



# LEETON

## SHIRE COUNCIL

# ORDINARY COUNCIL MEETING

## AGENDA

**27 JULY 2022**  
**7.00PM**

TO BE HELD IN THE  
COUNCIL CHAMBERS  
23-25 CHELMSFORD PLACE  
LEETON NSW 2705

Authorised for release: Jackie Kruger General Manager

**LEETON SHIRE COUNCIL**

**AGENDA**

**ORDINARY COUNCIL MEETING**

**27 July 2022**

**7.00PM**

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1. CIVIC PRAYER
  2. ACKNOWLEDGEMENT OF COUNTRY
  3. APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS
  4. CONFIRMATION OF MINUTES AND ANY MATTERS ARISING
- RECOMMENDATION**
- THAT the Minutes of the Ordinary Council Meeting held on Thursday 23 June 2022, as circulated, be taken as read and CONFIRMED.
- THAT the Minutes of the Extraordinary Council Meeting held on Wednesday 13 July 2022, as circulated, be taken as read and CONFIRMED.
5. DISCLOSURES OF INTERESTS
  6. MAYORAL MINUTES
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    - 2.2 WITHDRAWAL OF 2019 LEETON CITIZEN OF THE YEAR TITLE.....8
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**Council meetings are now video recorded. Members of the public are advised that their voice and/or image may form part of that recording.**

**PUBLIC REPRESENTATION**

**If any member of the public wishes to formally address the Council in relation to a matter in this agenda they are to register to speak for a maximum of three (3) minutes by Tuesday 12 noon preceding the meeting.**

**Contact Angela Stevens – 6953 0911 or email [council@leeton.nsw.gov.au](mailto:council@leeton.nsw.gov.au)**

Councillors' obligations under the Oath or Affirmation of Office are as follows:

**OATH OF OFFICE**

I swear that I will undertake the duties of the office of Councillor in the best interests of the people of Leeton and the Leeton Shire Council and that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the *Local Government Act 1993* or any other Act to the best of my ability and judgment.

**AFFIRMATION OF OFFICE**

I solemnly and sincerely declare and affirm that I will undertake the duties of the office of councillor in the best interests of the people of Leeton Shire and the Leeton Shire Council and that I will faithfully and impartially carry out the functions, powers, authorities and discretions vested in me under the *Local Government Act 1993* or any other Act to the best of my ability and judgment.

## 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?
- Could your possible conflict of interest lead to private gain or loss 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 Division of Local Government and, Non-pecuniary – regulated by Codes of Conduct and policy. ICAC, Ombudsman, Division 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

- 1<sup>st</sup> Do I have private interest affected by a matter I am officially involved in?
- 2<sup>nd</sup> Is my official role one of influence or perceived influence over the matter?
- 3<sup>rd</sup> Do my private interest 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
Leeton Shire Council	6953 0911	<a href="mailto:council@leeton.nsw.gov.au">council@leeton.nsw.gov.au</a>	<a href="http://www.leeton.nsw.gov.au">www.leeton.nsw.gov.au</a>
ICAC	8281 5999 Toll Free 1800 463 909	<a href="mailto:icac@icac.nsw.gov.au">icac@icac.nsw.gov.au</a>	<a href="http://www.icac.nsw.gov.au">www.icac.nsw.gov.au</a>
Office of Local Government	4428 4100	<a href="mailto:olg@olg.nsw.gov.au">olg@olg.nsw.gov.au</a>	<a href="http://www.olg.nsw.gov.au">www.olg.nsw.gov.au</a>
NSW Ombudsman	9286 1000 Toll Free 1800 451 524	<a href="mailto:nswombo@ombo.nsw.gov.au">nswombo@ombo.nsw.gov.au</a>	<a href="http://www.ombo.nsw.gov.au">www.ombo.nsw.gov.au</a>

## MAYORAL REPORTS

### **ITEM 1 ACCOUNTING TREATMENT OF RURAL FIRE SERVICE ('RED FLEET') ASSETS**

**RELATED FILE NUMBER** EF21/429

**RECORD NUMBER** 22/303

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#### SUMMARY/PURPOSE

As Councillors are aware, Leeton Shire Council has for the last 2 years taken a strong position in regards the treatment of Rural Fire Service (RFS) mobile assets known as the 'Red Fleet'. Council does not recognise these assets in our Annual Financial Statements.

This long-standing dispute over the accounting treatment of the Red Fleet has come to a head with the Auditor-General's 2021 Report on Local Government on 22 June 2022. The Audit Report reemphasises the State Government determination that RFS assets are the "property" of councils and must be recorded in councils' financial statements with councils required to therefore absorb all depreciation costs.

The *Audit Office Local Government Report* has reinforced the notion that RFS mobile and other fire-fighting assets can somehow be deemed to be council assets and applies more pressure on councils and the Office of Local Government (OLG) to conform with this determination, even though councils do not have effective management or control of these assets.

Councils across the State and Local Government NSW (LGNSW) refute this determination. Councils do not have any say in the acquisition, deployment, or disposal of these assets. Comparable assets held by Fire & Rescue NSW (FRNSW) and the State Emergency Service (SES) are not vested anywhere other than with the organisations that purchase, use, maintain and dispose of them.

Councils and LGNSW have also raised concerns that the requirement breaches Australian Accounting Standards. The State Government's own *Local Government Accounting Code of Accounting Practice and Financial Reporting* provides for councils to determine whether to record RFS assets on their books as council assets. This position has been confirmed by the Secretary of the Department of Planning and Environment in his letter to the Auditor-General dated 7 June 2022, presented in Appendix 1 on page 47 of the 2021 Local Government Audit Report.

Council notes advice from LGNSW that many councils are refusing to comply with the Auditor General's instructions. Councils remained firm in 2021, resisting pressure to record RFS assets with the majority (68), choosing not to record the RFS mobile assets in accordance with the *Local Government Accounting Code*. This was the same number of councils as in 2020. LGNSW is encouraging councils to continue resisting pressure from the Audit Office and to make their own determinations notwithstanding overtures that ongoing non-compliance with the Auditor General's instructions may result in future qualified financial reports.

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The latest Audit Report has made further impositions on (Council) by:

- recommending Council undertakes a stocktake of RFS assets and records the value in Council's financial statements;
- warning that if Council does not recognise the assets, it will be found non-compliant and will have a high risk finding reported; and
- calling on the NSW Department of Planning and Environment (OLG) to intervene where councils do not recognise rural firefighting equipment.

The Government's blanket determination is not only nonsensical, but also inconsistent with the treatment of the comparable assets of other emergency service agencies such as Fire & Rescue NSW (FRNSW) and the State Emergency Service (SES). There is no rational reason for maintaining this anomaly.

LGNSW has been advocating this position on councils' behalf and has written to the NSW Treasurer the Hon. Matt Kean MP, Minister for Emergency Services, the Hon. Steph Cooke MP, Minister for Local Government the Hon. Wendy Tuckerman MP and the Auditor-General, Ms Margaret Crawford to express the local government sector's strong objection to the NSW Government's determination, applied by the Auditor-General, that RFS assets are the property of councils for accounting purposes and amend the *Rural Fires Act 1997*.

LGNSW has advised it will continue its advocacy efforts on councils' behalf and is asking all affected councils in NSW to consider adopting a resolution advising the Audit Office that Council will not carry out the RFS stocktakes on behalf of the NSW Government and will not record RFS assets on Council's financial statements.

As Mayor I am recommending that we continue to support this campaign and note that it also has the full endorsement of the ARIC Chairman, Mr Graham Bradley.

In closing, so there is no doubt, disagreeing with the NSW Audit Office or NSW Government on the accounting treatment of RFS Assets in no way takes away from Leeton Shire Council's deep appreciation for our local RFS service and the incredible work done by them and many local volunteers. We are simply looking to have a long standing accounting matter sorted once and for all.

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## **RECOMMENDATION**

THAT:

1. Council writes to the local State Member(s) Helen Dalton MP, the Treasurer the Hon Matt Kean MP, Minister for Emergency Services and Resilience the Hon Stephanie Cook MP and the Minister for Local Government Wendy Tuckerman MP:
  - a. Expressing Council's objection to the NSW Government's determination on ownership of Rural Fire Service assets;
  - b. Advising of the impact of the Government's position on Council finances of this accounting treatment, to the extent known;
  - c. Informing that Council will not carry out RFS assets stocktakes on behalf of the NSW Government and will not record RFS assets in Leeton Shire Council's financial statements;

- d. Calling on the NSW Government to take immediate action to permanently clear up inequities and inconsistencies around the accounting treatment of Rural Fire Service (RFS) assets by acknowledging that rural firefighting equipment is vested in, under the control of and the property of the RFS; and
    - e. Amending s119 of the *Rural Fires Act 1997* so that the effect is to make it clear that RFS assets are not the property of councils.
  2. Council writes to the Shadow Treasurer Daniel Mookhey MLC, the Shadow Minister for Emergency Services Jihad Dib MP, the Shadow Minister for Local Government Greg Warren MP, the Greens Spokesperson for Local Government Jamie Parker MP and the leaders of the Shooters, Fishers and Farmers, Animal Justice and One Nation parties Robert Borsak MLC, Emma Hurst MLC and Mark Latham MLC:
    - a. Advising Members of Leeton Shire Council's position, including providing copies of correspondence to NSW Government Ministers; and
    - b. Seeking Members' commitments to support NSW Councils' call to amend the *Rural Fires Act 1997* as set out in correspondence.
  3. Leeton Shire Council) writes to the Auditor General advising that notwithstanding any overtures of future qualified audits, it will not carry out RFS stocktakes on behalf of the NSW Government and will not record RFS assets in Leeton Shire Council's financial statements, noting that the State Government's own Local Government Accounting Code of Practice and Financial Reporting provides for councils to determine whether or not they record the RFS assets as council assets.
  4. Council promotes these messages via its digital and social media channels and via its networks.
  5. Re-affirms its complete support of and commitment to local RFS brigades noting that Leeton Shire Council's action is entirely directed towards the NSW Government's nonsensical position that rather than being owned and controlled by local brigades, RFS assets are somehow controlled by councils, which councils consider to be a cynical financial sleight of hand abdicating the NSW Government's responsibilities at the cost of local communities.
  6. That Leeton Shire Council affirms its support to Local Government NSW (LGNSW) and requests LGNSW continue advocating on Council's behalf to get clarification finally from the State Government about the accounting treatment of RFS assets.
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## **ATTACHMENTS**

There are no attachments for this report.



**ITEM 2 WITHDRAWAL OF 2019 LEETON CITIZEN OF THE YEAR TITLE**

**RELATED FILE NUMBER** EF21/55

**RECORD NUMBER** 22/304

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**SUMMARY/PURPOSE**

The Leeton Citizen of the Year at the 26 January 2019 Australia Day Ceremony, has been criminally convicted and is serving time in jail. Under the circumstances it is recommended that his Citizen of the Year title be revoked.

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**RECOMMENDATION**

THAT Council revokes the 2019 Leeton Citizen of the Year Title from recipient.

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**ATTACHMENTS**

There are no attachments for this report.

## **CORPORATE MATTERS**

### **ITEM 7.1 POLICY REVIEW 2022**

<b>RECORD NUMBER</b>	22/292
<b>RELATED FILE NUMBER</b>	EF20/62
<b>AUTHOR/S</b>	Records Officer
<b>APPROVER/S</b>	Customer Service Coordinator Group Manager Corporate

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## **SUMMARY/PURPOSE**

The purpose of this report is to present several policies to Council for endorsement to be placed on public exhibition for 28 days.

If feedback is received on any of the policies that is material, it will be brought back to Council for consideration prior to adoption. If no feedback is received, the policies will be considered adopted after the exhibition period.

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## **RECOMMENDATION**

THAT Council endorses the following draft policies for public exhibition for 28 days, and, if no feedback is received, the policies will be considered adopted after the exhibition period:

- Councillor Expenses and Facilities Policy
  - Liquid Trade Waste Policy
  - Replacement of Water Meter Policy
  - Private Works Policy
  - Leeton Shire Biosecurity Weed Management Plan
- 

## **REPORT**

### **(a) Background**

Each new Council is required to adopt the full suite of Council policies within 12 months of the Local Government elections.

