONSIDERATIONS

The draft policies have been reviewed and minor formatting and changes to links in the governance section of the policies were undertaken as a result of Council resolution 22/66.

GMR22/111 POLICY ADOPTION - SEPTEMBER REVIEW

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Community Engagement

The draft policies were placed on public exhibition for a period of no less than 28 days commencing on 14 September 2022 to 12 October 2022.

During this time, no submissions were received.

CONCLUSION

The draft policies were placed on public exhibition for 28 day and no submissions were received. They are now presented to Council for adoption except for Town Signs Policy which is presented to Council to be repealed.

PSR22/056 POLICY REVIEW - LAND ACQUISITION AND DISPOSAL POLICY

**S0004-
T00060**

Responsible Officer: Lindsay Usher - Director, Planning and Sustainability Services
Attachments: 1. Under Separate Cover - Land Acquisition and Disposal Policy
Community Goal: 5 Our engaged community with progressive leadership
Community Strategy: 5.3 Work together to achieve our collective vision
Delivery Program Link: 5.3.2 Manage land under Council control
Operational Plan Link: 5.3.2.1 Undertake strategic management of Council's operational land portfolio

EXECUTIVE SUMMARY

The purpose of this report is for Council to consider adopting the new "*Land Acquisition and Disposal Policy*" (the *Policy*) having reviewed changes made following the public exhibition period during which one submission was received

A draft of the *Policy* was placed on public exhibition for 28 days from 24 August 2022 to 21 September 2022. During this time one submission was received.

The submission raised various matters in relation to the draft *Policy* and a summary of the changes proposed as a result are set out in Considerations below.

It is recommended to adopt the amended draft *Policy*.

RECOMMENDATION

THAT Council adopt the Land Management – Acquisition, Disposal and Lease/Licencing Policy.

BACKGROUND

Council's policies are reviewed within the first 12 months of a new Council term for the reasons set out under the following sections of the *Local Government Act 1993 (LGA)*.

- Section 223 (1)(e) Role of governing body – 'to develop and endorse the community strategic plan, delivery program and other strategic plans, programs, strategies and policies of the council'.
- Section 232 (1)(f) The role of a councillor – 'to uphold and represent accurately the policies and decisions of the governing body'.

The Land Acquisition and Disposal Policy is designed to ensure that Council's land transactions are open, accountable, comply with legislation and achieve best value for the ratepayers.

A draft of the *Policy* was placed on public exhibition for 28 days from 24 August 2022 to 21 September 2022. During this time one submission was received.

CONSIDERATIONS

One change to the current *Policy* was that the Land Investment Policy is being merged with the Land Acquisition and Disposal Policy to provide a single policy to guide Council's activities in this

PSR22/056 POLICY REVIEW - LAND ACQUISITION AND DISPOSAL POLICY

**S0004-
T00060**

area and renamed to the Land Management Policy. The policy exhibited also had a number of other changes to the current Policy to simplify and clarify requirements for land dealings.

Following review of the submission received, the following comments and amendments to the draft Policy are set out as follows:

<ul style="list-style-type: none"> Topic raised in the submission 	<ul style="list-style-type: none"> Changes proposed to Policy exhibited
<ul style="list-style-type: none"> <i>Policy Criteria – Probity Plan</i> 	<ul style="list-style-type: none"> To confirm the need for thorough documentation, wording now confirms when a <i>written</i> Probity Plan will be required
<ul style="list-style-type: none"> <i>Policy Criteria- Legislation and Governance</i> Suggestion of a link be provided to ICAC's 'Direct Negotiations: Guidelines for Managing Risks' and the Office of Local Government's 'Capital Expenditure Guidelines'. 	<ul style="list-style-type: none"> At Policy Criteria 2. Legislation: Inclusion of ICACs 'Direct Negotiations: Guidelines for Managing Risks' and the Office of Local Government's 'Capital Expenditure Guidelines'. At Governance: Add to 'Related legislation and policies': links to ICACs 'Direct Negotiations: Guidelines for Managing Risks' and the Office of Local Government's 'Capital Expenditure Guidelines'.
<ul style="list-style-type: none"> <i>Policy Criteria- Valuation Requirements –</i> where 'a valuation may not be cost effective' suggestion of additional wording "and put to the audit committee for their oversight". 	<ul style="list-style-type: none"> At Policy Criteria 9. Valuation Requirements Wording is being added to refer significant transactions to the Audit, Risk and Improvement Committee. Most such land transactions are worth a very small amount. Paragraph 4 now reads: 'In some circumstances where the land value is low or there is adequate other evidence of the land value, a valuation may not be cost effective and in these cases, the reasons for not obtaining a valuation will be noted in the Council report. If the land for which a valuation is not obtained is worth more than \$10,000, a summary of the completed transaction will be provided to the Audit, Risk and Improvement Committee.'
<ul style="list-style-type: none"> <i>Policy Criteria-Direct negotiation -</i> ARIC involvement to be added. 	<ul style="list-style-type: none"> At Policy Criteria 6. Direct negotiation: Add 'If the land involved in the direct negotiation is worth more than \$10,000, a summary of the completed transaction will be provided to the Audit, Risk and Improvement Committee.'

PSR22/056 POLICY REVIEW - LAND ACQUISITION AND DISPOSAL POLICY

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<ul style="list-style-type: none"> Topic raised in the submission 	<ul style="list-style-type: none"> Changes proposed to Policy exhibited
<ul style="list-style-type: none"> <i>Purpose</i> - Concern that there is no mention of any community input into the acquisition, disposal or leasing/licensing of land in the shire in the Policy. 	<ul style="list-style-type: none"> The policy does refer to public notification and the need for Council reports which provide the opportunity for public input. Community land cannot be sold without an extensive public engagement process. The following adjustment to the policy has been made to emphasise this point: At Policy Criteria 1. Application: The report will outline how any transactions are consistent with Council's policies including on community engagement.
<ul style="list-style-type: none"> <i>Policy Criteria-Projects</i> – comments were made about Council following through on commitments to landowners 	<ul style="list-style-type: none"> No change to Policy is suggested. The Land Acquisition (Just Terms Compensation) Act 1993 is followed and compensation is paid when applicable and as part of the legislative process.
<ul style="list-style-type: none"> <i>Policy Criteria-Land Disposals</i> – regarding 'auctions' suggestion of additional wording "or valuers - if the value is likely to be above \$1 million". 	<ul style="list-style-type: none"> At Policy Criteria 5. Land Disposals: No change to Policy is proposed. There will be only one valuation even if the land value is likely to be over \$1million as the property is being sold by auction. Two valuations are only obtained if the land is being sold by direct negotiation and is worth more than \$1million.
<ul style="list-style-type: none"> <i>Policy Criteria-Public Road Closures</i> – query regarding the meaning of the wording 'airspace above', leasing arrangements and consultation. 	<ul style="list-style-type: none"> No changes to Policy proposed. Airspace leases could for instance be for an awning that hangs over the road. Public and adjoining landowners are notified of proposed road matters.

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<ul style="list-style-type: none"> Topic raised in the submission 	<ul style="list-style-type: none"> Changes proposed to Policy exhibited
<ul style="list-style-type: none"> <i>Policy Criteria- Leasing/licensing of Council managed land – public notification query.</i> 	<ul style="list-style-type: none"> Policy Criteria 14 - amended to clarify: Public notification will not occur if a licence is inconsistent with Council strategies as it will be rejected. Paragraph 2 to now read: 'Section 47 of the <i>Local Government Act 1993</i> requires public notice to be given of Council's intent to issue a lease or licence over Council-managed community land. <i>Staff will issue such public notice unless a lease or licence request is inconsistent with Council policies, strategies or plans in which case staff will reject the licence application.</i> Councillors will be informed via the Councillor Newsletter of any public notification.
<ul style="list-style-type: none"> <i>Policy Criteria-Land investment – suggestion that a written business plan must be made available to councillors to discuss aspects of the plan and the need for confidentiality with the audit committee.</i> 	<ul style="list-style-type: none"> At Policy Criteria 15. Land investment: Add: 'and endorsement by Council' and 'however the written business plan must be made available to councillors to discuss aspects of the plan and the need for confidentiality with ARIC'. Paragraph 3 to read; 'Staff shall prepare a business plan as part of the DPOP action 5.3.2.4 'Review the Property Strategy', to define its land investment activities for review by the Audit, Risk and Improvement Committee <i>and endorsement by Council.</i> It is acknowledged that <i>individual actions within the business plan</i> are likely to be kept confidential due to their commercially sensitive nature <i>however the written business plan must be made available to councillors to discuss aspects of the plan and the need for confidentiality.</i>

As well as changes made from the submission, a number of small other changes were made on final review of the Policy including adding clarification to the policy section 'Land Acquisition – Projects'

Legal

Council will comply with all appropriate legislation.

Policy

The policy changes are consistent with legislative requirements.

Asset

Public land is an important community asset and this policy is designed to guide how land transactions are conducted.

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Economic Development Employment Potential

Council land dealings can play a role in supporting the local economy.

Financial

The objective of the policy is to ensure best value is obtained in Council's land dealings.

Community and Stakeholder Engagement

Council placed the draft policy on public exhibition for a period of 28 days from 24 August to 21 September 2022 and one submission was received.

CONCLUSION

A submission received during the public exhibition period of the Land Acquisition and Disposal Policy has been considered. As a result, there are some changes proposed to the draft Policy.

It is recommended that Council adopt the amended draft Policy.

PSR22/057 NORTH HEAD AND MYSTERY BAY CAMPGROUNDS

**S023-T00006,
S023-T00008**

Responsible Officer: Lindsay Usher - Director, Planning and Sustainability Services

Attachments: Nil

Community Goal: 5 Our engaged community with progressive leadership

Community Strategy: 5.3 Work together to achieve our collective vision

Delivery Program Link: 5.3.2 Manage land under Council control

Operational Plan Link: 5.3.2.3 Manage the operation of Councils campgrounds and Batemans Bay Beach Resort

EXECUTIVE SUMMARY

This report is for Council to consider approving a new approach to managing residents in its campgrounds who have stayed longer than the 50 day regulatory limit but have not been able to find somewhere more appropriate to live.

Council operates Moruya North Head and Mystery Bay Campgrounds as a primitive camping ground under the provisions of clause 131 of the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021* (the Regulations).

Approval to Operate under section 68 of the *Local Government Act 1993* is required for the operation of the camping ground. Council is the regulatory body responsible for these regulations.

To comply with the regulations, Council would need to evict people who have stayed longer than the 50 day regulatory limit.

RECOMMENDATION

THAT

1. Council notes there are people in its campgrounds who have stayed longer than the 50 day regulatory limit but have not been able to find somewhere more appropriate to live
2. Council seek to enter into agreements with long term residents while they continue to seek alternative accommodation to manage their stay at Council's campgrounds
3. These agreements require people to comply with standard campground rules and any additional rules required by Council to manage their stay
4. Council use its discretion not to enforce the Local Government Regulations against itself.
5. Council to continue advocacy to State and Federal Government to address the lack of low cost and emergency housing including the proposal to amend Section 73(4) of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 to include "housing crisis".

BACKGROUND

Clause 131 of the Regulations details the following matters for the operation of primitive camping grounds in NSW:

PSR22/057 NORTH HEAD AND MYSTERY BAY CAMPGROUNDS

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- Limits on the number and location of campsites
- Conditions of approval including setback of moveable dwellings, supply of water and sanitary facilities and fire fighting services, and obligations for maintaining a register of occupants.

Clause 73 of the Regulations details the maximum permitted stay for visitors in all caravan parks and camping grounds in NSW. Clause 73 (1)(d) requires that no visitor may occupy a movable dwelling in a primitive camping ground for longer than 50 days in any 12-month period.

With a severe lack of affordable accommodation in the area, many residents can vastly exceed the 50-day limit and in tourism periods, total residents will exceed the regulated limit.

Therefore, unless Council takes action to evict residents who may have no place to go, it will remain in breach of the Regulation.