### **(b) Discussion**

Staff are currently reviewing policies and presenting them to Council in batches for endorsement and subsequent adoption (if there is no feedback from the community requiring the policies to be brought back to Council).

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The current batch of policies includes those listed in the table below:

Draft Policy Title	Comments
Councillor Expenses and Facilities Policy	<ul style="list-style-type: none"><li>• Endorsed by SMT, to Council for endorsement</li></ul>
Liquid Trade Waste Policy	<ul style="list-style-type: none"><li>• Endorsed by SMT. To Council for endorsement</li></ul>
Replacement of Water Meter Policy	<ul style="list-style-type: none"><li>• Endorsed by SMT. To Council for endorsement</li></ul>
Private Works Policy	<ul style="list-style-type: none"><li>• Endorsed by SMT. To Council for endorsement</li></ul>
Leeton Shire Biosecurity Weed Management Plan	<ul style="list-style-type: none"><li>• Endorsed by SMT. To Council for endorsement</li></ul>

It should also be noted that the policies adopted by the previous Council remain current and Councillors, staff, volunteers and contractors must continue to adhere to these policies until they are superseded or made obsolete.

All Council's current policies can be viewed on Council's website under the heading 'About Council/Plans, Policies and Reports'.

### (c) Options

1. THAT Council endorses the above draft policies for public exhibition for 28 days.  
**This is the preferred option.**
2. THAT Council seeks amendments to individual policies prior to endorsement and adoption.

### IMPLICATIONS TO BE ADDRESSED

#### (a) Financial

Nil

#### (b) Policy

Revised policies, once adopted, will supersede previous versions of those policies.

#### (c) Legislative/Statutory

Each new Council must adopt the suite of policies within 12 months of its election.

#### (d) Risk

Not reviewing, updating and adopting policies leaves Council exposed to not having a documented structure or accountability and responsibility obligations in place to operate Council efficiently and effectively.

## **CONSULTATION**

### **(a) External**

All policies, apart from those with mandatory content, will be placed on public exhibition for 28 days. Draft policies for which feedback has been received will be reviewed in line with relevant feedback and returned to Council for consideration and adoption.

If no feedback is received, the policies will be considered adopted after the exhibition period has closed.

### **(b) Internal**

Each of the policies has been reviewed/updated by the relevant subject experts within Council, their supervisors, Governance staff and the Senior Management Team.

## **LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN**

Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.

## **ATTACHMENTS**

- 1** [↓](#) DRAFT - Councillor Expenses and Facilities Policy
- 2** [↓](#) DRAFT - Liquid Trade Waste Policy
- 3** [↓](#) DRAFT - Replacement of Water Meters Policy
- 4** [↓](#) DRAFT - Private Works Policy
- 5** [↓](#) DRAFT - Leeton Shire Biosecurity Weed Management Plan



LEETON  
SHIRE COUNCIL

**DRAFT**  
**COUNCILLOR EXPENSES AND  
FACILITIES POLICY**

July 2022

## DOCUMENT CONTROL

<b>RESPONSIBLE OFFICER:</b>	Governance and Records Officer				
<b>REVIEWED BY:</b>	Executive Manager IPR, Governance and Engagement				
<b>LINK TO CSP/DELIVERY PROGRAM/OPERATIONAL PLAN:</b>	<b>Focus Area 5. STRONG LEADERSHIP AND CIVIC PARTICIPATION –</b> Outcome L5. Our Council operates efficiently and effectively – L5.1 Practice sound financial and resource management.				
<b>DATE ADOPTED:</b>					
<b>ADOPTED BY:</b>	Council				
<b>RESOLUTION NO: (IF RELEVANT):</b>					
<b>FOR PUBLICATION:</b>	<input type="checkbox"/> INTRANET <input type="checkbox"/> COUNCIL WEBSITE <input checked="" type="checkbox"/> BOTH				
<b>REVIEW DUE DATE:</b>	February 2026. <i>Note : Budgeted amounts will be updated annually to reflect the adopted budget.</i>				
<b>REVISION NUMBER:</b>	12				
<b>PREVIOUS VERSIONS</b>	<b>DATE</b>	<b>DESCRIPTION OF AMENDMENTS</b>	<b>AUTHOR/ EDITOR</b>	<b>REVIEW/ SIGN OFF</b>	<b>MINUTE NO (IF RELEVANT)</b>
9	28/11/2012	Unknown			12/333
10	28/8/2013	Unknown			13/193
11	27/8/2014	Unknown			14/214
12	XX/7/2022	Align with OLG suggested template. This policy replaces the former 'Payment of Expenses and Provision of Facilities to Mayor and Councillors Policy'	Gov and Records Officer	Council	

## REVIEW OF THIS DOCUMENT

This document will be reviewed in full every 4 years or as required in the event of legislative changes or operational requirements.

Any major amendments to the document must be made by way of a Council Resolution. Minor amendments such as corrections to spelling, changes to wording for improved clarity, formatting and updates to the Appendixes may be made without approval from the Council.

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## Overview

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to Councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align Councillor expenses and facilities with community expectations.

Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared with regard to the *Local Government Act 1993* (the Act) and Local Government (General) Regulation 2005 (the Regulation), and is generally aligned with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out processes - and in some cases amounts - for specific expenses and facilities.

Expenses not explicitly addressed in this policy will generally not be paid or reimbursed unless so authorised and agreed by the Mayor and General Manager. Such expense payments will also be reported to Council as early as practicable.

The main expenses and facilities are summarised in the table below. Any monetary amounts are exclusive of GST.

Expense or facility / Budget	Maximum amount / Process	Frequency
Corporate Items – name badges and business cards	Two badges per Councillor – supplied  Business cards	Once upon election  As required
Conferences and Seminars  22/23 Budget \$7,452	Reasonable costs with all conference registrations to be made by General Manager or delegated staff.	As required, noting Council's regular attendance at LGNSW, ALGA and MDA Conferences
General Travel Expenses, including Accommodation and Meal Expenses  22/23 Budget \$10,518	Reasonable costs with all bookings to be made by General Manager or delegated staff.	As required, noting Council's regular attendance at LGNSW, ALGA and MDA Conferences
Provision for Accompanying Person  22/23 from Budget above	Will meet cost of accompanying person or partner of Councillor for LGNSW/ALGA/MDA Annual Conference meals and travel, and for Civic Receptions held in Leeton Shire	As required, where budget allows
Professional Development  22/23 Budget \$2,500	Reasonable costs with all course registrations to be made by General Manager or delegated staff.	As required
Technology Provision  1 x iPad per Councillor 1 x iPhone for Mayor	One i-pad per Councillor – supplied  One mobile phone for Mayor, if requested	Per term of office
Carer expenses –	Reasonable costs up to a maximum of \$1 200 per councillor, with application	Per year, as required, and subject to a budget



Expense or facility / Budget	Maximum amount / Process	Frequency
22/23 Budget \$0	to be made to General Manager or delegated staff.	review.
Mayoral Facilities <ul style="list-style-type: none"> <li>- Furnished office</li> <li>- Vehicle with fuel</li> <li>- Mobile phone</li> <li>- Access to EA shared with General Manager</li> <li>- Credit Card</li> </ul>	Supplied, if required, noting vehicle is for official duties only and credit card is for official use only.	Per term  22/23 - Note that Mayor does not require a vehicle or a phone.
Councillor access to facilities for meetings with residents <ul style="list-style-type: none"> <li>- Mayoral Office</li> <li>- Council Chambers</li> </ul>	Meeting rooms may be booked through EA to General Manager and Mayor	As required

Additional costs incurred by a Councillor in excess of these limits are generally considered a personal expense that is the responsibility of the Councillor.

Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

Councillor expenses will be reported in the Annual Report as a whole and in the Annual Financial Statements.

## PART A – Introduction

### 1. Introduction

- 1.1 The purpose of this policy is to clearly state the facilities and support that are available to Councillors to assist them in fulfilling their civic duties as elected representatives.
- 1.2 Expenses and facilities provided by this policy are in addition to fees paid to Councillors. *(The minimum and maximum fees a Council may pay each Councillor are set by the Local Government Remuneration Tribunal as per Section 241 of the Act and reviewed annually. Council must adopt its annual fees within this set range.)*
- 1.3 The General Manager is empowered to question or refuse a request for payment from a Councillor when it does not accord with this policy.

### 2. Policy objectives

- 2.1 The objectives of this policy are to:
  - enable the reasonable and appropriate reimbursement of expenses incurred by Councillors while undertaking their civic duties
  - enable facilities of a reasonable and appropriate standard to be provided to Councillors to support them in undertaking their civic duties
  - ensure accountability and transparency in reimbursement of expenses and provision of facilities to Councillors
  - ensure facilities and expenses provided to Councillors meet community expectations
  - support a diversity of representation
  - fulfil the Council's statutory responsibilities.

### 3. Principles

- 3.1 Council commits to the following principles:
- Proper conduct: Councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions
  - Reasonable expenses: providing for Councillors to be reimbursed for expenses reasonably incurred as part of their role as Councillor
  - Participation and access: enabling people from diverse backgrounds, underrepresented groups, those in carer roles and those with special needs to serve as a Councillor
  - Equity: there must be equitable access to expenses and facilities for all Councillors
  - Appropriate use of resources: providing clear direction on the appropriate use of Council resources in accordance with legal requirements and community expectations
  - Accountability and transparency: clearly stating and reporting on the expenses and facilities provided to Councillors.

### 4. Private or political benefit

- 4.1. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.
- 4.2. Private use of Council equipment and facilities by Councillors may occur from time to time. For example, telephoning home to advise that a Council meeting will run later than expected. Such incidental private use does not require a compensatory payment back to Council.
- 4.3. Councillors should avoid obtaining any greater private benefit from Council than an incidental benefit. Where there are unavoidable circumstances and more substantial private use of Council facilities does occur, Councillors must reimburse the Council.
- 4.4. Campaigns for re-election are considered to be a political benefit. The following are examples of what is considered to be a political interest during a re-election campaign:
- production of election material
  - use of Council resources and equipment for campaigning
  - use of official Council letterhead, publications, websites or services for political benefit
  - fundraising activities of political parties or individuals, including political fundraising events.
- 4.5 For air travel for Council business, Councillors must not accrue points from the airline's frequent flyer program. This is considered a private benefit.

## PART B – Expenses

### 5. General expenses

- 5.1. All expenses provided under this policy will be for a purpose specific to the functions of holding civic office. Allowances for general expenses are not permitted under this policy.
- 5.2. Expenses not explicitly addressed in this policy will generally not be paid or reimbursed unless so authorised by both the Mayor and the General Manager or, failing that, by the elected Council.

## 6. Specific expenses

### General travel arrangements and expenses

- 6.1. All travel by Councillors should be undertaken having regard to the most direct route and the most practicable and economical mode of transport.
- 6.2. Each Councillor on authorised council business outside of Leeton Shire may be reimbursed for reasonable costs, subject to the provision of receipts, including:
  - for public transport fares
  - for the use of a private vehicle or hire car
  - for parking costs for Council and other meetings
  - for tolls
  - for documented ride-share programs, such as Uber, where tax invoices can be issued.
- 6.3. Allowances for the use of a private vehicle will be reimbursed by kilometre at the rate contained in the Local Government (State) Award where a suitable Council vehicle has not been available for use.
- 6.4. Councillors seeking to be reimbursed for use of a private vehicle must keep a log book recording the date, distance and purpose of travel being claimed. Copies of the relevant log book contents must be provided with the claim.

### Interstate, overseas travel expenses

- 6.5. In accordance with Section 4, Council will scrutinise the value and need for Councillors to undertake overseas travel. Councils should avoid interstate, overseas and long distance intrastate trips unless direct and tangible benefits can be established for the Council and the local community. This includes travel to sister and friendship cities.
- 6.6. No travel, accommodation or meal costs will be covered unless the travel has been authorised by Council in advance of any travel via a resolution at a full Council meeting.

### Travel expenses not paid by Council

- 6.7. Council will not pay any traffic or parking fines or administrative charges for road toll accounts.

### Accommodation and meals

- 6.8. Council will reimburse reasonable costs for accommodation and meals while Councillors are undertaking prior approved travel or professional development outside Leeton Shire Council. All accommodation is to be arranged by the General Manager or delegate.
- 6.9. The daily limits for reasonable accommodation and meal expenses vary between metropolitan and regional areas and should generally not exceed \$250 / \$350 per night for regional / city accommodation and \$180 per day for meals.
- 6.10. Daily limits for accommodation and meal expenses outside Australia are to be determined in advance by the General Manager, being mindful of Clause 6.9.
- 6.11. Councillors will not be reimbursed for more than two standard alcoholic beverages per person per day when travelling on Council business.

### Refreshments for Council-related meetings

- 6.12. Appropriate refreshments from readily available and affordable brands will be available for Council meetings, Council committee meetings, Councillor briefings, approved meetings and

engagements, and official Council functions as approved by the General Manager.

### Professional development

- 6.13 Council will set aside funds annually in its budget to facilitate professional development of Councillors through programs, training and education courses.
- 6.14 In the first year of a new Council term, Council will provide a comprehensive induction program for all Councillors which considers any guidelines issued by the Office of Local Government (OLG).
- 6.15 Approval for professional development activities is subject to a prior written request to the General Manager outlining the:
- details of the proposed professional development
  - relevance to Council priorities and business
  - relevance to the exercise of the Councillor's civic duties.
- 6.16 In assessing a Councillor request for a professional development activity, the General Manager must consider the relevance of the training to Council business, as well as the cost of the professional development in relation to the Councillor's remaining budget. If there is any concern about the relevance of the training, the General Manager may consult the Mayor.

### Conferences and seminars

- 6.17 Council is committed to ensuring its Councillors are up to date with contemporary issues facing Council and the community, and local government in NSW.
- 6.18 Council will set aside funds annually in its budget to facilitate Councillor attendance at conferences and seminars. This allocation is for all Councillors. The General Manager will ensure that access to expenses relating to conferences and seminars is distributed equitably, noting that:
- Each year, the Mayor and Deputy Mayor are authorised to attend the LGNSW Annual Conference and ALGA National Congress, with their partners. If one or both are unavailable, the opportunity will be extended to other Councillors. Additional Councillors may attend provided their attendance is approved at a full Council meeting and it is confirmed in the report to Council that sufficient budget is available.
  - Each year, the Mayor and Councillor who is the Portfolio Lead for Water are authorised to attend the MDA Annual Conference, with their partners. If one or both are unavailable, the opportunity will be extended to other Councillors with an active interest in water policy advocacy.
- 6.19 Except for those listed above in 6.18, approval to attend a conference or seminar is subject to a written request to the General Manager. In assessing a Councillor request, the General Manager must consider factors including the:
- relevance of the topics and presenters to current Council priorities and business and the exercise of the Councillor's civic duties
  - cost of the conference or seminar in relation to the total remaining budget.
- 6.20 Council will meet the reasonable cost of registration fees, transportation and accommodation associated with attendance at conferences approved by the General Manager. Council will also meet the reasonable cost of meals when they are not included in the conference fees. Reimbursement for accommodation and meals not included in the conference fees will be subject to Clauses 6.8–6.11.

### Information and communications technology (ICT) expenses

- 6.20 Council will provide iPads to Councillors and an iPhone to the Mayor, if required.
- 6.21 Council does not provide private internet services to Councillors but if this prevents a Councillor

from performing their duties, an approach can be made to the General Manager to discuss options. The Mayor and General Manager are authorised to approve a solution where the cost is immaterial. Where material, a report should be presented to full Council for consideration.

- 6.22 These devices and services are to be used by Councillors to undertake their civic duties, such as:
- receiving and reading Council business papers
  - diary and appointment management
  - general correspondence and on-line meetings and
  - for the Mayor, if applicable, relevant phone calls.
- 6.23 Councillors may request applications on their mobile electronic communication devices that are directly related to their duties as a Councillor, where these can reasonably be provided within available IT budgets.

### **Special requirement and carer expenses**

- 6.24 Council encourages wide participation and interest in civic office. It will seek to ensure Council premises and associated facilities are accessible, including provision for sight or hearing impaired Councillors and those with other disabilities, as required.
- 6.25 Transportation provisions outlined in this policy will also assist Councillors who are unable to drive a vehicle, except for disqualification.
- 6.26 In addition to the provisions above, the General Manager may authorise the provision of reasonable additional facilities and expenses in order to allow a Councillor with a disability to perform their civic duties.
- 6.27 Councillors who are the principal carer of a child (up to and including the age of 16 years) or other elderly, disabled and/or sick immediate family member will be entitled to reasonable reimbursement of carer's expenses up to a maximum of \$1500 per annum for attendance at official business. Councillors will need to provide suitable evidence to the General Manager that reimbursement is applicable. For adult dependents this may take the form of advice from a medical practitioner.

## **7. Insurances**

- 7.1. In accordance with Section 382 of the *Local Government Act 1993*, Council is insured against public liability and professional indemnity claims. Councillors are included as a named insured on this Policy.
- 7.2. Insurance protection is only provided if a claim arises out of or in connection with the Councillor's performance of his or her civic duties, or exercise of his or her functions as a Councillor. All insurances are subject to any limitations or conditions set out in the policies of insurance.
- 7.3. Council shall pay the insurance policy excess in respect of any claim accepted by Council's insurers, whether defended or not.
- 7.4. Appropriate travel insurances will be provided for any Councillors travelling on approved interstate and overseas travel on Council business.

## **8. Legal assistance**

- 8.1. Council may, if requested, indemnify or reimburse the reasonable legal expenses of:
- a Councillor defending an action arising from the performance in good faith of a function under the Local Government Act provided that the outcome of the legal proceedings is

- favourable to the Councillor
- a Councillor defending an action in defamation, provided the statements complained of were made in good faith in the course of exercising a function under the Act and the outcome of the legal proceedings is favourable to the Councillor
  - a Councillor for proceedings before an appropriate investigative or review body, provided the subject of the proceedings arises from the performance in good faith of a function under the Act and the matter has proceeded past any initial assessment phase to a formal investigation or review and the investigative or review body makes a finding substantially favourable to the Councillor.
- 8.2. In the case of a Code of Conduct complaint made against a Councillor, legal costs will only be made available where the matter has been referred by the General Manager to a conduct reviewer and the conduct reviewer has commenced a formal investigation of the matter and makes a finding substantially favourable to the Councillor.
- 8.3. Legal expenses incurred in relation to proceedings arising out of the performance by a Councillor of his or her functions under the Act are distinguished from expenses incurred in relation to proceedings arising merely from something that a Councillor has done during his or her term in office. For example, expenses arising from an investigation as to whether a Councillor acted corruptly would not be covered by this section.
- 8.4. Council will not meet the legal costs:
- of legal proceedings initiated by a Councillor under any circumstances
  - of a Councillor seeking advice in respect of possible defamation, or in seeking a non-litigious remedy for possible defamation
  - for legal proceedings that do not involve a Councillor performing their role as a Councillor
  - for any general legal advice even if related to the business of Council
- 8.5. Reimbursement of expenses for reasonable legal expenses must have Council approval by way of a resolution at a full Council meeting prior to costs being incurred.

## PART C – Facilities

### 9. General facilities for all Councillors

#### Facilities

- 9.1. Council will provide the following facilities to Councillors to assist them to effectively discharge their civic duties:
- a name badge which may be worn at official functions, indicating that the wearer holds the office of a Councillor and/or Mayor or Deputy Mayor.
- 9.2. Councillors may book meeting rooms for official business in the Council administration building at no cost. Rooms may be booked through the Executive Assistant to the Mayor and General Manager.
- 9.3. The provision of facilities will be of a standard deemed by the General Manager as appropriate for the purpose.

#### Stationery

- 9.4. Council will provide business cards to Councillors on the understanding these cards will only be used to support a Councillor's civic duties.

## Administrative support

- 9.5. Council staff are expected to assist Councillors with civic duties only, and not assist with matters of personal or political interest, including campaigning. For Council meetings, support can be requested from the Group Manager Corporate or their delegate. For all other support, Councillors should direct their requests to the General Manager or the EA to the Mayor and General Manager.

## 10. Additional facilities for the Mayor

- 10.1. If required, the Council will provide to the Mayor a maintained vehicle to a similar standard of other Council vehicles, with provision to purchase fuel. The vehicle will be for Council business use, with only incidental private use.
- 10.2. The Mayor must keep a log book setting out the date, distance and purpose of all travel. This must include any travel for private benefit. The log book must be submitted to Council on a monthly basis.
- 10.3. The Mayoral allowance will be reduced to cover the cost of any private travel recorded in the log book, calculated on a per kilometre basis by the rate set by the Local Government (State) Award.
- 10.4. Council will provide the Mayor with a furnished office incorporating a computer configured to Council's standard operating environment (if required), telephone and meeting space.
- 10.5. In performing his or her civic duties, the Mayor will generally be assisted by the EA to the Mayor and General Manager for administrative and secretarial support, as determined by the General Manager or by other staff, as determined by the General Manager.
- 10.6. As per Section 4, staff are expected to work on official business only, and not for matters of personal or political interest, including campaigning.
- 10.7. The Mayor will be provided a Council credit card to pay for accommodation, meals and incidentals directly related to performing the role of Mayor, including covering the costs of other Councillors attending functions along with the Mayor. The credit card is to be used strictly for Council business only.

## PART D – Processes

### 11. Approval, payment and reimbursement arrangements

- 11.1. Expenses should only be incurred by Councillors in accordance with the provisions of this policy.
- 11.2. Approval for incurring expenses, or for the reimbursement of such expenses, should generally be obtained before the expense is incurred.
- 11.3. Final approval for payments made under this policy will be granted by the General Manager or their delegate.

#### Direct payment

- 11.4. Council may approve and directly pay expenses. Requests for direct payment must be submitted to the General Manager for assessment against this policy using the prescribed form, with sufficient information and time to allow for the claim to be assessed and processed.

#### Reimbursement

- 11.5. All claims for reimbursement of expenses incurred must be made on the prescribed form,

supported by appropriate receipts and/or tax invoices and be submitted to the EA to the Mayor and General Manager.

### **Advance payment**

- 11.6. Council may pay a cash advance for Councillors attending approved conferences, seminars or professional development.
- 11.7. The maximum value of a cash advance is \$180 per day of the conference, seminar or professional development, provided that the need for the advance is suitably justified to the General Manager.
- 11.8. Requests for advance payment must be submitted to the General Manager for assessment against this policy using the prescribed form with sufficient information and time to allow for the claim to be assessed and processed.
- 11.9. Councillors must fully reconcile all expenses against the cost of the advance within one month of incurring the cost and/or returning home. This includes providing to Council:
  - a full reconciliation of all expenses including appropriate receipts and/or tax invoices
  - reimbursement of any amount of the advance payment not spent in attending to official business or professional development.

### **Notification**

- 11.10. If a claim is approved, Council will make payment directly or reimburse the Councillor through accounts payable.
- 11.11. If a claim is refused, Council will inform the Councillor in writing that the claim has been refused and the reason for the refusal.

### **Reimbursement to Council**

- 11.12. If Council has incurred an expense on behalf of a Councillor that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:
  - Council will invoice the Councillor for the expense
  - the Councillor will reimburse Council for that expense within 14 days of the invoice date.
- 11.13. If the Councillor cannot reimburse Council within 14 days of the invoice date, they are to submit a written explanation to the General Manager. The General Manager may elect to deduct the amount from the Councillor's allowance.