Rather than do this, it is proposed for Council to endorse a different approach as part of its overall response to the housing crisis. It will also continue with a range of actions at the campground to manage issues associated with having long-term residents in a facility not designed for this.

The presence of a significant number of long term residents has:

- Created a poor perception of Council's campground from tourist visitors
- Reduced revenue due to unfavourable online reviews.

The Police are regular visitors to the campground and the introduction of agreements with long term residents should help manage behaviours and hopefully lead to a reduced need for police intervention.

CONSIDERATIONS

Any primitive campground or caravan park must obtain an Approval to Operate to ensure compliance with the Local Government Regulations. Should a park be in breach of these regulations, Council's options for enforcement are:

1. Not issue an approval to operate
2. Take the park to the Land and Environment Court for non-compliance.

Council can make use of its discretion not to penalise itself for not strictly enforcing the 50-day rule.

In addition, Council is taking a range of operational actions to address these long-term resident issues including:

1. Continue proactive engagement with external agencies including homelessness and mental health organisations as well as the Police
2. Council will have a strict set of rules for anyone staying longer than 50 days and seek to enter into agreements with these long-term residents.

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S023-T00008**

Council is finalising negotiations for the new management contract for the campgrounds and this includes the engagement of a Community Manager dedicated to work more closely with long-term residents and their associated issues.

Legal

Council operates Moruya North Head and Mystery Bay Campgrounds as a primitive camping ground under the provisions of clause 131 of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 (the Regulations).

[Local Government \(Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings\) Regulation 2021 s131](#)

Approval to Operate under section 68 of the Local Government Act 1993 is required for the operation of the camping ground. Council is the regulatory body responsible for issuing the Approval and undertaking compliance action for non-compliance with the conditions of the Approval.

[Local Government Act 1993 s68](#)

Council has obtained legal advice on the implications of increased use of its discretion not to enforce the 50-day rule.

Council cannot physically evict people but instead relies on the Police to take action under the *Inclosed Lands Protection Act 1901* or other legislation.

[Inclosed Lands Protection Act 1901](#)

The following provisions of Local Government legislation are also relevant:

Local Government Act 1993 - 131A Orders that make or are likely to make residents homeless

- (1) If an order will or is likely to have the effect of making a resident **homeless**, the council must consider whether the resident is able to arrange satisfactory alternative accommodation in the locality.
- (2) If the person is not able to arrange satisfactory alternative accommodation in the locality, the council must provide the person with—
 - (a) information as to the availability of satisfactory alternative accommodation in the locality, and
 - (b) any other assistance that the council considers appropriate.

[Local Government Act 1993 s131A](#)

Local Government (Manufactured Homes) Regulation 73 (4)

- (4) The manager of a caravan park or camping ground may authorise a person to stay in the caravan park or camping ground for a period not exceeding 2 years if the manager is reasonably satisfied that the person has been displaced as a result of—
 - (a) a natural **disaster**, or
 - (b) a pandemic.

PSR22/057 NORTH HEAD AND MYSTERY BAY CAMPGROUNDS

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S023-T00008**

[Local Government \(Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings\) Regulation 2021 s73](#)

Asset

The campgrounds are an important asset to the community for all campers.

Social Impact

Continuing with a proactive approach to the homelessness situation and ensuring campground rules are followed by all campers including long termers will assist with keeping the campgrounds a place for all campers to enjoy.

Economic Development Employment Potential

Council is in negotiations for the new management contract for the campgrounds and this proposes to include the engagement of a Community Manager.

Financial

Income for the campgrounds is derived from camping fees. Continuing with a proactive approach to the situation and ensuring campground rules are followed by all campers including long termers will assist in avoiding reduced revenue due to unfavourable tourist reviews.

Community and Stakeholder Engagement

Council's Engagement Planning Tool and relevant legislation have been used to guide the best approach to engagement. There is no legal requirement to advise the community in relation to this matter and the engagement method will be to 'inform'.

CONCLUSION

This report seeks endorsement of the above approach to manage long term resident issues at the campgrounds.

PSR22/058 LICENCE FOR MARKETS - RIVERSIDE PARK, MORUYA

**S023-T00017
LAND ID 8932**

Responsible Officer: Lindsay Usher - Director, Planning and Sustainability Services

Attachments: 1. MCM Special Conditions

Community Goal: 5 Our engaged community with progressive leadership

Community Strategy: 5.3 Work together to achieve our collective vision

Delivery Program Link: 5.3.2 Manage land under Council control

Operational Plan Link: 5.3.2.2 Manage leases and licences

EXECUTIVE SUMMARY

The purpose of this report to seek approval to simplify the existing licence to operate the Moruya Country Markets (MCM) on Saturdays in Riverside Park, Moruya.

Riverside Park has been utilised for markets since 2009. The ongoing success of markets at Riverside Park indicates the value of markets to the community and visitors to the region.

The licence expired on 30 June 2022. A 5-year licence renewal effective from 1 July 2022 was authorised at the Council meeting on 26 April 2022.

Prior to enacting the renewal, a number of compliance matters required Council's consideration.

RECOMMENDATION

THAT

1. Council amend the licence conditions for markets approved by Council at the Council meeting of 26 April 2022, Minute 22/96 by:
 - a. Removing Special Condition 16, 17, 18 and 19 of the former licence.
 - b. Adding terms that require the licence holder to abide by the regulatory requirements of any relevant public authorities, including NSW Office of Fair Trading and the Australian Charities and Not-For-Profit Commission.

BACKGROUND

Riverside Park has been utilised for markets since 2009. The ongoing success of markets at Riverside Park indicates the value of markets to the community and visitors to the region.

At a Council Meeting 26 April 2022, a 5-year licence renewal in terms similar to the previous licence was authorised for Moruya Country Markets (MCM).

Minutes of Council meeting of 26 April 2022:

PSR22/058 LICENCE FOR MARKETS - RIVERSIDE PARK, MORUYA

**S023-T00017
LAND ID 8932**

MINUTES OF THE ORDINARY COUNCIL MEETING OF EUROBODALLA SHIRE COUNCIL HELD ON TUESDAY 26 APRIL 2022		PAGE 11
PSR22/010 LICENCE FOR MARKETS - RIVERSIDE PARK, MORUYA		File Ref: S023-T00017
22/96 MOTION Councillor Pollock OAM/Councillor Dannock THAT		
1. Council grant five-year licences to Moruya Country Markets and SAGE Farmers' Markets to operate markets within part Lots 304/752151, 303/752151, 221/752151, 1/722793, 7301/1132695 and 738/1081043, Riverside Park Moruya, commencing on 1 July 2021 and expiring on 30 June 2026, including the following conditions:		
a. The licence fee be in accordance with Council's adopted Fees and Charges for markets within the Eurobodalla.		
b. The licence area is to be left clean and tidy after use and any damage caused is to be rectified by the licence holder.		
c. Provision of evidence of public liability insurance cover to the amount of at least \$20 million.		
d. Conditions generally be in line with similar licences.		
2. The General Manager be given delegated authority to negotiate further licences.		

Council has not yet signed the licence with the Moruya Country Markets as it has been seeking to ensure that the terms of the previous licence have been complied with. Seeking this compliance has been an administrative burden for the Markets and Council and it has not been possible to complete this.

Members of the Markets committee have raised this administrative burden a number of times in meetings with Councillors and staff. Following Councillor briefings on this aspect of the licence, it has been suggested that to simplify the administrative burden on the Markets and Council, some licence conditions could be removed.

The previous licence included special conditions that licencees are required to:

- provide audited annual financial details and
- provide market committee minutes and
- abide by the Committees governance provisions and
- report any breaches of their governance to Council.

A Council resolution is required because the current governance provisions were originally approved by the resolution of Councillors during the Council meeting on 23 February 2016 when the previous licence was approved.

PSR22/058 LICENCE FOR MARKETS - RIVERSIDE PARK, MORUYA

**S023-T00017
LAND ID 8932**

Minutes of Council meeting of 23 February 2016:

FBD16/004 MARKETS IN MORUYA RIVERSIDE PARK

16/30 MOTION Councillor Harding/Councillor Innes

THAT:

1. Council receive a further report recommending a five-year licence be granted to Sustainable Agriculture & Gardening Eurobodalla Inc., subject to the same conditions as the licence for the Saturday markets at Riverside Park, Moruya, following consideration of the fees for the Tuesday farmers market;
2. Such licence would be subject to consent from the Minister administering the Crown Lands Act 1989 and based on a standard Crown Lands' licence with stall fees in accordance with Council's adopted Fees and Charges with additional conditions including:
 - (a) Random audits of stall numbers;
 - (b) Monthly reporting on weekly stall numbers;
 - (c) Annual provision of the licensee's audited financial details;
 - (d) Provision of Licensee's market committee report minutes;
 - (e) The licensee must abide by the licensee's governance provisions and constitution as detailed in its submission to the Expression of Interest for conducting weekly markets in Riverside Park;
 - (f) Written notice by given by the licensor to the licensee of breaches to the licensee's governance provisions or constitution outlined in (e) above; and
 - (g) The licensee to show cause why the licence should not be terminated following three written notices given in respect of (f) above.

(The Motion on being put was declared **CARRIED**)

Under the licence agreement, the Licensee is required to comply with the requirements of all statutes, regulations or by-laws and requirements of all relevant public and local authorities.

Legal advice confirms that apart from it being a licence condition, appropriate governance is a matter for the MCM committee and NSW Fair Trading so Council could add 'NSW Fair Trading and the Australian Charities and Not for Profits Commission (ACNC)' to the above licence condition.

CONSIDERATIONS

It is Council's role to administer the licence terms for use of the reserve as Crown Land Manager.

Any concerns about governance can be directed to NSW Fair Trading and the ACNC.

The simplification of licence conditions would also apply to the Tuesday Farmers' Markets.

Legal

Riverside Park, Moruya is a Crown Reserve under the management of Council as Crown Land Manager. *The Crown Land Management Act 2016* commenced on 1 July 2018.

PSR22/058 LICENCE FOR MARKETS - RIVERSIDE PARK, MORUYA

**S023-T00017
LAND ID 8932**

A Crown land manager (CLM) is responsible for the care, control and management of appointed Crown reserves on behalf of the people of NSW. CLM's oversee the appointed reserves, buildings, assets and infrastructure along with administering the crown leases and licences for these locations.

<https://legislation.nsw.gov.au/view/pdf/asmade/act-2016-58>

Legal advice confirms that appropriate governance is a matter for the committee and NSW Fair Trading. Any concerns can be directed to NSW Fair Trading and the Australian Charities and Not for Profits Commission (ACNC).

Policy

The call for an EOI is in accordance with Council's Code of Practice - Licensing of Public Reserves and Associated Buildings.

[Licencing of council controlled public reserves and associated buildings Code of Practice \(nsw.gov.au\)](https://legislation.nsw.gov.au/view/pdf/asmade/act-2016-58)

Environmental

The licence area is to be left clean and tidy after use and any damage caused is to be rectified by the licence holder.

Asset

Markets provide income for maintenance and ongoing improvements to Riverside Park.

Social Impact

The ongoing success of markets at Riverside Park indicates the value of the markets to the community. Markets are a source of income for Council and the wider community benefits from donations to either local charities or community facilities.

Economic Development Employment Potential

Markets provide for increased local economic growth through tourism, encouraging shoppers from outside of the Eurobodalla and providing local primary producers an alternate outlet for their produce.

Financial

Licence fees payable in accordance with Council's adopted fees and charges for markets within Eurobodalla Shire apply.

Currently, MCM is charged the rates for not-for-profit markets being \$20 for non-powered stalls and \$25 for powered stalls. Commercial market fees are an extra \$3 per stall.

Community and Stakeholder Engagement

In accordance with Section 47A of the *Local Government Act 1993* and Council's Community Engagement Framework the intention to grant licences for markets at Riverside Park was publicly notified. An Expression of Interest (EOI) was conducted and publicly notified for a period of 28 days from 10 November 2021 to 7 December 2021.

Apart from the incumbent market operators, no other submissions were received.