### **Timeframe for reimbursement**

- 11.14. Unless otherwise specified in this policy, Councillors must provide all claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

## **12. Disputes**

- 12.1. If a Councillor disputes a determination under this policy, the Councillor should discuss the matter with the General Manager.
- 12.2. If the Councillor and the General Manager cannot resolve the dispute, the Councillor may submit a notice of motion to a Council meeting seeking to have the dispute resolved.



### 13. Return or retention of facilities

- 13.1. All unexpended facilities or equipment supplied under this policy are to be relinquished immediately upon a Councillor or Mayor ceasing to hold office or at the cessation of their civic duties.
- 13.2. Should a Councillor desire to keep any equipment allocated by Council, then this policy enables the Councillor to make application to the General Manager to purchase any such equipment. The General Manager will determine an agreed fair market price or written down value for the item of equipment.
- 13.3. The prices for all equipment purchased by Councillors under Clause 13.2 will be recorded in Council's annual report.

### 14. Publication

- 14.1. This policy will be published on Council's website.

### 15. Reporting

- 15.1. Council will report on the provision of expenses and facilities to Councillors as required in the Act and Regulations.
- 15.2. Reports on the provision of expenses and facilities to Councillors will be reported in the Annual Report and the Annual Financial Statements.

### 16. Auditing

- 16.1. The operation of this policy, including claims made under the policy, may be included in Council's audit program at the request of Council's Audit, Risk & Improvement Committee.

### 17. Breaches

- 17.1. Suspected breaches of this policy are to be reported to the General Manager.
- 17.2. Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct, as detailed in the Code and in the Procedures for the Administration of the Code.

## PART E – Appendices

### 18. Appendix I: Related legislation, guidance and policies

Relevant legislation and guidance:

- *Local Government Act 1993*, Sections 252 and 253
- *Local Government (General) Regulation 2005*, Clauses 217 and 403
- *Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors in NSW, 2009*
- *Local Government Circular 09-36 Guidelines for Payment of Expenses and Facilities*
- *Local Government Circular 05-08 legal assistance for Councillors and Council Employees.*

Related Council policies:

- Code of Conduct

## 19. Appendix II: Definitions

The following definitions apply throughout this policy.

Term	Definition
accompanying person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a Councillor
appropriate refreshments	Means food and beverages provided by Council to support Councillors undertaking official business
Act	Means the <i>Local Government Act 1993 (NSW)</i>
clause	Unless stated otherwise, a reference to a clause is a reference to a clause of this policy
Code of Conduct	Means the Code of Conduct adopted by Council
Councillor	Means a person elected or appointed to civic office as a member of the governing body of Council who is not suspended, including the Mayor
General Manager	Means the General Manager of Council and includes their delegate or authorised representative
incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in Appendix 1
NSW	New South Wales
official business	Means functions that the Mayor or Councillors are required or invited to attend to fulfil their legislated role and responsibilities for Council or result in a direct benefit for Council and/or for the local government area, and includes: meetings of Council and committees of the whole meetings of committees facilitated by Council civic receptions hosted or sponsored by Council meetings, functions, workshops and other events to which attendance by a Councillor has been requested or approved by Council
professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a Councillor or the Mayor
Regulation	Means the <i>Local Government (General) Regulation 2005 (NSW)</i>
year	Means the financial year, that is the 12 month period commencing on 1 July each year



LEETON  
SHIRE COUNCIL

**DRAFT**

**LIQUID TRADE WASTE REGULATION  
POLICY**

JULY 2022

## DOCUMENT CONTROL

<b>RESPONSIBLE OFFICER:</b>	Manager Water and Wastewater				
<b>REVIEWED BY:</b>	Senior Management Team				
<b>LINK TO CSP/DELIVERY PROGRAM/OPERATIONAL PLAN:</b>	Theme 5 – A Quality Built Environment – 15 – A community that has reliable water and sewerage services in towns – 15b Supply sewer treatment services to urban centres - 15b.03 – Continue implementation of Council's Liquid Trade Waste program				
<b>DATE ADOPTED:</b>					
<b>ADOPTED BY:</b>	Council				
<b>RESOLUTION NO: (IF RELEVANT):</b>					
<b>FOR PUBLICATION:</b>	<input type="checkbox"/> INTRANET <input type="checkbox"/> COUNCIL WEBSITE <input checked="" type="checkbox"/> BOTH				
<b>REVIEW DUE DATE:</b>	July 2025				
<b>REVISION NUMBER:</b>					
<b>PREVIOUS VERSIONS:</b>	<b>DATE</b>	<b>DESCRIPTION OF AMENDMENTS</b>	<b>AUTHOR/EDITOR</b>	<b>REVIEW/SIGN OFF</b>	<b>MINUTE NO (IF RELEVANT)</b>
		Complete Renew of Policy due to new Guidelines			

## REVIEW OF THIS DOCUMENT

This document will be reviewed every 4 years or as required in the event of legislative changes or operational requirements.

Any major amendments to the document must be made by way of a Council Resolution. Minor amendments such as corrections to spelling, changes to wording for improved clarity, formatting and updates to the Appendixes may be made without approval from the Council.

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## 1. Purpose

This policy sets out how Leeton Shire Council will regulate liquid trade waste discharges to its sewerage system in accordance with the NSW Framework for Regulation of Liquid Trade Waste (Appendix F) and to ensure the proper control of liquid trade waste and hence protection of public health, worker safety, the environment and Leeton Shire Council's sewerage system.

Sewerage systems are generally designed to cater for liquid waste from domestic sources that are essentially of predictable strength and quality. Council may accept liquid trade waste into its sewerage system as a service to businesses and industry.

Liquid trade wastes may exert much greater demands on sewerage systems than domestic sewage and, if uncontrolled, can pose serious problems to public health, worker safety, Council's sewerage system and the environment.

The outcomes of this policy are:

- to protect public and workers health and safety and the environment
- to protect council's assets from damage
- to minimise adverse impacts on the sewage treatment processes
- to assist Council meeting regulatory and licence compliance
- to promote water conservation, waste minimization, cleaner production, effluent recycling and biosolids reuse
- to provide an environmentally responsible liquid trade waste service to the non-residential sector
- to ensure commercial provision of services and full cost recovery through appropriate sewerage and liquid trade waste fees and charges.

## 2. Scope

This policy document applies to all individuals wishing to discharge liquid waste other than sewerage of a domestic nature to Leeton Shire Council's Sewerage System.

## 3. Roles and Responsibilities

Director Operations – Tom Steele  
Manager Water & Wastewater  
Water & Wastewater Engineer  
Liquid Trade Waste Officer

## 4. Definitions

Located in Appendix A – Glossary

## 5. Supporting Documents and Legislation

Local Government Act 1993  
Local Government (General) Regulation 2021  
Best Practice Management of Water Supply and Sewerage Guidelines, 2007  
Liquid Trade Waste Management Guidelines 2021

## 6. What is Liquid Trade Waste?

Liquid trade waste is defined in the Local Government (General) Regulation 2021 as all liquid waste other than sewage of a domestic nature.

Liquid trade waste discharges to the sewerage system include liquid wastes from:

- industrial premises
- business/commercial premises (e.g. beautician, florist, hairdresser, hotel, motel, restaurant, butcher, supermarket, etc.)
- community/public premises (including clubs, school, college, university, hospital and nursing home)
- any commercial activities carried out at residential premises
- saleyards, racecourses and stables and kennels that are not associated with domestic households
- tankered human waste, ship-to-shore waste from marina pump-out facilities, portable toilet waste and established sites for the discharge of pan contents from mobile homes/caravans
- any other waste tankered to the sewerage facilities, e.g. commercial or industrial waste from un-sewered areas.

Liquid trade waste excludes:

- toilet, hand wash basin (used for personal hygiene only), shower and bath wastes derived from all the premises and activities mentioned above
- wastewater from residential toilets, kitchens, bathrooms or laundries (i.e. domestic sewage)
- wastewater from common laundry facilities in caravan parks (discharges from common kitchen facilities in caravan parks are liquid trade waste)
- residential pool backwash.

## 7. Exemptions

The list of discharges exempt from obtaining Council's approval is provided in Appendix B. These discharges are known as 'Deemed to be approved'. Each such discharger must meet the standard requirements specified in Appendix B.

## 8. Criteria for approval to discharge liquid trade waste into council's sewerage system

### 8.1 Factors for Consideration

Council's decision to accept liquid waste into its sewerage system will be based on the discharger satisfying Council's requirements. Therefore, when determining an application to discharge liquid waste to the sewerage system, Council will consider the following factors:

- The potential impacts of the proposed discharge on Council's ability to meet the objectives
- The adequacy of the pre-treatment process(es) to treat the liquid trade waste to a level acceptable for discharge to the sewerage system, including proposed contingency measures in an event of the pre-treatment system failure
- The capability of the sewerage system (reticulation and treatment components) to accept the quantity and quality of the proposed liquid waste
- The adequacy of chemical storage and handling facilities and the proposed safeguards for prevention of spills and leaks entering to the sewerage system
- The adequacy of the proposed due diligence program and contingency plan, where required.



- Proposed management of prohibited substances and other liquid waste not planned to be discharged to the sewerage system and safeguards to avoid any accidental discharge
- The potential for stormwater entering the sewerage system and adequacy of proposed stormwater controls
- The potential for growth of the community.

## 8.2 Discharge Quality

Council's acceptance limits for liquid trade waste discharges are set out in Table 1. These limits are consistent with the acceptance limits specified in the Liquid Trade Waste Management Guidelines, 2021 by the Department.

**Table 1: Acceptance limits for liquid trade waste into the sewerage system**

Parameter	Limits
Flow Rate	The maximum daily and instantaneous rate of discharge (kL/h or L/s) is determined based on the available capacity of the sewer. Large discharges are required to provide a balancing tank to even out the load on the sewage treatment works.
BOD <sub>5</sub>	Normally approved at 300 mg/L. Concentrations up to 600 mg/L may be accepted.
Suspended solids	Normally approved at 300 mg/L. Concentrations up to 600 mg/L may be accepted.
COD	Normally, not to exceed BOD <sub>5</sub> by more than three times. This ratio is given as a guide only to prevent the discharge of non-biodegradable waste.
Total Dissolved Solids	Up to 4000 mg/L may be accepted. The acceptance limit may be reduced depending on available effluent disposal options and may be subjected to a mass load limit.
Temperature	Less than 38°C.
pH	Within the range 7.0 to 9.0.
Oil and Grease	100 mg/L if the volume of the discharge does not exceed 10% of the design capacity of the treatment works and 50 mg/L if the volume is greater than 10%.
Detergents	All detergents are to be biodegradable. A limit on the concentration of 50 mg/L (as MBAS) may be imposed on large liquid trade wastes discharges.
Colour	Colour must be biodegradable. No visible colour when diluted to the equivalent dilution afforded by domestic sewage flow. Specific limits may be imposed on industrial discharges where colour has a potential to interfere with sewage treatment processes and the effluent management.
Radioactive Substances	If expected to be present (e.g. Iodine 131 from ablation), acceptance requirements will be set on a case-by-case assessment.

Acceptance limits for inorganic and organic compounds		Maximum concentration (mg/L)
Inorganic compounds	Ammonia (as N)	50
	Boron	5
	Bromine	5
	Chlorine	10
	Cyanide	1
	Fluoride	30

	Nitrogen (total Kjeldahl)	100
	Phosphorus (total)	20
	Sulphate (as SO <sub>4</sub> )	500
	Sulphide (as S)	1
Organic compounds	Benzene	< 0.001
	Toluene	0.5
	Ethylbenzene	1
	Xylene	1
	Formaldehyde	30
	Phenolic compounds non-halogenated	1
	Petroleum Hydrocarbons <sup>1</sup> C <sub>6</sub> -C <sub>9</sub> (flammable)	5
	Total Recoverable Hydrocarbons (TRH)	30
	Pesticides general (except organochlorine and organophosphorus)	0.1
	Polynuclear Aromatic Hydrocarbons (PAH)	5

Acceptance limits for metals	Maximum concentration (mg/L)	Allowed daily mass limit (g/d)
Aluminium	100	-
Arsenic	0.5	2
Cadmium	1	5
Chromium <sup>2</sup>	3	10
Cobalt	5	15
Copper	5	15
Iron	100	-
Lead	1	5
Manganese	10	30
Mercury	0.01	0.05
Molybdenum	5	15
Nickel	1	5
Selenium	1	5
Silver	2	5
Tin	5	15
Zinc	1	5
Total heavy metals excluding aluminium, iron and manganese	Less than 30 mg/L and subject to total mass loading requirements	

<sup>1</sup> Always ask a laboratory to carry out a silica gel clean up, if other than petroleum products are expected to be present in a liquid trade waste sample, e.g. animal fats, plant oil, soil, etc.