PSR22/058 LICENCE FOR MARKETS - RIVERSIDE PARK, MORUYA

**S023-T00017
LAND ID 8932**

CONCLUSION

The licences for the weekly markets at Riverside are due for renewal. At a Council Meeting 26 April 2022, a 5-year licence renewal in terms similar to the previous licence was authorised for Moruya Country Markets (MCM).

It is recommended that Council re-endorse the renewal of five-year licences to the existing licence holders to operate markets from Riverside Park.

SCHEDULE 2 – SPECIAL CONDITIONS

1. The Licensee shall, subject to the terms of this Agreement, be entitled to enter and use the premises for the purpose of markets comprising no more than one hundred and twenty (120) stalls every Saturday between 5am and 2pm, with retail trade restricted to between 7am and 1pm.
2. The Licensee shall comply with and at all times operate the markets in accordance with the terms of development consent 128/07 issued by Eurobodalla Shire Council dated 31 October 2006 attached as Annexure B.
3. The Licensor may at its absolute discretion direct the Licensee not to occupy part of the Licensed Area during the period of the Licence.
4. The Licensee shall ensure that vehicles will only be allowed in the market area during set-up and set-down times except if:
 - (a) A vehicle is required as part of a stall, eg coffee van, donut van etc;
 - (b) A stallholder's disability necessitates the need to have the vehicle; or
 - (c) Inclement weather may be imminent.
5. The Licensee shall be responsible for all connections from electricity supply. All electrical installations must comply with AS3000 and AS3002. The Licensee shall ensure:
 - (a) all electrical leads are to be serviceable and in good repair;
 - (b) electrical leads do not create trip hazards;
 - (c) joints and connections are not accessible to the public or exposed to damp conditions.
6. No fixed structures to be constructed.
7. The Licensee shall keep the Licensed Area clean and tidy during the periods of market operations.
8. At the completion of each market day the Licensee shall ensure that:
 - (a) Any fixtures, fittings or property belonging to the Licensee are removed.
 - (b) All rubbish is collected and deposited in two (2) 240 litre Mobile Garbage Bins (MGB) provided by the Licensor.
 - (c) The MGB's are secured.
 - (c) Any damage caused to the premises, and in particular to the surface of Moruya Riverside Park by vehicles or otherwise is made good.
9. The Licensee shall, at the Licensee's sole cost and expense, fully comply with the terms of any notice received from the Licensor to repair the premises. If a notice to repair is not fully complied with at the expiration of seven (7) days after its being served upon the Licensee, the Licensor may at its option carry out the required work. In such event

the Licensee shall pay to the Licensor the Licensor's costs and expenses of carrying out such work.

10. The manager, or other authorised employee of the Licensee, is responsible for supervising activities, and must be a person approved by the appropriate controlling body.
11. The Licensee shall comply with all notices and directions issued by or on behalf of Eurobodalla Shire Council or the Minister administering the Crown Lands Act.
12. The Licensor reserves the right to remove from or refuse entry to the Licensed Area any person regardless of any arrangements or contract with the Licensee.
13. The Licensee shall provide the Licensor with a statement at the end of each month detailing the number of powered and unpowered stall sites occupied weekly during that month.
14. Upon receipt of the monthly statement the Licensor will issue an invoice to the Licensee to be paid within seven (7) days of issue.
15. The Licensor shall conduct random audits of stall numbers.
16. The Licensee shall annually provide the Licensor with the Licensee's audited financial details.
17. The Licensee shall provide the Licensor with the market committee report minutes.
18. The Licensee must abide by the Licensee's governance provisions and constitution as detailed in its submission to the Expression of Interest for conducting weekly markets in Riverside Park.
19. The Licensor shall provide written notice to the Licensee of breaches to the Licensee's governance provisions or constitution outlined in 18 above.
20. The Licensee shall show cause why the licence should not be terminated following three (3) written notices given in respect of 19 above.
21. The Licensee will be entitled to terminate the Licence conferred by this Agreement by giving the Licensor written notice of termination providing for this agreement to terminate not less than three (3) months after the date of service of such notice.

PSR22/059 LICENCE FOR MORUYA RODEO - MORUYA SHOWGROUND

**S023-T00017
LAND ID: 34400**

Responsible Officer: Lindsay Usher - Director, Planning and Sustainability Services

Attachments: 1. Current Rodeo Licence

Community Goal: 5 Our engaged community with progressive leadership

Community Strategy: 5.3 Work together to achieve our collective vision

Delivery Program Link: 5.3.2 Manage land under Council control

Operational Plan Link: 5.3.2.2 Manage leases and licences

EXECUTIVE SUMMARY

The purpose of this report is to advise councillors of the Rodeo proposed to be held at Moruya Showground on 1 January 2023 and of a request received to renew that licence.

The Rodeo Association of Moruya Inc (Rodeo Association) holds a 5-year licence to conduct the annual event which began on 1 December 2017 and includes a holding over period for 12 months which permits the licence to run for a further year to include the event planned in January 2023.

Council has received an application to renew the Licence for another five-year period which will be the subject of a Council report in the new year. Public notification of this request and a further Council report to consider any submissions will be required

RECOMMENDATION

THAT:

1. The Rodeo be held on 1 January 2023 under the conditions of its current licence.
2. Public Notification be given of Council's intention to consider approving a further 5 year licence
3. The need to comply with NSW Department of Primary Industry's Code of Practice for animals used in rodeo events be added to the conditions of any future licence

BACKGROUND

The Rodeo Association has been conducting the Moruya Rodeo at the Moruya Showground on New Year's Day for the last 48 years. The current 5-year licence to conduct the annual event began on 1 December 2017 and includes a holding over period for 12 months which permits the licence to run for a further year to include this event planned in January 2023.

Council's Plan of Management for the Showground reserve was adopted following community consultation. A licence to the Rodeo Association will be consistent with the purposes of the reserve identified in the Plan of Management.

The upcoming Rodeo event to be held on 1 January 2023 can be held in accordance with the holding over conditions of its current licence. Holding over clauses are standard in Crown land lease templates,

https://reservemanager.crownland.nsw.gov.au/_data/assets/word_doc/0008/1156778/Council-Crown-land-manager-licence-template-Sept-2018-2.docx

PSR22/059 LICENCE FOR MORUYA RODEO - MORUYA SHOWGROUND

S023-T00017
LAND ID: 34400

Council has received an application to renew the Licence to Moruya Rodeo for a five-year period. As the licence proposed is for a five-year period public notification will be undertaken.

At the same time, Council has received comments from members of the community and a Sydney based NSW animal rights organisation objecting to the event or elements of it and requesting a copy of the existing licence. A redacted copy of the existing licence is being provided to these correspondents and is also attached here. In addition, the correspondents have been notified of this meeting.

All correspondents will be written to again as part of the public notification of the proposed 5 year licence. A further Council report will be required to consider any submissions.

Council has also received a petition which requests that *“Council take whatever actions necessary to ensure compliance with the (Prevention of Cruelty to Animals) Act”* and further suggests that Council intervene to remove certain events from the Rodeo.

CONSIDERATIONS

The licence area is shown in the sketch below.



Lot 1 DP 1141031 Crown Reserve 580020 – Moruya Showground

Legal

The NSW Department of Primary Industries has a Code of Practice for animals used in rodeo events which can be found at [NSW Code of Practice for animals used in rodeo events](#).

The current licence has compliance with all legislation as a key condition. Whilst the 2023 event would be held under the current licence terms, it is proposed to add compliance with this code to any future licence and to write to the Rodeo about compliance with the Code.

PSR22/059 LICENCE FOR MORUYA RODEO - MORUYA SHOWGROUND

**S023-T00017
LAND ID: 34400**

Licence of 2017:

When the licence was first issued in 2017 public notification would not have been required however the *Crown Land Management Act 2016* commenced on 1 July 2018 and Council now regulates Crown land use as Crown Land Manager as if the land is community land under the *Local Government Act 1993* as per s3.21 of the [Crown Land Management Act 2016 No 58 - NSW Legislation](#)

Future Events for license for five-years:

Council can only issue a licence for a period of up to five years for public reserves classified as community land and Crown reserves for which Council is Crown Land Manager, after giving public notice and considering any submissions in accordance with Section 47A of the *Local Government Act 1993*.

www.legislation.nsw.gov.au/#/view/act/1993/30/chap6/part2/div2/sec47a

Policy

In line with the provisions of Council's Code of Practice - *Licencing of Council controlled Public Reserves and Associated Buildings*, an Expression of Interest (EOI) was called from 23 February to 3 May 2022 for parties interested in seeking a licence for periods up to five years to use any Council owned or controlled public reserves. No other party expressed an interest in using the reserve during the same period.

EOI's are called each year for parties interested in utilised Council owned or managed reserves. www.esc.nsw.gov.au/inside-council/council/council-policies/codes/Licencing-of-council-controlled-public-reserves-and-associated-buildings-code-of-practice.pdf

Asset

A condition of the licence includes the Licensee being responsible for maintaining the reserve in a satisfactory condition.

Social Impact

The Moruya Rodeo provides an attraction and activity for local residents as well as tourists to the area.

Economic Development Employment Potential

The Moruya Rodeo is an event which encourages expenditure from tourists in the peak season.

Financial

A licence fee in accordance with Council's adopted fees and charges to conduct a rodeo at the Moruya Showground will apply.

Community and Stakeholder Engagement

Council's Plan of Management for the Showground reserve was adopted following community consultation.

The licence to the Rodeo Association is consistent with the purposes of the reserve identified in the Plan of Management which notes: "The showground is an excellent venue for popular regional events such as the Moruya Rodeo and the Eurobodalla District Show."

PSR22/059 LICENCE FOR MORUYA RODEO - MORUYA SHOWGROUND

**S023-T00017
LAND ID: 34400**

Council has received comments from members of the community and a Sydney-based NSW animal rights organisation objecting to the event or elements of it and requesting a copy of the existing licence. A redacted copy of the existing licence is being provided and the correspondents notified of this meeting.

The public notification of the proposal for a 5 year licence renewal will be the opportunity to raise their concerns for consideration by Council.

The correspondents have been informed of this report and will be written to again as part of the public notification.

CONCLUSION

The Rodeo Association has been conducting the Moruya Rodeo on New Year's Day for many years and provides an attraction and activity for local residents as well as tourists to this area.

The upcoming Rodeo event to be held on 1 January 2023 can be held in accordance with the conditions of their current licence.

It is proposed to issue public notice of Council's intent to consider issuing a further 5 year licence.

EUROBODALLA (CENTRAL) RESERVE TRUST

And

RODEO ASSOCIATION OF MORUYA INC

**LICENCE AGREEMENT FOR
OCCUPATION OF LAND TO
CONDUCT THE ANNUAL
MORUYA RODEO**

E07.1568

AGREEMENT dated 12 June 2018

BETWEEN EUROBODALLA (CENTRAL) RESERVE TRUST, a corporation established, constituted and appointed, in terms of Section 92, Crown Lands Act 1989, as Trustee of Reserve D580020 for Public Recreation notified on 2 October 1866, the affairs of which are managed by Eurobodalla Shire Council of Vulcan Street, Moruya in the State of New South Wales (hereinafter called the "Licensor")

AND RODEO ASSOCIATION OF MORUYA INC, C/- 391 South Head Road, Moruya Heads in the State of New South Wales (hereinafter called the "Licensee")

THE PARTIES AGREE AS FOLLOWS.

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

1.1 Authority for grant of Licence

The Licensor warrants that the Premises are Part of a Reserve within the meaning of the CL Act and that the Reserve Trust is empowered pursuant to sections 102 and 103 of the CL Act to Licence the Premises.

1.2 Effect of Instrument

The Licensor and the Licensee expressly acknowledge that no rights or interests are conferred on either Party by the provisions of this instrument unless:

- (a) the Minister has granted consent under Section 102 of the CL Act to the grant of this Licence; or
- (b) the Minister has authorised the grant of this Licence without consent under Section 102A of the CL Act.

2 DEFINITIONS

In this Licence unless the contrary intention appears:

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

Base Annual Rent means:

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

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

CL Act means the Crown Lands Act 1989.