<sup>2</sup> Where hexavalent chromium (Cr<sup>6+</sup>) is present in the process water, pre-treatment will be required to reduce it to the trivalent state (Cr<sup>3+</sup>), prior to discharge into the sewer

**Notes**

1. Acceptance limits for substances not listed in the above Tables will be determined on a case by case basis.
2. The quality of liquid trade waste from some low risk commercial activities in Classification A and B will exceed acceptance limits listed in above Table. As a higher level of pre-treatment is not cost-effective, such waste is acceptable if the discharger installs, maintains and properly operates the required on-site pre-treatment. Similarly, septic and pan waste may exceed some acceptance limits.
3. The analytical testing methods for the above parameters should be in accordance with the Australian Sewage Quality Management Guidelines, June 2012, WSAA and council's requirements.

### 8.3 Prohibited or restricted substances and waste

Substances prohibited from being discharged into the sewerage system unless they are specifically approved under section 68 of the Act are listed in Table 2. In addition, 8.4 lists the discharges either prohibited or restricted. Refer to Appendix C for detailed description of substances and discharges either prohibited or restricted.

**Table 2 Waste prohibited from discharge to the sewerage system**

- Organochlorine weedicides, fungicides, pesticides, herbicides and substances of a similar nature and/or wastes arising from the preparation of these substances
- organophosphorus pesticides and/or waste arising from the preparation of these substances
- per- and poly-fluoroalkyl substances (PFAS)
- any substances liable to produce noxious or poisonous vapours in the sewerage system
- organic solvents and mineral oil#
- any flammable or explosive substance#
- discharges from 'Bulk Fuel Depots'
- discharges from chemicals and/or oil storage areas
- natural or synthetic resins, plastic monomers, synthetic adhesives, rubber and plastic emulsions
- roof, rain, surface, seepage or ground water, unless specifically permitted (clause 137A of the Local Government (General) Regulation 2021)
- solid matter#
- disposable products including wet wipes, cleaning wipes, colostomy bags, cat litter and other products marketed as flushable
- any substance assessed as not suitable to be discharged into the sewerage system
- liquid waste that contains pollutants at concentrations which inhibit the sewage treatment process – refer to Australian Sewage Quality Management Guidelines, June 2012, WSAA
- any other substances listed in a relevant regulation

# In excess of the approved limit

#### 8.3.1 Other substances/discharges either prohibited or restricted

Other substances or discharges that are prohibited or restricted include:

- Stormwater from open areas
- Contaminated groundwater
- Landfill leachate
- Discharge from float tanks
- Discharge from new service station forecourts and other refuelling points
- Discharge of liquid waste arising from liquefaction and/or pulverisation of solid waste by physical or chemical processes (e.g. garbage grinders/in-sinkerators, macerators, alkaline hydrolysis).

- Discharge from solid food waste processing units (digesters/composters, etc.)
- Use of additives in pre-treatment systems

For further details on limitations and restrictions applicable to above discharges, refer to Appendix C of this policy, Chapter 3 of the NSW Liquid Trade Waste Management Guidelines, 2021.

## 9. Matters relating to Trade Waste Approvals

### 9.1 Application procedures and approvals process

Under s.68 of the Local Government Act 1993 Council's written approval is required prior to commencing the discharge of liquid trade waste to its sewerage system. Application forms are available from Council.

The applicant must lodge a trade waste application and provide all requested information. A trade waste application is not required to discharge liquid trade waste from 'Deemed to be approved' activities listed in Appendix B.

#### 9.1.1 Who can make an application?

S. 78 of the Local Government Act states that an application may be made by the person seeking to carry out the activity or, if the application applies to a particular land, the owner of the land or a person who has the consent of the owner.

#### 9.1.2 Council's process in determination of applications

Council may request an applicant to provide further information to enable it to determine the application.

#### 9.1.3 Approval of applications

Where an application is approved, Council will notify the applicant including any conditions of the approval and reasons for such conditions. The duration of the approval will be as stated in the approval.

An applicant may make a minor amendment or withdraw an application before it is processed by Council. An applicant may also apply to Council to renew or extend an approval, in accordance with section 107 of the Local Government Act.

#### 9.1.4 Refusal

If an application is refused, Council will notify the applicant of the grounds for refusal. Under section 100 of the Act the applicant may request the review of council's determination. Under section 176 of the Act, the applicant dissatisfied with Council's determination may appeal to the Land and Environment Court within 12 months.

### 9.2 Change of approval holder

An approval to discharge liquid trade waste to Council's sewerage system is not transferable. A new application must be lodged and a new approval must be obtained if there is a change of the approval holder. Council must be notified of change of ownership and/or occupier in all cases, whether a new approval is required or not, to allow updating of records.

### 9.3 Validity of approval holder

An approval to discharge liquid trade waste to Council's sewerage system is not transferable. A new application must be lodged and a new approval must be obtained if there is a change of the approval holder. Council must be notified of change of ownership and/or occupier in all cases, whether a new approval is required or not, to allow updating of records.

#### **9.4 Validity of an existing approval**

A new approval is required where there is a change of:

- approval holder (either owner or occupier can be an approval holder)
- activity generating the waste
- the quantity or the nature of liquid trade waste
- approval conditions.

#### **9.5 Modification and revocation of approvals**

Council reserves the right to modify or revoke an approval to discharge liquid trade waste to the sewerage system under the circumstances described in s.108 of the *Local Government Act 1993*.

#### **9.6 Concurrence**

If Council supports an application and has a notice stating that concurrence of the Secretary, NSW Department can be assumed for the liquid trade waste relevant to the application, Council will approve the application. Otherwise, Council will seek concurrence to its approval.

For concurrence purposes, liquid trade waste discharges are divided into four classifications:

- Concurrence Classification A – liquid trade waste for which Council has been authorised to assume concurrence to the approval subject to certain requirements
- Concurrence Classification B – liquid trade waste for which Council may apply for authorisation to assume concurrence to the approval subject to certain requirements
- Concurrence Classification S – the acceptance of septic tank, pan waste and ship-to-shore pump-out etc. Council may apply for authorisation to assume concurrence to the approval subject to certain conditions
- Concurrence Classification C – all other liquid trade waste that do not fall within Concurrence Classification A, B or S, and therefore require Council to forward the application for concurrence.

Refer to Appendix E which lists the type of discharges that Council can approve under their assumed concurrence (i.e. that Council can approve without seeking concurrence from the Department).

Existing dischargers who have nil or inadequate liquid trade waste pre-treatment equipment at their current premises are generally required to improve their discharge quality by installing or upgrading pre-treatment equipment to the current standards.

#### **9.7 Liquid trade waste from existing premises/discharges**

At Council's discretion, a period of time may be granted for an existing discharger to install liquid trade waste pre-treatment equipment or perform other works required to achieve compliance with the conditions of a liquid trade waste approval. The period of time granted will generally not exceed 12 months and will be assessed on a case by case basis taking into account the capacity of the receiving sewage treatment plant to accept the discharger's liquid trade waste and the cost and/or difficulty of works to be undertaken. The scope of works required, results to be achieved and timetable for completion shall be laid out by the discharger and agreed to by Council.

Where installation of the prescribed liquid trade waste pre-treatment equipment is not considered by Council as feasible or reasonable in order to treat an existing discharge, an exception from installing such equipment may apply.

At premises where liquid trade waste pre-treatment equipment is undersized and it is not considered by Council or the Department as feasible or reasonable to upgrade the pre-treatment equipment to treat the existing discharge, an exception from upgrading the equipment may apply.

Existing premises undergoing refurbishment/renovation must allow for the installation of the appropriate liquid trade waste pre-treatment equipment.

Where Council considers an application for exception should be approved, the application will need to be forwarded to the Department for consideration and concurrence.

In the event the business is sold (new documentation requirements supporting an exception may apply) or if renovations/refurbishments are carried out then Council may require the appropriate prescribed pre-treatment equipment to be installed.

Where the prescribed liquid trade waste pre-treatment equipment (or alternative acceptable to Council and the Department) cannot be installed or the effluent quality is not improved to a standard satisfying Council and the Department, the non-compliance liquid trade waste usage charge will be applied.

Details to be provided with the application for an exception from installing prescribed liquid trade waste pre-treatment equipment:

- An explanation from the applicant requesting an exception and on what grounds this exception is sought;
- A letter from a hydraulic consultant, plumber or the company that provides the pre-treatment equipment stating that the pre-treatment installation required by Council is not feasible and the reason(s) why;
- Details of the proposed frequency of cleaning, maintenance and the nominated licensed contractor undertaking these functions;
- A site plan.

Upon receiving the application, Council will carry out:

- An inspection in order to assess the feasibility of installing the prescribed pre-treatment equipment. This inspection report is to be signed off by a senior Council officer with appropriate delegated authority.
- An assessment of the sewerage system capacity to accept the proposed untreated waste load and that the modifications, alterations or undersized pre-treatment equipment will not adversely impact on the sewage treatment process, sewage transportation system, by-product management and the environment.

## 10. Sewerage and Liquid Trade Waste Fees and Charges

Council provides sewerage and liquid trade waste services on a commercial basis to non-residential dischargers, with full cost recovery through sewerage and liquid trade waste fees and charges. Council implements best practice pricing for non-residential sewerage and liquid trade waste services to ensure that dischargers bear a fair share of the cost of providing sewerage services and to facilitate appropriate pre-treatment, waste minimisation and water conservation.

The current sewerage and liquid trade waste fees and charges are provided on Council's website.

Council's liquid trade waste fees and charges may include:

- general fees and charges (application fee, annual liquid trade waste fee, inspection and/or re-inspection fees and renewal fee)
- category specific charges (trade waste usage charges for Charging Category 2 discharges, excess mass charges for Charging Category 3 discharges, charges for Charging Category 2S discharges and non-compliance charges)
- other charges related to the nature of waste (eg. charges for the discharge of stormwater from large areas)
- Detailed description of the liquid trade waste fees and charges and the methodology of calculating them are provided in Appendix D.

## 10.1 Liquid trade waste charging categories

For charging purposes there are 4 liquid trade waste charging categories:

- Category 1 – discharges requiring minimal pre-treatment or prescribed pre-treatment but low impact on the sewerage system. These dischargers will only pay an annual fee. If pre-treatment equipment is not provided or maintained, non-compliance charges will be applied.
- Category 2 – discharges with prescribed pre-treatment and other activities listed under this charging category in Appendix D. These dischargers will pay a trade waste usage charge and an annual trade waste fee. If pre-treatment equipment is not provided or not maintained, then such dischargers will be required to pay non-compliance usage charges.
- Category 2S – transporters who tanker human waste to council's STWs, owners/operators of ship-to-shore pump out facilities and owners/operators of 'dump points' directly connected to sewer
- Category 3 – large (>20 kL/d) and industrial discharges (excluding shopping centres and institutions). Such dischargers will pay excess mass charges. If the discharge fails to comply with council's acceptance limits, dischargers will be required to pay non-compliance excess mass charges and pH charges

Note that these charging categories are different to four classifications that have been established for concurrence purposes (i.e. Classification A, B, C and S). The relationship between Concurrence Classifications and Charging Categories are shown in Figure 1 in Appendix D.