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

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

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

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

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

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

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

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

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

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

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

Licence means this licence including all Schedules and Annexures hereto.

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

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

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

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

Minister means the Minister administering the CL Act.

Party/Parties means the parties to this Licence.

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

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

Regulations means the Crown Lands Regulation 2006.

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

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

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

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

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

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

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

3 CONSTRUCTION

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

3.1.1 Plurals

Words importing the singular include the plural and vice versa.

3.1.2 Gender

Words importing any gender include the other gender.

3.1.3 Persons

A reference to a person includes:

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

3.1.4 Headings

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

3.1.5 Clauses and sub-clauses

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

3.1.6 Time

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

3.1.7 Money

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

3.1.8 Defined Terms

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

3.1.9 Writing

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

3.1.10 Contra Preferentum

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

3.1.11 Statutes

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

3.1.12 Licence

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

3.1.13 Priorities

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

3.2 Warranties and Undertakings

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

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

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

3.3 Further Assurances

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

- (a) Pursuant to clause 7, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

3.4 Relationship of Licensor and Licensee

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

3.5 Time to be of the Essence

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

4 SEVERABILITY

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

5 ESSENTIAL CONDITIONS OF LICENCE

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

6 PERMITTED USE

6.1 Grant of Licence

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

6.2 Permitted Use only

The Licensee shall not:

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

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

6.3 No exclusive possession

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

7 COMMENCEMENT OF LICENCE AND TERM

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

8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

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

8.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor and the Minister.

9 LICENSEE TO YIELD UP

9.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee shall:

- (a) remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.

9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

10 TERMINATION OF LICENCE - S109 TO APPLY

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence shall terminate under section 109 of the CL Act if the Reserve is revoked or that part of the Reserve is revoked that comprises the whole or part of the Premises unless the revocation notification otherwise provides.
- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under Section 109(3) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.
- 10.3 The Licensee expressly acknowledges that as provided by Section 109(5) of the CL Act no compensation is payable in respect of the termination of this Licence by the operation of Section 109 and no compensation shall be payable.

11 TERMINATION OF LICENCE ON DEFAULT

- 11.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
 - (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
 - (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
 - (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
 - (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest the Licensee has under this Licence is taken in execution;
 - (h) if the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.
- 11.2 In the circumstances set out in sub-clause 11.1 the Licensor may end this Licence by:
- (a) notifying the Licensee that it is ending the Licence; or

- (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
- (c) doing both.

11.3 If the Licenser ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licenser to recover arrears of Rent shall not be prejudiced.

11.4 If the Licenser ends this Licence under this clause or the Licence terminates under clause 10, the Licenser may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainment, conversion or negligence. After storing it for at least one month, the Licenser may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

12 ACCEPTANCE OF RENT NOT WAIVER

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

13 HOLDING OVER BY LICENSEE

- (a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee shall be entitled with the consent of the Licenser and the Minister to remain in possession of the Premises on the following terms and conditions:
 - (i) the Licensee shall become a monthly tenant of the Licenser at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
 - (ii) the Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licenser may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
 - (iii) the monthly tenancy created by operation of this clause will be limited to a maximum of 12 consecutive months.
- (b) The Licenser and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.
- (c) The tenancy created by operation of this clause may be determined by the Licenser serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.

- (d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

14 LICENSEE'S RENT AND OUTGOINGS

14.1 Licensee to Pay Rent

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

14.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee shall pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

14.3 Rent and Adjusted Rent

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

14.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with Council's adopted fees and charges for use of the Moruya Showground.
- (b) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 14.5(a) shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.

- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.
- (d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

14.6 Rent Rebate for Charitable or Non Profit Organisations

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;
- (b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent but must exceed the statutory minimum rental applicable to tenures under the CL Act;
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

15 CONTINUING OBLIGATION

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

16 NO REDUCTION IN RENT

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

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

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

17 LICENSEE TO PAY RATES

- 17.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government,

parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.

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

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

18 LICENSEE TO PAY OTHER CHARGES

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

19 LICENSEE TO PAY FOR SERVICES

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

20 LICENSEE TO PAY COST OF WORK

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

21 COSTS PAYABLE BY LICENSEE TO LICENSOR

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

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;

- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

22 COSTS PAYABLE BY LICENSOR

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

23 INTEREST ON OVERDUE MONEYS

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

24 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

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

25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

25.1 Access

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

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

25.2 Entry by the Public

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

25.3 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, the Minister and Eurobodalla Shire Council in its role as the statutory planning authority. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

25.4 Maintenance of Premises and Enclosed Areas

The Licensee shall keep the Premises, and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

25.5 Licensee to erect barricades etc

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

25.6 No residence on Premises

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

25.7 Licensee not to remove material

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

25.8 Licensee not to burn off

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

25.9 Rodents and Vermin

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

26 ADVERTISING

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

27 NOTIFICATION OF ACCIDENT

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

28 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee shall not:

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

29 HAZARDOUS SUBSTANCES

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

30 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensors and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- (c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 30(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

31 ARTEFACTS

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

32 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

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

33 GENERAL REQUIREMENT TO REPAIR

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

34 BREAKAGES

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

35 INDEMNITIES AND INSURANCE

35.1 Indemnity for use of Premises

(a) The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

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

35.2 Indemnity Continues After Expiration of Licence

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

35.3 Exclusion of Consequential Loss

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

36 INSURANCE - PUBLIC RISK

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such

other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

37 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence and noting the interest of the Licensor and the Minister as owner.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

38 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

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

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

39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

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

40 NO LIABILITY FOR FAILURE OF SERVICES

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

41 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

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

42 RELEASE OF LICENSOR FROM LIABILITY

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

43 LICENSOR'S WARRANTIES AND COVENANTS

43.1 Hazardous Chemicals

The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

44 LICENSOR'S POWERS AND FUNCTIONS

44.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may

determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.

- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

45 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

45.1 Proportionate Liability

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

45.2 Licensee to Comply with all Commonwealth and NSW State Laws

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

45.3 Licensee to Comply with Environmental Laws

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

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

45.4 Licensee's Failure to Comply with Statutory Requirements

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

- (a) the Licensee has been found guilty of the breach, and

- (b) the Licensor determines that the breach warrants the termination of the Licence.

46 NOTICES

46.1 Service of Notice on Licensee

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

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

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

46.2 Service of Notice on Licensor

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

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

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

46.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.
- (c) Any notice sent by facsimile machine shall be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

48 NO MORATORIUM

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

49 NO WAIVER

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

50 NO MERGER

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

51 COUNTERPARTS

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

52 CONTACT PERSON

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

53 APPLICABLE LAW

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

54 NO HOLDING OUT

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

55 WHOLE AGREEMENT

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

56 SPECIAL CONDITIONS

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

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensor	Eurobodalla (Central) Reserve Trust
2	2	Licensee	Rodeo Association of Moruya Inc
3	2	Market Rent	\$1,225 inclusive of GST
4	2	Rent Rebate	N/A
5	2	Initial Rent	\$1,225 inclusive of GST
6	2	Due Date	1 December 2017 and each anniversary of this date in each year of the Term of Agreement and any holding over period.
7	14.4	Annual Rental Adjustment	12 months from commencement and annually thereafter
8	14.5	Market Rent Review Date	N/A
9	24	Address for Payment of Rent [OPTIONAL] Electronic Funds Transfer details for payment of rent	Eurobodalla Shire Council PO Box 99 MORUYA NSW 2537 National Australia Bank 61 Vulcan Street Moruya NSW 2537 Eurobodalla Shire Council Account No.: [REDACTED] BSB: [REDACTED]
10	46.1	Licensee's address for Service of Notices	Rodeo Association of Moruya Inc Attention: Secretary Phone: [REDACTED] Facsimile: [REDACTED] Email: [REDACTED]
11	46.2	Licensor's address for Service of Notices	Eurobodalla Shire Council PO Box 99 MORUYA NSW 2537 Attention: Property Officer Phone: 4474 1000 Facsimile: 4474 1234 Email: council@esc.nsw.gov.au
12	36	Public Risk Insurance amount	\$20 Million

13	52	Licensor's Person	Contact	Property Officer
14	52	Licensee's Person	Contact	Secretary
15	6	Permitted Use		Conduct the Moruya Rodeo annually on New Year's Day and including 2 days bump-in bump-out
16	7	Commencement Date		1 December 2017
17	7	Expiry Date		30 November 2022
18	2	Term of Agreement		5 years
19	5	Essential Conditions of Licence		Clauses 6.2, 6.3, 8, 14, 33, 36, 37, 38, 45.2, 45.3, 45.4
20	25.2	Entry by the public		All premises

End of Schedule 1

SCHEDULE 2 – SPECIAL CONDITIONS

1. (a) The Minister administering the Crown Lands Act has the right to revoke the licence at any time in the event of an Aboriginal Land Claim or a claim for Native Title to the licence area being granted.
(b) The Licensee acknowledges and agrees that the Licensee will not be entitled to any compensation costs or damages in respect of the termination of this licence by operation of special condition 1(a) above.
2. The Licensee will pay a bond of \$1,000.00 prior to each event, refundable if the area is left clean and undamaged.
3. The Licensee will pay an Electricity Charge in accordance with Council's adopted fees and charges based on a meter reading before and after the event.
4. The Licensee will pay a Camping Fee in accordance with Council's adopted fees and charges per site per day of the event.
5. The Licensee must obtain and comply with a Development Consent or Complying Development Certificate issued under the Environmental Planning and Assessment Act 1979, unless exempt.
6. The Licensee must obtain and comply with all other approvals, consents and licences required for the Land to be lawfully used for the Event (including, without limitation, the approval of the Australian Performing Rights Association and other relevant bodies to the broadcasting of music and the performance of any musical works).
7. The Licensee must comply with the NSW Food Authority Food Handling Guidelines for Temporary Events.
8. The Licensee must ensure that inspection of amusement devices has been arranged in accordance with the Local Government Act (Section 68) and NSW Work Health and Safety Act and Regulations 2011.
9. The Licensee must ensure that any temporary structures erected on the Land comply with the requirements set out in Part H102 "Temporary Structures" of the Building Code of Australia.
10. The Licensee must only erect and/or place marquees, stalls and other structures on the Land in accordance with a site layout plan approved by the Licensor prior to the event.
11. The Licensee will be responsible for all connections from electricity supply. All electrical installations must comply with AS3000 and AS3002. The Licensee will ensure:
 - (a) all electrical leads have been tested and have a current certification tag;
 - (b) electrical leads do not create trip hazards;
 - (c) electrical outlets are protected by residual current devices, RCDs (safety switch); and

- (d) joints and connections are not accessible to the public or exposed to damp conditions.
12. The Licensee shall ensure that the public toilets are maintained in a reasonable state during the event.
13. The Licensee shall keep the said licensed area and buildings clean and tidy and all papers and other rubbish shall be collected and removed to a Council waste facility.
14. The Licensee shall immediately repair and make good, damage occasioned by the Licensee's use of the licensed area.

SIGNED by the parties on the day and year first above written.

SIGNED for and on behalf of)
EUROBODALLA SHIRE COUNCIL)
in the presence of:)

.....
Witness

(Print Name)

U. MYLE ALLEN

.....
[Redacted Signature]

Catherine Dale
General Manager

SIGNED for and on behalf of **RODEO**)
ASSOCIATION OF MORUYA IN in the)
presence of:)

.....
Witness

(Print Name)

Amber Pollard

.....
[Redacted Signature]

Andrew Mehl
(Print Name)

President
Office Held

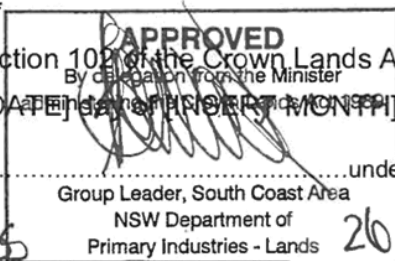
Ministerial Consent*

Under authority of Section 102 of the Crown Lands Act 1989.