## 10.2 Non-compliance liquid trade waste charges

In order to encourage compliance, council may apply non-compliance trade waste charges. Refer to Appendix D for further details of non-compliance charges for different charging categories. Council will continue to apply non-compliance charges until the discharge meets the approved acceptance limits within the timeframe determined by Council for remedying the problem. If the discharger fails to rectify the problem within an agreed timeframe, the discharger may be required to cease discharging liquid trade waste into Council's sewerage system. Council may also consider issuing a penalty infringement notice to a non-compliant discharger or may prosecute the discharger.

## 10.3 Other applicable liquid trade waste charges

Additional fees and charges may be levied by council if wastewater is discharged to council's sewerage system from the following equipment and or processes, with council's approval.

- Food waste disposal units (ie. garbage grinders/insinkerators)
- Solid food waste processing unit
- Discharge of stormwater to the sewerage system from large open areas or large quantities of groundwater.

Refer to Appendix D for further details.

## 10.4 Charges for premises with multiple liquid trade waste streams

Examples of premises with multiple waste streams include:

- shopping centres
- commercial strata units
- institutions, e.g. hospitals, tertiary educational facilities and correctional centres
- other premises with multiple waste streams,

Refer to Appendix D and Trade Waste Management Guidelines 2021 for further details.

### 10.5.1 Summary of category specific fees and charges

The summary of fees and charges are indicated in Table 3 below:

**Table 2 Summary of fees and charges**

Fee/Charge	Category 1	Category 2	Category 3	Category 2S
Application fee	Yes <sup>3</sup>	Yes	Yes	Yes
Annual non-residential sewerage bill with appropriate sewer usage charge/kL	Yes	Yes	Yes	No
Annual liquid trade waste fee	Yes <sup>4</sup>	Yes	Yes	Variable <sup>5</sup>
Re-inspection fee (when required)	Yes	Yes	Yes	Optional <sup>6</sup>
Trade waste usage charge/kL	No	Yes	No	No
Human waste disposal charge/kL	No	No	No	Yes
Excess mass charges/kg	No	No	Yes	No
Non-compliance trade waste usage charge/kL	Yes <sup>7</sup>	Yes <sup>10</sup>	No	No
Non-compliance excess mass/kg and pH charges/kL (if required)	No	No	Yes	No

Note: Refer to Appendix D for other applicable charges not included in this Table.

### 10.5.2 Responsibility for payment of fees and charges

Property (land) owners are responsible for the payment of fees and charges for water supply, sewerage and liquid trade waste services. This includes property owners of marinas, caravan parks, etc.

Where another party (lessee) leases premises, any reimbursement of the lessor (property owner) for such fees and charges is a matter for the lessor and the lessee.

In relation to tankered human waste, transporters who collect and discharge waste at the STW are responsible for the payment. A waste transporter who tankers liquid trade waste to the STW may pay only the liquid trade waste fees and charges as non-residential sewerage fees are not applicable. Note that a liquid trade waste discharger (except for tankered waste) pays both the non-residential sewerage charges and liquid trade waste fees and charges.

## 11. The NSW framework for regulation of sewerage and trade waste and alignment of with the national framework.

The NSW framework for regulation of sewerage and trade waste and the alignment with the national framework for wastewater source management are listed in Appendix F.

## 12. Liquid Trade Waste Service Agreement

In addition to its approval under the Local Government Act, Council may require certain dischargers, including those who wish to discharge liquid trade waste in large volumes (discharge >20 kL/d) or industrial waste (Concurrence Classification C discharges) or some Classification S discharges into its sewerage system to execute a liquid trade waste services agreement. The agreement will set out the conditions associated with the discharge and execution of the agreement will be a condition of the approval issued by Council.

## 13. Enforcement of Approvals and Agreements

If the discharge is not approved or fails to comply with the approval conditions, the discharger is subject to prosecution and imposition of fines under the *Local Government Act 1993* (under s. 626

<sup>3</sup> Not applicable for discharges listed as Deemed to be Approved

<sup>4</sup> May not be applicable for discharges listed as 'Deemed to be Approved'.

<sup>5</sup> Refer to Appendix D for guidance on applying annual fees to Category 2S discharges.

<sup>6</sup> Applicable if re-inspection of facilities is required, e.g. ship-to-shore pump-out facility.

<sup>7</sup> Non-compliance trade waste usage charge, if the discharger fails to install or properly maintain appropriate pre-treatment equipment. Refer to council's Management Plan



and s. 627).

Above offences are also prescribed as penalty notice offences under the Act and Council may issue a penalty infringement notice (i.e. on the spot fine) to such discharger (Refer to Schedule 12 of the Local Government (General) Regulation 2021).

In addition to fines, council may recover costs of damages and fines incurred by council as a result of an unauthorised liquid waste discharge. Temporally suspension or ceasing the discharge may also be required.

Note that sections 628 and 634 to 639 also list other offences related to water, sewerage and stormwater drainage.

Polluting of any waters by a discharger of liquid trade waste who does not have a Council approval or who fails to comply with the conditions of the approval is also an offence under section 120 (1) of the Protection of the Environment Operations Act 1997. In addition, under section 222 of this Act, Council may issue a penalty infringement notice to such a discharger.

## 14. Prevention of Waste of Water

Water must be used efficiently and must be recycled where practicable. It is an offence under section 637 of the *Local Government Act 1993* and its Regulation (refer to Appendix G) to waste or misuse water.

Dilution of liquid trade waste with water from any non-process source including Council's water supply, bore water, groundwater, stormwater as a means of reducing pollutant concentration is therefore strictly prohibited.

## 15. Effluent Improvement Plans

Where the quality of liquid trade waste discharged does not meet Council's requirements, the applicant may be required to submit an Effluent Improvement Plan setting out how Council's requirements will be met. The proposed plan must detail the methods/actions proposed to achieve the discharge limits and a timetable for implementation of the proposed actions. Such actions may include more intensive monitoring, improvements to work practices and/or pre-treatment facilities to improve the effluent quality and reliability.

## 16. Due Diligence Programs and Contingency Plans

A discharger may be required to submit a due diligence program and a contingency plan for some liquid trade waste discharges (generally in Concurrence classification C, Charging Category 3) where it is considered that the discharge may pose a potential threat to the sewerage system. If required, a due diligence program and contingency plan must be submitted to Council within the time specified in the liquid trade waste approval.

## 17. Appendix A – Glossary

**Authorised assumed concurrence** - councils with significant experience in liquid trade waste regulation are encouraged to apply to the Secretary, Department of Planning, Industry and Environment seeking to obtain concurrence for council's approval for Classification B and Classification S discharges. If granted, Council will no longer need to forward such applications to the department for concurrence, provided that council complies with the conditions outlined in the notice of concurrence.

**Automatic assumed concurrence** - council has been granted assumed concurrence for approval for Classification A discharges, provided that council complies with conditions outlined in the notice of concurrence. Such applications may be approved by council without forwarding the application to the department for concurrence.

**Biochemical Oxygen Demand (BOD5)** - the amount of oxygen utilised by micro-organisms in the process of decomposition of organic material in wastewater over a period of five days at 20°C. In practical terms, BOD is a measure of biodegradable organic content of the waste.

**Biosolids** - primarily organic solids produced by sewage processing. Until such solids are suitable for beneficial use, they are defined as wastewater solids or sewage sludge.

**Blackwater** - wastewater containing human excrement (i.e. faeces, urine).

**Bunding** - secondary containment provided for storage areas, particularly for materials with the propensity to cause environmental damage.

**Chemical Oxygen Demand (COD)** - a measure of oxygen required to oxidise organic and inorganic matter in wastewater by a strong chemical oxidant. Wastewaters containing high levels of readily oxidised compounds have a high COD.

**Chemical toilet** - toilets in which wastes are deposited into a holding tank containing deodorizing or other chemicals. Stored wastes must be pumped out periodically.

**Commercial retail discharge** - commercial discharges can be described as wastes that are discharged from businesses dealing directly with the public.

**Commercial caterer** - a commercial caterer is typically a stand-alone operation and prepares food for consumption off-site. These types of businesses typically cater to wedding functions, conferences, parties, etc. This definition does not apply to a food processing factory supplying pre-prepared meals to a third party.

**Council** - for the purpose of this document, "council" refers to a local government body (including Local Water Utility) which provides water supply and sewerage services in regional NSW.

**Contingency plan** - a set of procedures for responding to an incident that will affect the quality of liquid trade waste discharged to the sewerage system. The plan also encompasses procedures to protect the environment from accidental and unauthorised discharges of liquid trade waste, leaks and spillages from stored products and chemicals.

**Concurrence** - under s. 90(1) of the Local Government Act 1993 and cl. 28 of the Local Government (General) Regulation 2021, council must obtain the written concurrence of the Secretary of the Department of Planning Industry and Environment prior to approving the discharge of liquid trade waste to council's sewerage system. The department's Water Utilities Branch provides concurrence on behalf of the Secretary.

**Due Diligence Program** - a plan that identifies potential health and safety, environmental or other hazards (e.g. spills, accidents or leaks) and appropriate corrective actions aimed at minimising or preventing the hazards.

**Effluent** - the liquid discharged following a wastewater treatment process.

**Effluent Improvement Plan (EIP)** - the document required to be submitted by a discharger who fails to meet the acceptance limits set down in council's approval conditions and/or liquid trade waste agreement. The document sets out measures taken by a discharger in order to meet the acceptance limits within the agreed timeframe.

**Fast food outlet** - a food retailing business featuring a very limited menu, precooked or quickly

prepared food, and take-away operations. Premises of this nature include KFC, McDonalds, Red Rooster, Pizza Hut, Hungry Jack's, Burger King, etc.

**Galley waste** - liquid waste from a kitchen or a food preparation area of a vessel; not including solid wastes.

**Greywater** - wastewater from showers, baths, spas, hand basins, laundry tubs, washing machines, dishwashers or kitchen sinks.

**Heavy Metals** - metals of high atomic weight which in high concentrations can exert a toxic effect and may accumulate in the environment and the food chain. Examples include mercury, chromium, cadmium, arsenic, nickel, lead and zinc.

**Housekeeping** - a general term, which covers all waste minimisation activities connected within the premises as part of its operation.

**Industrial Discharges** - industrial liquid trade waste is defined as liquid waste generated by industrial or manufacturing processes. Examples are provided in Trade Waste Management Guidelines 2021.

**Liquid Trade Waste** - all liquid waste other than sewage of a domestic nature discharged to the sewerage system.

**Mandatory Concurrence** - for the liquid waste in Classification C, councils need to obtain concurrence for approval of each discharge. The Water Utilities Branch of the Department provides concurrence on behalf of the department's Secretary.

**Methylene Blue Active Substances (MBAS)** - anionic surfactants. Their presence and concentration are detected by measuring colour change in a standard solution of methylene blue dye.

**Minimal Pre-treatment** - for the purpose of this document this means sink strainers, basket arrestors for sink and floor waste, plaster arrestors and fixed or removable screens.

**Mixed Business** - a general store that sells a variety of goods and may also prepare some food.

**Open Area** - any unroofed process, storage, washing or transport area where rainwater potentially can be contaminated.

**Pan** - any moveable receptacle kept in a closet and used for the reception of human waste.

**PFAS** - group of manufactured chemicals, containing a component with multiple fluorine atoms, with many specialty applications. Examples are perfluoro octane sulfonate (PFOS) and perfluorooctanoic acid (PFOA). They are used in a range of products, such as textiles, leather, cosmetics, non-stick coatings in cookware, food packaging, and in some types of fire-fighting foam. These chemicals take a long time to break down in humans and the environment and their persistence and bioaccumulation potential pose concerns for the environment and for human health.

**Pit latrines/long-drop toilet/pit toilet** - a type of toilet that collects faeces and urine directly into a tank or a hole in the ground.

**Portable Toilet** - toilet in which wastes are deposited into a holding tank used on construction sites, caravans, motor homes, boats, trains and at outdoor gatherings. If chemicals are used to control odours, it is referred to as a chemical toilet.