Dated this [INSERT DATE] day of [INSERT MONTH] [INSERT YEAR]

SIGNED by under delegation

MARK EDWARDS
 Print Name



GROUP LEADER SOUTH COAST AREA
 Print Position of Delegate

If Ministerial consent is not required under Section 102 of the Crown Lands Act, please attach evidence of authorisation.

***Note on Minister's Consent to a licence (other than a temporary licence)**

Before consenting to a licence by a reserve trust, the delegated departmental officer should consider whether the proposed licence:

- ☐ conforms with the Lands template as appropriate in the circumstances
- ☐ purpose is compatible with the reserve purpose
- ☐ is in the public interest
- ☐ is compatible with the plan of management (if applicable)
- ☐ is for an appropriate term
- ☐ was or is proposed to be selected by public competition or, if not, the circumstances relating to the selection of the proposed licensee
- ☐ proposed rent represents a proper return to the public for the use of the public land
- ☐ contains provisions for the periodic updating or review of the rent
- ☐ has no native title impacts
- ☐ contains clauses relating to:
 - o the termination of the licence in the event of a revocation of the reserve
 - o the indemnification of the Reserve Trust, the Crown and the NSW Government against claims for compensation
 - o appropriate insurance provisions.

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE EUROBODALLA (CENTRAL) RESERVE TRUST AND RODEO ASSOCIATION OF MORUYA INC. IN ACCORDANCE WITH THE PROVISIONS OF CL ACT FOR THE PERMITTED USE OF CONDUCTING AN ANNUAL RODEO THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

Descriptions of Land

Parish	Moruya Town
County	
Locality	Moruya
Deposited Plan	Lot 1 DP 1141031
Commencement Date	1 December 2017
Expiry Date	30 November 2022
Initial Rent	\$1,225 inclusive of GST
Plan	Plan attached and marked as "A"
Third Party Exclusive Area	
Enclosed Area	

PLAN A



Lot 1 DP 1141031 Crown Dedication 580020 – Moruya Showground

PSR22/060 ENDORSEMENT OF ALCOHOL FREE ZONES

S024-T00014

Responsible Officer: Lindsay Usher - Director, Planning and Sustainability Services

Attachments: 1. Confidential - Police Submission
2. Alcohol free zones in Eurobodalla

Community Goal: 2 Our community that welcomes, celebrates, and supports everyone

Community Strategy: 2.4 Foster a safe community

Delivery Program Link: 2.4.2 Deliver legislated health protection and regulatory programs

Operational Plan Link: 2.4.2.4 Monitor, inspect and respond to issues in relation to public safety

EXECUTIVE SUMMARY

The purpose of this report is to seek Council's endorsement, following the period of public exhibition from 11 October to 10 November 2022, for the continuation of existing alcohol free zones within Eurobodalla.

Under Section 644 of the *Local Government Act 1993* (Act), alcohol free zones apply to public road related (eg roads, footpaths, carparks) areas. Once these zones are established, the consumption of alcohol is prohibited in these locations for a period of four years, 24 hours a day. These zones (see attached) will expire on 6 December 2022. The affected locations are signposted and the timeframe of the four year term whereby consumption of alcohol is prohibited in the area, is affixed to the signs by way of a sticker.

In accordance with Section 644 of the Act, the review of the existing zones was publicly exhibited and liaison occurred with the Police, managers/secretaries of registered clubs and licensed premises in or adjacent to the affected areas and Local Aboriginal Lands Councils, and feedback was sought. A copy of the alcohol free zones is attached.

During the exhibition period, one submission was received (NSW Police) which concurred with the continuation of the existing zones (refer Confidential Attachment).

This report recommends endorsement for the continuation of the existing alcohol free zones in the Eurobodalla.

RECOMMENDATION

THAT in accordance with Section 644 of the *Local Government Act 1993*, Council endorse the proposed and continuation of existing alcohol free zones within Eurobodalla.

BACKGROUND

The implementation of alcohol restrictions in Eurobodalla, enables the Police to enforce appropriate action, if required, for community safety and welfare.

Under Section 644 of the Act, once an alcohol free zone is established it remains in place 24 hours a day for a four year term. Council's alcohol free zones are due to expire on 6 December 2022, therefore a review of zones was required. This review entailed public exhibition and liaison with the Police, managers/secretaries of registered clubs, owners/managers of licensed

PSR22/060 ENDORSEMENT OF ALCOHOL FREE ZONES

**S024-
T00014**

premises and Local Aboriginal Lands Councils within or adjacent to the affected areas, seeking feedback as to the zones and their renewal.

At the Ordinary Meeting of Council on 11 October 2022 (Min No: 22/274) the following recommendation was endorsed:

THAT:

- 1. In accordance with Section 644 of the Local Government Act 1993, Council endorse consultation with the community, Local Aboriginal Lands Councils, liquor licensees/secretaries of registered clubs in the immediate area of the zone and the Police in regard to the implementation and renewal of alcohol restricted zones and reserves within Eurobodalla Shire.*
- 2. Following receipt of submissions, a report be prepared for Council seeking determination for the implementation and renewal of alcohol restricted zones and reserves within Eurobodalla Shire.*

Public exhibition was conducted from 11 October until 10 November 2022 and during this time one submission in support of continuation of the current alcohol free zones (NSW Police) was received (Confidential attachment).

Eurobodalla also has alcohol restrictions on a number of public reserves across our Shire implemented in accordance with Section 632 of the Act. Council is guided by requests from the Police to establish these restrictions based on Crime Statistics associated with antisocial behaviour on the reserve. Restrictions on reserves are imposed at the discretion of Council in liaison with the Police, there is no legal requirement to publicly advertise these restricted areas nor is there an expiry date. No changes are proposed to existing restrictions on public reserves

CONSIDERATIONS

Legal

In accordance with Section 644 of the *Local Government Act 1993* (Act), an alcohol free zone may only be established to include a public road, footpath or public carpark. Once established, the restrictions apply for a period of four years, 24 hours a day.

Prior to the four-year term expiring, a council must decide whether to renew or cease or modify continuation of the alcohol free zones. Public consultation must be undertaken whereby a council must advertise the proposal in the local media seeking feedback within 30 days from the date of publication. A council must also send a copy of the proposal to Local Aboriginal Lands Councils; liquor licensees/secretaries of registered clubs adjacent and adjoin the proposed zones and the Police, inviting them to make a submission within 30 days from date of the letter.

Asset

The established alcohol free zones in Eurobodalla are already signposted however the date of commencement and cessation would need to be updated. It is Council's practice to change the dates of the four-year term by way of a sticker which shows the timeframe to which the restrictions apply.

PSR22/060 ENDORSEMENT OF ALCOHOL FREE ZONES

**S024-
T00014**

Social Impact

The implementation of alcohol restrictions in Eurobodalla, enables the Police to enforce appropriate action if required, for community safety and welfare.

Financial

The established alcohol free zones in Eurobodalla are already signposted. The costs to Council relate to replacement of damaged or missing signs if required, stickers to update the dates on the existing signs and staff resources for placement of same.

A one-off budget variation will be made in the quarterly budget review for the provision of stickers, replacement signage if the cost cannot be met in the existing maintenance budget.

Community and Stakeholder Engagement

In accordance with Section 644 of the *Local Government Act 1993*, a council must undertake public consultation which involves advertising a notice of the proposals in the local newspaper seeking comment within 30 days from the date of publication.

A copy of the proposal must also be provided to the Local Aboriginal Lands Councils, liquor licensees/secretaries of registered clubs in the immediate area of the zones and also the Police, inviting representations or objections within 30 days from the date of the letter.

Only one submission was received during the exhibition period.

CONCLUSION

In accordance with Section 644 of the *Local Government Act 1993*, it is recommended that Council endorse continuation of the existing alcohol free zones in Eurobodalla Shire.

ALCOHOL FREE ZONES IN EUROBODALLA DUE FOR RENEWAL		
	LOCATION	SUBURB
Zone	Clyde St nth of Vesper St, west of the Bridge and fronting Clyde River between Cooida Retirement Units & property owned by the NSW Fisheries Dept	Batemans Bay
Zone	Clyde St nth of Vesper St west of the bridge & fronting Clyde river between property owned by the NSW Fisheries Dept and the Lions Park	Batemans Bay
Zone	Clyde Street from North Street to Bridge including carpark	Batemans Bay
Zone	Orient Street from Museum Place to North St	Batemans Bay
Zone	Museum Place	Batemans Bay
Zone	Flora Crescent	Batemans Bay
Zone	Vesper, Perry, North Sts & Beach Rd, Batemans Bay surrounding Batemans Bay Village Centre - this area be extended to include the carpark along Perry Street	Batemans Bay
Zone	Perry Street Carpark	Batemans Bay
Zone	Heath Street from Grant Street to the Broulee Surf Club reserve and Grant Street from the intersection of Heath Street, Coronation Drive Broulee	Broulee
Zone	Kuppa Avenue Malua Bay from GB Drive/Beach Road east to the beach reserve.	Malua Bay
Zone	Evans St from Panorama Pde in the south then north to Albert Street	Moruya
Zone	Albert Street from the intersection of Evans St to the west then to Otton St to the east	Moruya
Zone	Northern end of Ford St on Public Wharf	Moruya
Zone	Princes Hwy from Toose St to Campbell St	Moruya
Zone	Shore Street from Vulcan St to Ford St	Moruya
Zone	Queen Street from Ford St to Page St	Moruya
Zone	Laneway to west side of Woolworths	Moruya
Zone	Church Street from Page Street to Ford Street	Moruya
Zone	Public carparks between Shore, Church and Queen Streets incl Woolworths carpark	Moruya
Zone	Princes Hwy from Narooma Bridge to Clark St	Narooma
Zone	Carpark area adjacent to the Narooma Cinema	Narooma
Zone	Willcock Avenue and Princes Highway fronting Narooma Plaza	Narooma
Zone	Princes Hwy from Narooma Bridge to Clark St	Narooma
Zone	Carpark area adjacent to the Narooma Cinema	Narooma
Zone	Willcock Avenue and Princes Highway fronting Narooma Plaza	Narooma
Zone	Evans Rd fronting the Tuross Shops to the West	Tuross Hd
Zone	Tuross Boulevard backing onto the tuross Shops to the east	Tuross Hd

IR22/028 LOCAL TRAFFIC COMMITTEE NO 3 FOR 2022-23

S030-T00018

Responsible Officer: Tony Swallow - Acting Director Infrastructure Services

Attachments: 1. Under Separate Cover - Draft Transport Network Plan - Southern Area of Eurobodalla

Outcome: 7 Connected and Accessible Places

Focus Area: 7.1 Work in partnership to provide an integrated transport network

Delivery Program Link: 7.1.2 Provide a safe efficient and integrated transport network

Operational Plan Link: 7.1.2.4 Coordinate the Local Traffic Committee

EXECUTIVE SUMMARY

The Local Traffic Committee is primarily a technical review committee. It advises Council on traffic control matters that relate to prescribed traffic control devices or traffic control facilities for which Council has delegated authority.

The minutes of the Eurobodalla Local Traffic Committee meeting are included in this report. The main issues covered at the Eurobodalla Local Traffic Committee meeting, held 6 October 2022, are as follows:

- Signage – No Stopping in Herarde Street, Batemans Bay
- Signage and Line Marking – Saltwater Drive subdivisions, West Rosedale
- Transport Network Plan – Southern Area of Eurobodalla
- Eurobodalla Local Government Road Safety Program Funding 2021-22.

RECOMMENDATION

THAT:

1. The minutes of the Eurobodalla Local Traffic Committee Meeting No 3 for 2022-23 be received and noted.
2. Plan ISC00037-21-SK010 detailing 'No Stopping Emergency Vehicles Excepted' signage adjacent to emergency firefighting facilities in Herarde Street, Batemans Bay be approved.
3. That signage and linemarking Plan Rygate & West U12380 Set F Sheets 1 & 2 dated 21/09/2022 and Plan Conway Burrows & Hancock 10683-1S Sheets 1 to 3 dated 2/06/2022, Rosedale be approved.
4. The Transport Network Plan – Southern Area of Eurobodalla be endorsed.
5. The action of staff in accepting the offer of funding for \$63,450 ex GST under the Local Government Road Safety Program 2022-2023 be endorsed subject to the terms and conditions outlined in the Local Government Road Safety funding agreement.

IR22/028 LOCAL TRAFFIC COMMITTEE NO 3 FOR 2022-23

S030-T00018

BACKGROUND

The Eurobodalla Local Traffic Committee Meeting No 3 for 2022-23 was held on 6 October 2022. The meeting was attended by Councillor Amber Schutz (Chair), Acting Sergeant Kieren Bryant (NSW Police), Emma Pietruska (Transport for NSW), Dave Hunter (Traffic Coordinator) and Thomas Franzen (Manager Technical Services).

APOLOGIES

Kate McDougall (Road Safety Officer)

DEPUTATIONS

Nil.

MINUTES OF PREVIOUS MEETING

The minutes of the Eurobodalla Local Traffic Committee Meeting No 2 for 2022-23 held on 8 September 2022 were confirmed and accepted.

OUTSTANDING ITEMS FROM PREVIOUS MEETING

Nil

ROAD TRANSPORT (SAFETY AND TRAFFIC MANAGEMENT) ACT FOR DETERMINATION

2023.RT.008 Signage – No Stopping in Herarde Street, Batemans Bay

The Ohana Apartment development at the corner of Beach Road and Herarde Street, Batemans Bay has been recently completed.

Fire and Rescue NSW (FRNSW) has requested parking restriction be installed adjacent to the emergency firefighting facilities located within the building allotment so that in the event of a fire FRNSW will have direct access.

FRNSW are concerned that in the event of a fire they would have to park across the driveway potentially restricting egress by residents.

Installing a No Stopping zone adjacent to emergency fire facilities in Herarde Street will keep the area clear during fire emergency situations.

Plan ISC00037-21-SK010 detailing a No Stopping zone adjacent to emergency firefighting facilities in Herarde Street, Batemans Bay was reviewed by the Committee.

The Committee agreed that 'Emergency Vehicles Excepted' shall be added to the 'No Stopping' text on the signs. This will cater for rare occasions such as when fire or evacuations take place when emergency vehicles to park in this zone.

LTC Recommendation:

That Plan ISC00037-21-SK010 detailing 'No Stopping Emergency Vehicles Excepted' signage adjacent to emergency firefighting facilities in Herarde Street, Batemans Bay be approved.

IR22/028 LOCAL TRAFFIC COMMITTEE NO 3 FOR 2022-23

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2023.RT.009 Signage and Line Marking – Saltwater Drive subdivisions, West Rosedale

Subdivisions are being constructed on the western side of George Bass Drive which includes a collector road that will eventually service approximately 500 lots.

This collector road with a proposed name of Saltwater Drive starts at the existing intersection of George Bass Drive and Rosedale Parade. The new road heads west from the intersection for a total length of 1100 metres.

There are 4 sets of signage and line marking plans over this area that require approval from the Committee. There are 2 developers constructing this urban system with both contributing toward the cost of a roundabout at the intersection of George Bass Drive.

Plans already approved by the Committee on 7 July 2022 are:

- Roundabout at the intersection of George Bass Drive, Rosedale Parade and Saltwater Drive LTC ref 2023.RT.001
- Saltwater Drive and associated side roads, from George Bass Drive heading west for approximately 450 metres – Ch00 to Ch450 from George Bass Drive. LTC reference 2023.RT.002

Plans presented at this meeting:

- Saltwater Drive, Plan Rygate & West U12380 Set F Sheets 1 & 2 dated 21/09/2022. Ch450 to Ch700.
- Saltwater Drive and associated side roads, Plan Conway Burrows & Hancock 10683-1S Sheets 1 to 3 dated 2/06/2022. Ch700 to Ch1100.

These plans were reviewed by the Committee.

These subdivision road layout plans were approved by Council including that the Saltwater Drive collector road is to be 9.5 metres wide with upright kerb. For most of the length of this collector road (from Ch700 to Ch1100) there are new urban lots on both sides.

To allow safe and efficient vehicular travel, the 9.5 metre wide collector road will have a double barrier centerline that is offset in some sections, allowing parking on only 1 side.

Pedestrian refuge islands will be installed at 2 locations and a centre ‘football’ island at 1 location. This will encourage drivers to slow down.

Bus bays and associated bus zones will be installed at 2 locations.

Recommendation:

That signage and line marking Plan Rygate & West U12380 Set F Sheets 1 & 2 dated 21/09/2022 and Plan Conway Burrows & Hancock 10683-1S Sheets 1 to 3 dated 2/06/2022, Rosedale be approved.

INFORMAL ITEMS FOR DISCUSSION

2023.SE.003 Special Event Application – Crank it Up Rock and Roll, Batemans Bay

A special event application that includes Traffic Management and Control Plan documentation has been received for the Crank it Up Rock and Roll Event to be conducted in the Batemans Bay

IR22/028 LOCAL TRAFFIC COMMITTEE NO 3 FOR 2022-23

S030-T00018

CBD. Traffic management will be in place on Saturday 19 November 2022 in Clyde Street and Orient Street.

Crank it Up is a three day rock n roll event to be conducted between Friday 18 November and Sunday 20 November 2022. It will be held in the Batemans Bay CBD and presented by Batemans Bay Rock n Rollers in partnership with the Batemans Bay Soldiers Club.

Various activities are proposed including unique food experiences, eight bands and custom car showings.

The part of the event that requires traffic management is only on Saturday 19 November on Clyde Street (adjoining the foreshore park), North Street (temporary bus stop only) and Orient Street (custom car parking).

On the Saturday, traffic management will commence at 9am and finish at 5pm. Clyde Street will be closed between Bridge Plaza truck exit driveway (opposite the T Wharf) through to North Street intersection.

Bridge Plaza delivery vehicles / trucks will drive in and out of that site as normal and will be then directed through the Clyde Street road closure by traffic controllers under a 10km/h temporary speed zone. Additionally, drivers requiring access to Clyde Street west will be directed through Bridge Plaza by signage and will also be directed through the Clyde Street road closure by traffic controllers under a 10km/h temporary speed zone.

Custom cars will be parked along Orient Street, from North Street through to Breach Road and will require an exemption to overstay the signed 1 hour parking.

Extensive consultation has been undertaken by the event organisers, including discussion with all shopfront businesses in the area in 2021 (refer consultation map). Over the past month, additional consultation has occurred, informing businesses to the new date for the event and particularly targeting new businesses that may have not been consulted in 2021.

This event was approved by the Committee at the June 2021 meeting and again at the February 2022 meeting. Due to COVID-19, it has twice been postponed.

The Traffic Management and Control Plans were reviewed by the Committee.

The Committee discussed community engagement and noted that in addition to the extensive engagement in 2021, the applicant undertook additional engagement in October 2022 including discussions with new businesses north west of the bridge who provided positive feedback. In addition, the Batemans Bay Business Chamber reiterated their support.

The Committee noted that the Traffic Control Plan indicates being operational between 10 and 12 September 2021. The Traffic Coordinator relayed that the applicant said they will arrange an updated plan prior to the event as they were awaiting the Committee's feedback. It was agreed this updated Traffic Control Plan must be submitted to Council's Traffic Coordinator at least 14 days prior to the event taking place.

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Recommendation:

That the Crank it Up Rock and Roll Event, to be conducted in the Batemans Bay CBD on Saturday 19 November 2022 on Clyde Street and Orient Street based on the submitted Traffic Management and Control Plans be approved.

2023.IN.001 Transport Network Plan – Southern Area of Eurobodalla

Last year Council developed and presented the Northern Area Transport Network Plan (NATNP) to the Local Traffic Committee at the October 2021 meeting. This plan was prepared following the substantial growth occurring and planned in the North of the Shire with new development, increasing density and an increasing population (permanent and visitors). The NATP focussed on the major growth corridor between Batemans Bay and Moruya plus Cullendulla Drive (servicing Long Beach and Maloneys Beach) and Durras Drive (servicing South Durras) in the north of Eurobodalla. The Committee recommended the NATNP for endorsement with the understanding that Council would prepare a similar document for the major routes in the south of Eurobodalla and present this to the Committee in 2022.

A similar document has now been developed for the Southern Area of Eurobodalla, known as the Southern Area Transport Network Plan (SATNP) and a presentation was provided to the Local Traffic Committee on the draft SATNP.

Council has developed the Southern Area Transport Network Plan (SATNP) that sets out our vision for the major transport network in the Southern Area the Eurobodalla Shire over the next 10-20 years.

The plan focuses on the key transport routes within southern area of Eurobodalla under Council's control and will ensure that our transport network is safe, resilient, efficient, accessible, and connected that will continue to serve our community well into the future. Resilience of the road network is paramount as experienced during the 2019-20 Black Summer bushfires. These key roads need to be constantly maintained and upgraded to ensure the wider community is kept safe at all times.

The SATNP will help ensure that our transport network provides for the efficient and effective movement of people and goods, and will activate and support our growing permanent and visitor population and economy.

The SATNP builds on the previous studies and is consistent with Council's adopted Community Strategy Plan, Delivery Program, Operational Plan and Local Planning Statement. The plan delivers on the actions outlined in the adopted Eurobodalla Road Safety Plan 2019-22. This plan has been developed on a network and whole of route basis and sets out the major actions (works) and strategies across the southern area of the Eurobodalla for the next 10-20 years on all major transport routes.

The SATNP focusses on the major regional, distributor and other key road network links servicing the coastal towns and villages within the southern area of Eurobodalla from Moruya Bridge in the north to Bermagui Road in the south. It also includes road network links to the west. The routes covered under this southern plan include:

- i) South Head Road (Princes Highway to Headland Grove)
- ii) Bingie Road (Princes Highway to Mullimburra Road)

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- iii) Hector McWilliam Drive
- iv) Potato Point Road
- v) Eurobodalla Road/Nerrigundah Mountain Road
- vi) Mort Avenue/Noble Parade/Amhurst Street/Dalmeny Drive
- vii) Mystery Bay Road
- viii) Bermagui Road
- ix) Araluen Road.

Growth areas currently being planned with new subdivision development are around the south and west sides of Moruya (existing urban zone) and the west side of Dalmeny (urban expansion and in the process of developing a Development Control Plan).

Moruya is undergoing significant changes with a new Regional Hospital being built on the southeast side of town and a bypass being planned close to town on the east side.

Dalmeny will also experience significant change with the development of the Dalmeny Land Release Area. The SATNP will direct the overarching goals for the transport network including linking existing roads with practical and safe intersection treatments and consideration of the road hierarchy including a major roundabout at Mort Avenue which is a regional road. It also considers how further growth to tackle the issue of housing affordability will impact our road network and treatments that will need to be implemented to cater for these changes.

Having connected and accessible places requires an integrated accessible transport network that grows to ensure that our social and economic needs are met now and into the future.

The SATNP sets out the improvements that will be required to achieve those outcomes. This includes the necessary road upgrades with tailored solutions to differing environments depending on whether these are urban or more rural. The solutions recommended will provide vastly improved pedestrian environments in and around town hubs whilst keeping controlled access arrangements on major routes to ensure the safe and efficient movement of large numbers of vehicles.

The plan will be utilised to support grant applications for funding to deliver key works along these routes.

The SATNP network plan cross references the adopted Eurobodalla Pathways Strategy. It does not seek to replace nor duplicate that strategy. Where appropriate the network plan highlights key elements of the pathways strategy to show the interrelationship with key elements of the network plan and current works.

The SATNP supports the continuous improvement of bus facilities along the routes to support and grow public transport. Detailed planning of all road upgrade projects will incorporate consideration of these elements.

The planning for matters such as CBD parking and electric vehicle charging stations will be assessed in other actions plans and will run in parallel with this SATNP.

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The intent is to continue to pursue works that progressively deliver against the strategic purpose of each route within the transport network, looking at both the current and future need.

The Committee commended the Divisional Manager Technical Services and his team on the quality and content of this important strategic document that will provide guidance on transport in the southern area of the Eurobodalla and beyond, acknowledging the emphasis on providing safe, resilient and accessible roads into the future.