**pH** - a measure of acidity or alkalinity of an aqueous solution, expressed as the logarithm of the reciprocal of the hydrogen ion (H<sup>+</sup>) activity in moles per litre at a given temperature; pH 7 is neutral, below 7 is acidic and above 7 is alkaline.

**Premises** - has the same meaning as defined in the Local Government Act Dictionary and includes any of the following:

- a building of any description or any part of it and the appurtenances to it
- land, whether built on or not
- a shed or other structure
- a tent
- a swimming pool
- a ship or vessel of any description (including a houseboat)
- a van.

**Prescribed Pre-treatment Equipment** - standard non-complex equipment used for pre-treatment of

liquid trade waste, e.g. a grease arrestor, an oil arrestor/separator, solids arrestor, cooling pit.

**Regional NSW** - the areas of the state that are not serviced by the Sydney Water Corporation or the Hunter Water Corporation.

**Regulation** - Local Government (General) Regulation 2021 under the Local Government Act 1993.

**Secretary** - the head of the Department.

**Septage** - material pumped out from a septic tank during desludging; contains partly decomposed scum, sludge and liquid.

**Septic Tank** - wastewater treatment device that provides a preliminary form of treatment for wastewater. It provides sedimentation of settleable solids, flotation of oils and fats, and anaerobic digestion of sludge.

**Septic Tank Effluent** - the liquid discharged from a septic tank after treatment.

**Sewage Management Facility** - a human waste storage facility or a waste treatment device intended to process sewage and includes a drain connected to such a facility or device.

**Sewage of a Domestic Nature** - human faecal matter and urine and wastewater associated with ordinary kitchen, laundry and ablution activities of a household, but does not include waste in or from a sewage management facility.

**Sewerage System** - the network of sewage collection, transportation, treatment and by-products (effluent and biosolids) management facilities.

**Sewage treatment works** - this is the facility designed to treat sewage. The level of treatment will vary based on the expected quality of the effluent.

**Ship-to-Shore Pump-out** - liquid waste from a vessel that may be considered for disposal to the sewerage system. This includes on-board toilet wastes, galley wastes and dry dock cleaning waste from maintenance activities.

**Sludge** - the solids that are removed from wastewater by treatment.

**Stormwater Run-off** - run-off resulting from rainfall.

**Surfactants** - the key active ingredient of detergents, soaps, emulsifiers, wetting agents and penetrants. Anionic surfactants react with a chemical called methylene blue to form a blue-chloroform-soluble complex. The intensity of colour is proportional to concentration.

**Suspended Solids (SS)** - the insoluble solid matter suspended in wastewater that can be separated by laboratory filtration and is retained on a filter.

**Total Dissolved Solids (TDS)** - total amount of dissolved material in the water.

**Total Recoverable Hydrocarbons (TRH)** - Both biological and petroleum hydrocarbons which have been extracted (recovered) from a sample. TRH are equivalent to the previously reported Total Petroleum Hydrocarbons (TPH). TRH is reported in fractions with Carbon chain (C6 – C40). TRH with carbon chain C6 – C10 are flammable.

**Waste Minimisation** - procedures and processes implemented by industry and business to modify, change, alter or substitute work practices and products that will result in a reduction in the volume and/or strength of waste discharged to sewer

## 18. Appendix B – Deemed to be Approved Activities

The list of discharges exempts from obtaining of Council's approval (ie considered as Deemed to be approved) is shown in Table B1. Each such discharger must meet standard requirements specified in this Table.

**Table B1 - Discharges deemed to be approved**

Activity generating waste	Requirements
Beautician	Solvents not to be discharged to sewer
Bed and Breakfast (not more than 10 persons including proprietor)	Sink strainers in food preparation areas Housekeeping practices (see Note 4)
Cooling tower <500L/h	No chromium-based products to be discharged to the sewer
Crafts ceramic, pottery, etc. (including hobby clubs) flows <200 L/d flows 200-1,000 L/d	Nil
	Plaster arrestor required
Delicatessen (no hot food prepared)	Sink strainers in food preparation areas Housekeeping practices (see Note 4)
Dental technician	Plaster arrestor required
Dental mobile (no amalgam waste)	Nil
Dog/cat grooming/animal wash only	Dry basket arrestor for floor waste outlets and sink strainer required (see Note 3) Animal litter and any disposable waste products must not be discharged to sewer Organophosphorus pesticides are prohibited to be discharged to sewer
Florist	Dry basket arrestor for floor waste outlet and sink strainer required Herbicides/pesticides are not permitted to be discharged to sewer
Fruit and vegetable – retail	Dry basket arrestor for floor waste outlet and sink strainer required (see Notes 3 and 5)
Hairdressing	Dry basket arrestor for floor waste outlet and sink strainer, hair trap
Jewellery shop miniplater  ultrasonic washing precious stone cutting	Miniplater vessel to contain no more than 1.5 L of precious metal solution
	Nil
	If: < 1000 L/d plaster arrestor required > 1000 L/d general purpose pit required
*Medical centre/doctor surgery/physiotherapy *(Only if plaster cast are made onsite)	Plaster arrestor required, if plaster of paris casts are used
Mobile cleaning units carpet cleaning garbage bin washing	20-micron filtration system fitted to a mobile unit
	Dry basket arrestor for floor waste outlet required. Discharge via grease arrestor (if available)
Motel (no hot food prepared and no laundry facility)	Dry basket arrestor for floor waste outlet and sink strainer required (see Note 3) Housekeeping practices (see Note 4)
Nut shop	Dry basket arrestor for floor waste outlet and sink strainer required (see Note 3)

Activity generating waste	Requirements
Optical service - retail	Solids settlement tank/pit required
Pet shop – retail	Dry basket arrestor for floor waste outlet and sink strainer required (see Note 2) Animal litter and any disposable waste products must not be discharged to sewer Organophosphorus pesticides are prohibited to be discharged to sewer
Pizza reheating for home delivery	Housekeeping practices (see Note 4)
Venetian blind cleaning	Nil (see Note 2)

Notes:

1. Where "required" is used, it means as required by council.
2. If activity is conducted outdoors, the work area is to be roofed and bunded to prevent stormwater ingress into the sewerage system.
3. Dry basket arrestors must be provided for all floor waste outlets.
4. Food preparation activities need to comply with sound housekeeping practices including:
  - a. floor must be dry swept before washing
  - b. pre-wiping of all utensils, plates, bowls etc. to the scrap bin before washing up
5. Use of a food waste disposal unit (garbage grinder) and/or a food waste processing unit (food waste digester, composter etc) is not permitted.

## 19. Appendix C - Prohibited or restricted substances and wastes from discharge to sewer

This Appendix provides additional information regarding substances and waste either prohibited or restricted from being discharged to sewer (as indicated in Table 2 of this Policy).

### **C1 Stormwater from open areas**

The ingress of stormwater into the sewerage system can cause operational problems and result in sewer overflows, as the sewerage system does not have the capacity for such flows. Under clause 137A of the Regulation, the discharge of roof, rain, surface, seepage or groundwater to a sewerage system is prohibited unless specifically approved.

However, it may not be practical or feasible to totally prevent stormwater contamination and ingress into a sewerage system from some non-residential premises.

The discharge of limited quantities of stormwater (generally, 10 mm of rain) from sealed areas can be considered when roofing cannot be provided due to safety or other important considerations. In such instances, the applicant should take measures to minimise the contamination of stormwater and the volume of stormwater entering the sewerage system (e.g. first flush systems, flow separation, bunding, on-site detention, etc.). The discharge from unsealed areas is not permitted.

Refer to Trade Waste Management Guidelines 2021 for further information

### **C2 Contaminated groundwater**

Similar to stormwater, discharge of groundwater or seepage water to a sewerage system is prohibited under clause 137A of the Regulation. Accordingly, groundwater extracted during construction activities (e.g. building/road construction activities, vacuum excavation, mining/exploration works, etc.) is not permitted to be discharged to Council's sewerage system directly or indirectly.

However, groundwater previously contaminated by human activities (e.g. service station remediation sites) may be considered for discharge to the sewerage system. Limited quantities of groundwater from remediation projects may be accepted under controlled conditions after appropriate pre-treatment for a limited period.

### **C3 Discharge of landfill leachate**

The discharge of leachate from municipal waste landfills to the sewerage system may be considered under controlled conditions, if there is no other viable option of managing this waste and the discharge is within the Council's acceptance limits.

The proponent when seeking approval to discharge leachate to sewer needs to demonstrate that a sound stormwater management plan has been developed and implemented. The plan needs to address:

- segregation of potentially contaminated areas from uncontaminated areas
- prevention of surface runoff entering leachate collection ponds/dams and to Council sewerage system.
- appropriate pre-treatment to meet Council's acceptance limits.

Only the excess leachate after on-site management within the premise will be considered for sewer discharge, if it meets Council's acceptance criteria. On-site pre-treatment to reduce ammonia levels (and other substances, e.g. PFAS) may also be required.

### **C4 Discharge from float tanks**

Float tanks, often referred to as floatation pods, iso-pods (isolation tank), sensory deprivation systems,

or REST tanks (restricted environmental stimulation therapy tanks) are typically small, enclosed pods containing about 1,000 litres of water. This water usually contains large quantities of Epsom salts (300 - 700 kg of magnesium sulphate), resulting in total dissolved solids concentration up to 700,000 mg/L.

Discharge of such water to sewer is not permitted due to potential adverse impacts associated with the high salt content on the sewer infrastructure and treatment processes. It is also not appropriate to dispose of such waste to septic tanks or on-site soak wells.

If wastewater is proposed to be transported away for off-site management, the operator of such facilities must provide details of liquid waste transporters and written verification from the receiving facilities acknowledging and agreeing to receive such wastewater.

#### **C5 Discharge from Service station forecourts and other refuelling points**

##### **C5.1 New premises**

The discharge of wastewater from service station forecourts and other refuelling points (e.g. at bus depot, etc.) is not permitted.

Refer to NSW EPA Practice Note, titled Managing Run-off from Service Station Forecourts, June 2019, for options for managing such wastewater.

##### **C5.2 Existing premises**

The discharge from existing service stations and other refuelling areas may be permitted, provided appropriate pre-treatment and discharge control requirements are adhered to. Further information is provided in Chapter 3 and Appendix F of the Liquid Trade Waste Management Guidelines 2021.

If a refuelling area is refurbished, then the discharge from this area must be disconnected from the sewerage system.

#### **C6 Discharges from liquefaction and/or pulverisation of solid waste by physical or chemical processes**

The wastewater arising from liquefaction or pulverisation of solid waste by physical (e.g. pulping, macerating) or chemical means (e.g. dissolving solid waste in highly acidic or alkaline solutions) is not permitted to be discharged to the sewerage system.

Accordingly, discharges from the following devices/processes are not permitted.

**Macerators** or similar devices that pulverising of solid waste. Solid waste includes, but not limited to sanitary napkin, placenta, surgical waste, disposable nappy, mache bedpan/urine containers, food waste, disposable products and animal waste (dog/cat faeces, cat litter).

**Food waste disposal units**, also known as in-sink food waste disposers or garbage grinders in commercial premises. Discharges from existing installations in hospitals and nursing homes may be permitted, provided that wastewater is discharged through an adequately sized grease arrestor (additional charges will be applied).

If the kitchen is refurbished, the food waste disposal unit must be removed.

**Alkaline hydrolysis waste**, process where a human or animal tissue is broken down using alkaline solutions at elevated temperatures and pH. The process may be used in animal care facilities, veterinary premises, animal research laboratories, funeral parlours etc. The generated wastewater is of a high strength and may exhibit high loadings on the sewerage system. Accordingly, the wastewater generated by this process is not permitted to be discharged to the sewerage system.

##### **C6.1 Discharge from Solid Food Waste Processing Units (digesters/ composters, etc.)**

Discharge from a solid food waste processing unit (digesters/composters, etc) to a Council's



sewerage system is a Concurrence Classification C discharge (ie. Charging Category 3), hence Council needs to obtain concurrence to its approval from the department for individual applications.