Recommendation:

That the Transport Network Plan – Southern Area of Eurobodalla Shire be endorsed.

2023.IN.002 Funding Offer – Local Government Road Safety Officer Program 2022-2023

The Local Government Road Safety Program is a partnership between Transport for NSW and participating local councils in NSW. The program provides up to 50 per cent funding contribution toward the salary of a Road Safety Officer (RSO) and provides funding for local road safety projects.

Each financial year the Road Safety Officer applies for funding based on NSW state-wide and local road safety initiatives and campaigns. The focus of these road safety projects is primarily educational and aimed at behavioural change.

Council lodged applications for funding through Transport for NSW under the Local Government Road Safety Program.

Transport for NSW advised Council of our success in securing \$19,430 to fund road safety projects and \$44,020 for program management under the Local Government Road Safety Program. All programs must adhere to the Roads and Maritime Services Local Government Program's Road Safety Project Funding Guidelines May 2022 Version 2.0, and subsequent versions, and be in accordance with the Local Government Road Safety Program Performance Funding Agreement between Council and Transport for New South Wales.

Details of funded projects:

1. Motorcycle Project – Jump On Your Bike - \$3,880.00

In the current Road Safety Strategic Plan 2019-2022, motorcycles riders are identified as vulnerable road users with unique safety needs. Between January 2011 and December 2016 there were 84 motorcycle crashes resulting in 89 casualties.

The Eurobodalla is currently an undeclared area in attaining the pre-learner driving test and pre-provisional driving test. Meaning that learner motorcycle riders do not have to complete a driving component prior to attaining their motorcycle licence. This project offers a riding experience to riders who are new and novice riders and for riders who are returning, over two days based on the riders' experience. One half day if offered to beginners and a full day to intermediate and returning riders. As part of the training there will be information distributed about riding and tips to survive including the Ride to Live campaign and MotoCAP ratings for riding gear. Learning to ride a motorcycle properly on public roads is a complex skill. Small, detailed changes on how you think, how you operate a motorcycle and even where

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you position yourself on the road can be the difference between enjoying your ride or not and reducing your vulnerability.

Stay Upright Queanbeyan will be engaged to help enhance the new rider progress their riding skills and ability in November 2022.

2. Kings Highway Road Safety Partnership - \$9,650.00

The Kings Highway Road Safety Partnership is a partnership of multi-jurisdictional, multi-agencies operating since 2007. Partners include Eurobodalla Shire Council, Shoalhaven City Council, Queanbeyan –Palerang Regional Council, NSW Policing, ACT Policing, Transport for NSW and ACT Government. The Road Safety Officer from Eurobodalla Shire Council coordinates this partnership.

The aim of this partnership is to reduce road trauma both in number and severity on the Kings Highway during peak holiday seasons by coordinating inter-agency education and enforcement strategies.

3. A Metre Matters – cycling \$4,000

The Eurobodalla is a major tourist destination during the summer holidays. Many visitors come to cycle around the Eurobodalla joining the local riders on the road. In addition to the many visitors there is an influx of motor vehicles and drivers. Data from 2016 - 2020 show there have been 21 crashes with pedal cyclists, accounting for 3.4% of all crashes in Eurobodalla. 1 crash resulted in a fatality, another 8 resulted in serious injury.

Council will request Marketing and Campaigns of TfNSW to showcase the Metre Matters signage to be displayed on Southern Region permanent VMS to remind drivers of the 1 March 2016 Go Together laws pertaining to passing cyclists. The dates are flexible with TfNSW but ideally through the summer months of December 2022 and January 2023. Understanding that CRS have many messages that are rotated on their large gantry VMS, ESC is accepting of their support of A Metre Matters during the summer period.

The messages will be:

**KEEP A SAFE DISTANCE WHEN PASSING CYCLISTS
GIVE CYCLISTS AT LEAST 1 METRE WHEN PASSING**

In addition, portable VMS will be located on George Bass Drive, 100kmh zone from 14 December 2022 to 13 February 2023 with a message **KEEP AT LEAST 1.5 METRES FROM CYCLISTS.**

To support the times when cyclists would not be cycling including very late at night and early mornings up to 5am additional road safety messages will be displayed including:

**Don't Trust Your Tired Self
RBT means Plan B**

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Watch out for wildlife
Motorcyclists - Ride To Live.

This cycling project is supported by the Eurobodalla Road Safety Plan 2019-2022.

4. Hold My Hand - \$1,000

Over the summer period the population of Eurobodalla swells to over 90,000 people due to the proximity to the ocean and beaches. The summer of 2022/2023 is projected to be busy given the desire to holiday close to the water. Eurobodalla and surrounds are a prime summer holiday destination for Canberrans due to proximity to Canberra.

Little Blue Dinosaur has based their campaign around increasing awareness of pedestrian safety of young children in foreign environments to what they know. Twenty (20) banners will be displayed on the side of bus shelters across the Eurobodalla, including small coastal holiday towns that swell from a population of 400 to over 3000, to remind adults of the importance of holding a child under the age of 10 by their hand while out and about. The placement on bus shelters will also remind drivers that children are about in holiday time and to take extra care while driving in these areas. To support the banners a social media campaign will be conducted from 1 December 2022 to 30 January 2023 highlighting facts about young children and the need to hold adults' hands near road environments.

There have been seven (7) pedestrian crashes resulting in seven (7) serious injuries and one moderate injury from 2016-2020. This project objective is to remind road users, in particular older pedestrians responsible for young children, to hold their hands close to roads and to remind vehicles' drivers that young children may be present near where they are driving.

5. Drink Drive – Win a Swag \$900.00

The program will target:

- i. patrons at the Batemans Bay Soldiers Club to consider their Plan B over the festive season of December and New Year's Eve. Win a Swag and Plan B material will be displayed at Bay Soldiers Club with the opportunity for patrons to enter a Win a Swag competition stating their Plan B.
- ii. Narooma Oyster Festival, a two-day event with evening festivities, attendees and educate them including them to share their Plan B. Win a Swag and Plan B material will be displayed at the festival along with the TfNSW Breath Test Trailer encouraging patrons of the festival to enter a competition, noting their Plan B for the festival, and have a chance to win one of two double swags worth \$300. At the event the ESC RSO will talk with patrons about their Plan B and have them complete a short survey to go into the draw.

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6. Program Management \$44,020.00

Funding is available from TfNSW to co-fund up to 50 per cent of the salaried cost of an RSO position within Council if the local government area is deemed to be in need of an RSO to address road safety issues. The need is based on a strategic (risk-based) methodology using local road trauma data. Cost of employment is the salary paid to the officer plus on-costs (up to a maximum of 35 per cent). On-costs are provisions for all award leave conditions (including sick leave, maternity/paternity leave, long service leave), payroll tax, superannuation, and workers compensation (where applicable) but not annual leave which is included in the calculation for salary. The TfNSW contribution to on-costs is up to 35 per cent of costs as defined above and agreed between TfNSW and council. The funding contribution from TfNSW is capped at \$64,600 per annum.

The Committee acknowledged the important and significant role that the Road Safety Officer Program plays in reducing deaths and trauma on Council's and the state's road network.

The program of activities is designed to enhance road safety, raise awareness, and reduce road trauma in the community.

Recommendation:

That the action of staff in accepting the offer of funding for \$63,450 ex GST under the Local Government Road Safety Program 2022-2023 be endorsed subject to the terms and conditions outlined in the Local Government Road Safety funding agreement.

GENERAL BUSINESS

The Committee acknowledged that the Traffic Coordinator is retiring soon and thanked Dave for his tireless and professional effort as facilitator of the Local Traffic Committee since 2014.

NEXT MEETING

The next meeting of the Eurobodalla Local Traffic Committee will be held on Thursday 3 November 2022 in Council's Glass Meeting Room and via MS Teams, commencing at 9.30am.

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Responsible Officer: Kathy Arthur - Director Community, Arts and Recreation Services
Attachments: Nil
Community Goal: 2 Our community that welcomes, celebrates, and supports everyone
Community Strategy: 2.4 Foster a safe community
Delivery Program Link: 2.4.5 Continue to support Eurobodalla's natural disaster recovery
Operational Plan Link: 2.4.5.1 Facilitate the grant-funded recovery service for affected communities

EXECUTIVE SUMMARY

Council has been providing a suite of funded Bushfire Recovery Services for the community since 2020. As we approach the third anniversary of the 2019-20 Black Summer bushfires, these programs are coming to an end and plans have been developed to decommission the operations.

The two primary services funded by both the Australian and NSW governments are the Community Recovery Officer (CRO) Program and the Eurobodalla Bushfire Recovery Support Service (BRSS).

A third service funded by Coordinare is the Volunteering for Bushfire Recovery Program.

The purpose of this report is to provide high-level outline for the three programs that are in the final stages and the plans for exiting of the services, whilst ensuring community members have alternative options going forward.

RECOMMENDATION

THAT Council receive and note the report.

BACKGROUND

In January 2020 Council established a Local Government Recovery Committee with membership comprising a range of Australian, State and Local Government representatives with the objectives of:

- Assess damage and needs
- Reconstruct and restore physical infrastructure
- Ensure support for emotional, social, physical and economic wellbeing
- Adapt to a changed natural environment; and
- Build community resilience and capability.

This was the basis for the delivery of a Local Recovery Action Plan to outline the priorities and actions to be implemented. Of these actions the Community Recovery Officer and Bushfire Recovery Service were established by July and August of that year.

Community Recovery Officer Program

The Community Recovery Officer (CRO) program is overseen by Resilience NSW with funding from the NSW and Australian governments. In response to the 2019-20 Black Summer

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bushfires, CRO's were positioned across 22 fire-affected local government areas to support communities through recovery, with the local CRO commencing in July 2020, initially funded for a twelve-month period to July 2021. The CRO program was extended to August 2022 with a further extension recently given until end of March 2023.

Some of the key functions and achievements of the Community Recovery Officer program include:

- Establishing a community resilience network – coordinating the Eurobodalla Health and Wellbeing subcommittee of 25+ key stakeholder organisations and other various agencies working within the recovery space over time.
- Identifying and supporting the needs of residents and the community as they navigate the recovery journey following the 2019/20 Black Summer bushfires – based on information provided by services on the ground and direct feedback from community.
- Providing the community with access to relevant and timely recovery information – Establishing the Bushfire Recovery newsletter; dedicated recovery web page; sandwich boards placed in key locations; radio spots on South East ABC; social media; networks and information sharing.
- Establishing the Volunteering for Bushfire Recovery program with funding from Coordinaire SE NSW Primary Health Network.
- Investigate the role and availability of academics and consultants to assist Council to develop a community led recovery and resilience plan for Eurobodalla and negotiated partnership with Monash University for the implementation of a Bushfire Resilience Program over five years – 'Fire to Flourish'. Other partners include the Paul Ramsay Foundation and the Australian Centre for Social Innovation (TACSI) with sponsorship funding from Metal Manufactures Pty Ltd.
- Updating the Local Recovery Action Plan, incorporating community needs and activities.
- Advocacy and support for charitable organisations including Blazeaid, People Helping People, Connected Communities, Disaster Relief Australia, Habitat for Humanity, Helping Hands and Hearts and Australian Resilience Corps to assist residents with residual needs.
- Collaborating with Vinnies, Catholic Community Services Association, the National Bushfire Recovery Agency and the Bushfire Recovery Support Service to implement the 'Sanitation Project' – providing and installing flat pack bathrooms to bushfire impacted residents.
- Home gardening support – Led by Council and supported by DPI and International Volunteers for Peace, three projects successfully distributed 2000+ free plants to bushfire impacted residents and schools.
- Photos of Hope – Youth engagement and arts project led by Council and supported by Headspace and Campbell Page.
- Collaborated with Red Cross and Eurobodalla Libraries to establish Trauma Teddy Knitting Groups in each of the Eurobodalla's three libraries.

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- Worked with residents of the Deua Valley, the RSS and Community Transport to establish a weekly transport service to residents who have been isolated by land slips blocking the Araluen Road. Approximately \$4,000 was acquired from GIVIT to purchase a community log splitter for ongoing use and management by the Deua Valley community.
- Deliver various community recovery BBQ's and events
- Delivering sessions for the community to increase knowledge, understanding, resilience, social connection, capacity building and preparedness including 'Regenerate sessions' at Bridge Plaza showcasing services available; 'Train Your Brain' sessions with Cheryl Gilroy; Men's Table sessions, Men's Mental Resilience workshops, 'Quest For Life' workshop, 'The Wholesome Collective' cooking workshops; 'Oz Harvest' support; 'Wrap with Love' blanket distribution; Covid Food Hamper distribution; 'Mogo Big Day Out'; Nelligen Community Day; Runnyford Family Day; Narooma Winter Night Markets as highlights.

From January 2020 over 5000 community members attended over 70 community-led recovery events delivered in association with service agencies along with the monthly Eurobodalla Health & Wellbeing sub-committee meetings seeing over 60 participants representing 35 service providers involved.

Bushfire Recovery Support Service

On 3 August 2020, Council opened the Eurobodalla Bushfire Recovery Support Service in the main street of Moruya to provide a central location for fire impacted residents.

Initially funded by the NSW and Australian governments until end December 2021, with two subsequent extensions, the service is on track to conclude by end January 2023.

The service provides tailored individual case management to bushfire impacted residents, based on person-centred and trauma informed care principles. The service also works closely with the Community Recovery Officer and associated programs, informing and encouraging clients to engage with the numerous events and projects as appropriate.

The service does not provide individual support to businesses.

The service offers a single point of contact with a Case Management Officer who provides practical and personal support to help manage recovery needs, access relevant services and assist in decision making. This included:

- Brokering connection to the relevant numerous sections of Council for tailored advice and information; DA Helpdesk, Environmental Services, Employment Revolution
- Referral to relevant service providers; including counselling services, family support, mental health, trauma and housing services
- Referral to and assistance with applications for grants from Red Cross, Salvation Army, other community providers, and the NSW and Australian Government agencies.

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- Referral to and liaison with rural support through NSW Local Land Services and Department of Primary Industries.
- Referral to, advocacy and liaison with specialist Financial and Legal advice (pro bono)
- Liaison and referral to Katungul Bushfire Recovery Officers for Indigenous community members.

At its height during the first 12 months, the service assisted more than 800 households and comprised a team that included ten case management officers. Since 30 June 2022, the service has reduced to 3.5 FTE case management officers that continue to provide case management to approximately 60 clients.

Highlights of the service has included:

- Supporting clients with access to secondary cleanup of properties
- Black Wattle workshops
- Donations brokerage to clients of over 1600 items via GIVIT including 135 mattresses
- Work with Minderoo who supplied 45 pods to assist clients with additional amenity eg water tanks etc.
- In late 2021 The Wollongong Modern Quilt Guild donated over 190 quilts to residents of Eurobodalla who were impacted by bushfires.
- Assisting 19 clients with pop-up bathrooms supplied by Vinnies

The service has prioritised clients that still have ongoing complex matters with rebuild (insurance, DA etc), clean-up and psycho-social issues.

Volunteering for Bushfire Recovery

This program was funded by Co-ordinator Limited - Primary Health Network (PHN) that started in May 2021 with expectation to cease by 30 June 2022. An additional six months of service to 31 December 2022 was added due to COVID.

The program provides opportunities for volunteers to make a difference and contribute to the health and wellbeing of people within their communities who were impacted by the 2019/20 bushfire crisis. This is achieved by matching trained volunteers with participants that assist with social outings, transport to appointments or vocational activities, and in-home visits to socialise and connect.

Outcomes of this service include meaningful connections, improving participant confidence to connect with others and in social situations, increased understanding of services, recovery events and support organisations, capacity building and the development of personal resilience.

The program successfully recruited 20 volunteers to support fire-impacted residents. A comprehensive induction and a range of training programs including, Mental Health First Aid, and art as therapy.

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CONSIDERATIONS

The bushfire support services are now coming to an end and preparations are underway to exit the services.

Exit process for Community Recovery Officer (CRO)

In preparation for CRO role ending the focus is currently on remaining key deliverables:

- Finalise and implement summer activity program including recovery, resilience and preparedness activities for the community, eg. Get Ready Expo in January 2023.
- Maintain partnerships with multi-year funded community bushfire projects including 'Fire to Flourish' - Monash University and 'Blueprint for a Resilient South-East NSW' - Canberra Region Joint Organisation (CRJO) and hand over to relevant council departments.
- Review and prepare a report on the Bushfire Recovery Action Plan.
- Work with community groups and recovery agencies to transition any residual responsibilities or roles of the bushfire services.
- Implement transition plan including final reporting requirements.

Exit process for Bushfire Recovery Support Service (BRSS)

In preparation to cease the service, a "Closing with Care" strategy has commenced. Priority actions include:

- case review identifying client needs and referral to relevant clinical and non-clinical supports and services eg. mental health and counselling services
- implement communications plan to ensure clients, community, Council and service providers have appropriate knowledge of information and resources available ongoing
- finalisation of individual secondary clean-up services by qualified trades to selected clients, based on need thanks to funding from Resilience NSW and generous donations from Rotary
- facilitate the succession planning/consolidation of services workshop key stakeholders 24 November 2022 at Batemans Bay to identify remaining service supports. Information will be collated into a reference guide for residents and the community and provided to all Bushfire Recovery Support clients, uploaded to Council's Community Directory resource and Council website.
- Decommissioning of office and final reporting submitted.

Exit process for Volunteering for Bushfire Recovery program

The temporary nature of the program has been clearly communicated to volunteers and participants since commencement. The transition to end the program is on track with final actions underway:

- Final assessments have been carefully managed between the VDO and Case Management Officers from the BRSS to identify participants who require additional supports.

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- Referrals to appropriate clinical and non-clinical care; including medical practitioners, local service providers, community groups and activities.
- Transitioning volunteers to other Council volunteering avenues e.g. Active Living Team, Y-Drive and Basil Sellers Exhibition Centre. A showcase of these opportunities will be delivered at the end of year celebration.
- End of year celebration for volunteers and participants scheduled on 13 December 2022.
- Survey distributed to volunteers and participants
- Evaluation of the program and final reporting

Post service considerations

Much work is being undertaken to decommission the services and ensure clients aren't left without support, and that the community is informed about the decrease in service and where to access information and other supports. However, there are issues that require consideration after the services have ceased as recovery support will be required for years to come. Some of these issues include:

- Consideration by the NSW government to embed a Community Recovery Officer at Council in conjunction with the Local Emergency Management Officer to continue to coordinate funding, preparedness, activities and service networks.
- Maintaining connections with recovery agencies that remain in the shire
- Potential advocacy for the Eurobodalla to gain the services of a paid SES staff member operating in the Eurobodalla alongside other emergency services
- Continuation of social and cohesion events to further promote resilience and recovery
- Shifting focus to preparedness, community resilience and disaster prevention.

Social Impact

The recent natural disasters have impacted the wellbeing of the whole community. The specialist bushfire services have enabled a focus to remain on the bush fire impacted residents throughout Covid and the floods.

These services were instrumental in assisting complex issues and highly traumatized residents to be managed with care and ultimately navigated to positive outcomes and recovery to this point.

The league of services operating in the shire, particularly around wellbeing, have been coordinated well and, as a result, a point of centralized information has been facilitated.

The services have been able to share, store and provide information for community and support services to ensure as many people achieved the support they needed via access to information and referral.

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By managing these services for the community Council has been able to remain in touch with the most acutely impacted communities and individuals and flex to meet needs and various impacts (eg. Covid) from an informed position.

As the closest level of government to our community we have been able to provide responsive care and support to promote recovery and resilience.

Financial

All projects expect to be fully expended by cessation dates. Any residual funds will need to be returned to the funding bodies as per the funding agreements.

Community and Stakeholder Engagement

We will inform the community through providing information on Council's website; Online News; 'Living in' Eurobodalla residents newsletter; posting on Council's Facebook and Twitter; distributing print brochures, writing to clients, stakeholders, community groups; and distributing a media release.

We are collaborating with the community by seeking advice, ideas, and recommendations from various stakeholders in the emergency management and recovery space to support exit plans and existing clients.

CONCLUSION

The Council-run specialist bushfire services have been an important support in recovery post bushfires since 2020. They have ensured our community has had care and coordination in assisting residents to move forward, rebuild and develop resilience.

Services have been able to connect people and services and take a lead role in supporting the community to recover.

Council will still have a role to play in recovery going forward. As the services wind down, our community will continue to benefit from the legacy of the enduring connections and information created as a result of these services, which have been critical for recovery. Council will need to consider efforts going forward that support the community with resilience and prevention as we move through stages of disaster aftermath.

DEALING WITH MATTERS IN CLOSED SESSION

In accordance with Section 10A(2) of the *Local Government Act 1993*, Council can exclude members of the public from the meeting and go into Closed Session to consider confidential matters, if those matters involve:

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

and Council considers that discussion of the material in open session would be contrary to the public interest.

In accordance with Section 10A(4) of the *Local Government Act 1993* the Chairperson will invite members of the public to make verbal representations to the Council on whether the meeting should be closed to consider confidential matters.

EUROBODALLA SHIRE COUNCIL

ETHICAL DECISION MAKING AND CONFLICTS OF INTEREST

A GUIDING CHECKLIST FOR COUNCILLORS, OFFICERS AND COMMUNITY COMMITTEES

ETHICAL DECISION MAKING

- Is the decision or conduct legal?
- Is it consistent with Government policy, Council's objectives and Code of Conduct?
- What will the outcome be for you, your colleagues, the Council, anyone else?
- Does it raise a conflict of interest?
- Do you stand to gain personally at public expense?
- Can the decision be justified in terms of public interest?
- Would it withstand public scrutiny?

CONFLICT OF INTEREST

A conflict of interest is a clash between private interest and public duty. There are two types of conflict: Pecuniary – regulated by the *Local Government Act* and Department of Local Government; and Non-Pecuniary – regulated by Codes of Conduct and policy, ICAC, Ombudsman, Department of Local Government (advice only).

THE TEST FOR CONFLICT OF INTEREST

- Is it likely I could be influenced by personal interest in carrying out my public duty?
- Would a fair and reasonable person believe I could be so influenced?
- Conflict of interest is closely tied to the layperson's definition of "corruption" – using public office for private gain.
- Important to consider public perceptions of whether you have a conflict of interest.

IDENTIFYING PROBLEMS

- 1st** Do I have private interests affected by a matter I am officially involved in?
- 2nd** Is my official role one of influence or perceived influence over the matter?
- 3rd** Do my private interests conflict with my official role?

Whilst seeking advice is generally useful, the ultimate decision rests with the person concerned.

AGENCY ADVICE

Officers of the following agencies are available during office hours to discuss the obligations placed on Councillors, Officers and Community Committee members by various pieces of legislation, regulation and Codes.

CONTACT	PHONE	EMAIL	WEBSITE
Eurobodalla Shire Council Public Officer	4474-1000	council@esc.nsw.gov.au	www.esc.nsw.gov.au
ICAC	8281 5999	icac@icac.nsw.gov.au	www.icac.nsw.gov.au
Local Government Department	4428 4100	dlg@dlg.nsw.gov.au	www.dlg.nsw.gov.au
NSW Ombudsman	8286 1000 Toll Free 1800 451 524	nswombo@ombo.nsw.gov.au	www.ombo.nsw.gov.au

Reports to Committee are presented generally by 'exception' - that is, only those items that do not comply with legislation or policy, or are the subject of objection, are discussed in a report.

Reports address areas of business risk to assist decision making. Those areas include legal, policy, environment, asset, economic, strategic and financial.

Reports may also include key planning or assessment phrases such as:

- Setback* Council's planning controls establish preferred standards of setback (eg 7.5m front; 1m side and rear);
- Envelope* taking into account the slope of a lot, defines the width and height of a building with preferred standard of 8.5m high;
- Footprint* the percentage of a lot taken up by a building on a site plan.