The quality of wastewater from this equipment depends on the type of solid waste feed into it and the effectiveness of the on-site pre-treatment, hence frequent sampling will be required for monitoring and charging purposes. Sampling needs to be undertaken by either a council officer or an independent party acceptable to council.

Appropriate on-site pre-treatment needs to be provided prior to combining with any other liquid waste stream that discharges to the Council's sewerage system.

Each application will be assessed on a case by case basis.

**C7 Use of additives in pre-treatment systems**

The use of bacterial, enzyme and/or odour controlling agents in pre-treatment equipment (eg. in grease arrestors) is prohibited unless specifically approved by Council with the department's concurrence.

**C8 Discharge of disposable products marketed as flushable**

Any disposable solid products including those marketed as "flushable" (eg. wet wipes, cleaning wipes, cat litter, etc.) is not permitted to flush down the sewerage system.

Contrary to manufacturers' claims, flushable wet wipes do not breakdown in the sewerage system similarly to a toilet paper and may cause blockages within the premises or in the Council's sewerage system and may cause raw sewage overflow to the environment.

## 20. Appendix D - Non-residential sewerage and liquid trade waste fees and charges

This Appendix provides information on Council's charging criteria for liquid trade waste customers. Some guidance is also provided on the applicable non-residential sewerage charges.

The best practice pricing for non-residential sewerage and liquid trade waste services are to ensure that liquid trade waste dischargers pay a fair share of the cost of sewerage services provided by Council. Appropriate pricing is essential to provide relevant pricing signals to non residential and liquid trade waste customers to use water and sewerage system efficiently.

### D1 - Non-residential sewerage pricing

A non-residential sewerage bills is based on a cost-reflective two-part tariff with an annual access charge and a uniform sewer usage charge per kL. The total discharged volume to the sewerage system can be either measured (by a flow meter) or estimated using the customer's total water consumption multiplied by a sewer discharge factor.

The sewerage bill for a non-residential customer is calculated as follows:

$$B = SDF \times (AC + C \times UC)$$

Where: B	=	Annual non-residential sewerage bill (\$)
C	=	Customer's water annual consumption (kL)
AC	=	Annual non-residential sewerage access charge as shown below (\$)
SDF	=	Sewer discharge factor
UC	=	Sewer usage charge (\$/kL)

### Access charge

The sewerage access charge is proportional to the square of the size of the water supply service connection.

$$AC = \left( AC_{20} \times \frac{D^2}{400} \right)$$

Where: AC <sub>20</sub>	=	Annual non-residential sewerage access charge for 20 mm water service connection (\$)
D	=	Water supply service connection size (mm)

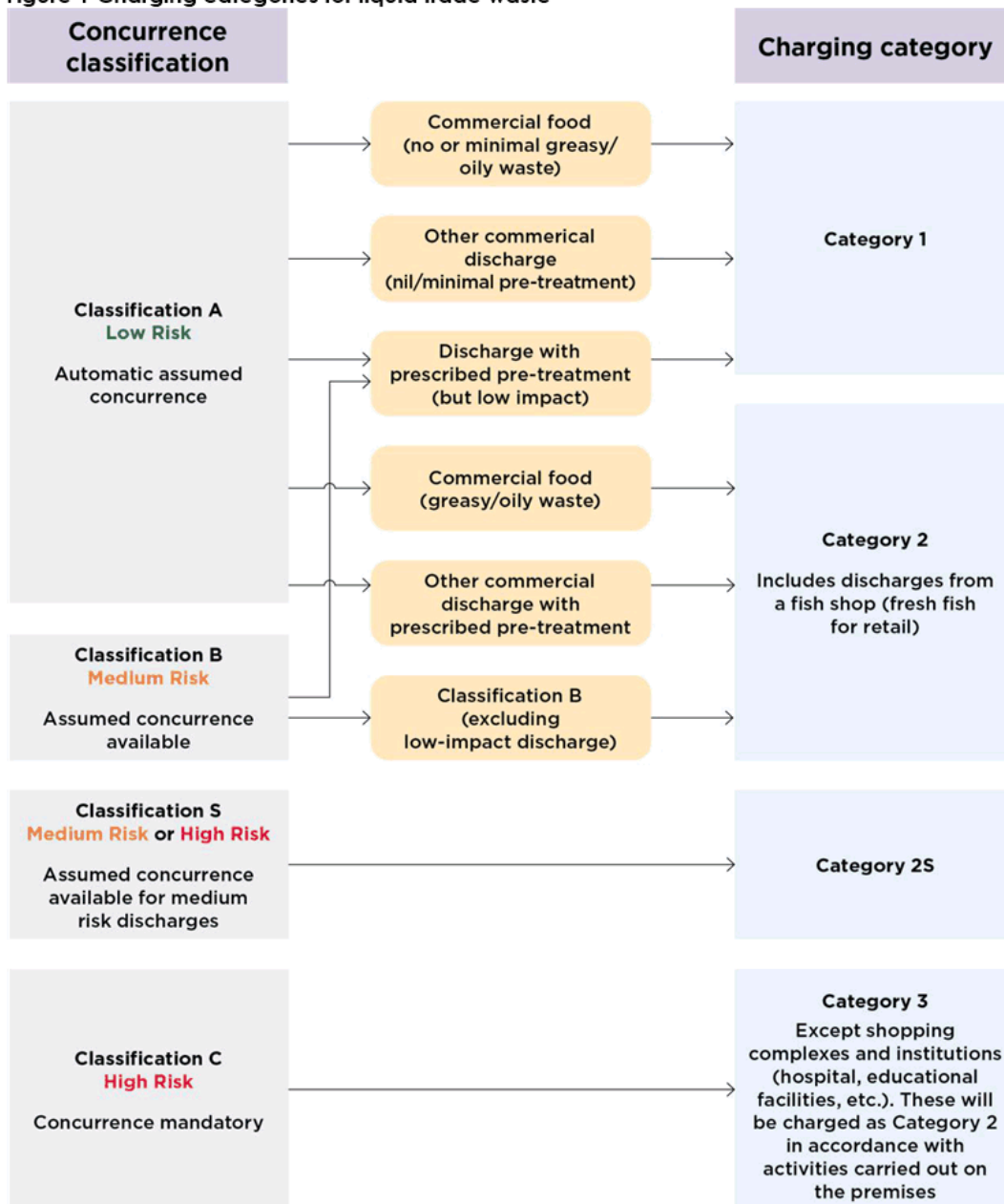
### Sewer Usage charge

The sewer usage charge (\$/kL) is applied for the total volume of wastewater discharged to the sewerage system.

### D2 - Liquid Trade Waste fees and charges

This section describes varies fees and charges associated with liquid trade waste and fees and charges applicable to charging categories. Figure 1 shows the relationship between concurrence classifications and charging categories.

Figure 1 Charging categories for liquid trade waste



In summary, Classification A discharges fall into Charging Category 1 or Category 2. Classification B discharges fall into Charging Category 2, except for a few discharges with low impact on the sewerage system which fall into Category 1. Classification S discharges fall into Charging Category 2S and Classification C discharges fall into Charging Category 3.

**D2.1 - Description of various trade waste fees and charges**

Followings sections describe various trade waste fees and charges and the methodology of calculating them.

#### **D2.1.1 - Application fee**

The application fee recovers the costs of administration and technical services provided by Council in processing a liquid trade waste application. This fee varies for different charging categories to reflect the complexity of processing the application.

#### **D2.1.2 - Annual trade waste fee**

The purpose of this fee is to recover the costs incurred by council for ongoing administration and scheduled inspections, in order to ensure that the discharge complies with the approval conditions. As part of an inspection, Council may undertake monitoring which may include, but is not limited to, flow measurement and the sampling. In general, cost of one inspection is included in the annual fee, in particular for Category 1 and 2 discharges.

Annual liquid trade waste fee varies for different charging categories in order to reflect the complexity of their inspection and administration requirements. In particular, for Category 3 discharges, Council may opt to set the annual fee on a case by case basis to reflect the complexity of monitoring requirements and the extent of inspection.

Refer to section D8.4 with regard to annual fees applicable to premises with **multiple activities**. Council may require a discharger to pay for monitoring (quantity and quality) based on full cost recovery.

#### **D2.1.3 - Inspection fee/re-inspection fee**

Cost of one inspection is usually included in annual liquid trade waste fee for charging categories 1 and 2.

However, it may be required to conduct un-planned inspections or re-inspections of a premise (e.g. non-compliance with approved conditions, investigating an accident, etc.). Also, more frequent inspections may be necessary for large and industrial discharges.

Where **more than one inspection** is undertaken in a financial year and/or the cost of inspections is not included in the annual fee, the cost may be recovered from the discharger as the re-inspection fee.

Council may recover the cost of sample analysis from the discharger, in addition to the re-inspection fee.

#### **D2.1.4 - Renewal fee**

Council may apply a renewal fee if an existing approval needs to be renewed or modified.

#### **D2.1.5 - Category specific charges**

The following sections describe the charging categories and relevant fees and charges. If a discharge is not listed, council will determine (with the consultation of the department) the relevant charging category, based on the quality and the quantity of discharge.

#### **D3 - Category 1 discharger**

This charging category includes:

- Classification A discharges (both commercial retail non-oily/greasy food preparation and other commercial discharges, listed below)
- Classifications B discharges identified as low risk.

Some of the above discharges may require prescribed pre-treatment to be installed however, the treated effluent is considered to have a low impact on the sewerage system.

**Classification A discharges – commercial retail food preparation activities that do not generate or generate minimal oily/greasy waste:** bakery (only bread baked on-site), bistro (sandwiches, coffee only), boarding/hostel < 10 persons, café/coffee shop/coffee lounge (no hot food),

canteen/cafeteria (no hot food), community hall/civic centre (minimal food), day care centre (minimal hot food), delicatessen (minimal or no hot food), fruit and vegetable shop, hotel/motel (minimal hot food), ice cream parlour (take away only), juice bar, mobile food van (no hot food), mixed business (minimal hot food), nightclub (no hot food), nut shop, pie shop (re-heating only), pizza no cooking/reheating (pizza heated and sold for consumption off-site), potato peeling (small operation), sandwich shop/salad bar/snack bar (no hot food), take away food outlet (no hot food), school canteen with minimal hot food.

**Classification A discharges from other commercial activities:** animal wash, beautician/tanning booths/hairdressing, crafts ≤ 1,000 L/d, dental surgery/dental technician (plaster casts), dry cleaning, florist, funeral parlour, jewellery shop, medical centre/physiotherapy (plaster casts), mobile cleaning units, morgue, optical service, pet shop, plants retail (no nursery), non-residential swimming pool/hydrotherapy, veterinary.

**Classification A or B discharges with prescribed pre-treatment and low impact on the sewerage system:** boiler blowdown, cooling tower, industrial boilers, laboratory (analytical/pathology/tertiary institution), laundry/laundromat, primary and secondary school<sup>8</sup>, vehicle washing/detailing (excluding truck washing).

### D3.1 - Category 1 discharger - Liquid trade waste charges

#### D3.1.1 - "Deemed to be approved" discharges

For a discharger in "Deemed to be approved discharges" (refer to Appendix B), the annual liquid trade waste fee for a category 1 discharger will be applicable.

#### D3.1.2 - Category 1 discharger, other than "deemed to be approved"

Category 1 discharger who installs recommended appropriate pre-treatment equipment and maintains them regularly will be required to pay **only** the annual fee nominated for Category 1. Liquid trade waste bill for Category 1 discharger ( $TW_1$ )

$$TW_1 = A_1$$

$A_1$  = Annual liquid trade waste fee (\$) for Category 1

### D4 - Category 2 discharger

Category 2 liquid trade waste dischargers are those discharging waste generated by an activity listed below:

**Classification A discharges – commercial retail food preparation/serving activities that generate oily/greasy waste:** bakery (pies, sausage rolls, quiches, cakes, pastries with creams or custards), bistro, boarding house/hostel kitchen (exceeding 10 persons), butcher, café/coffee shop/coffee lounge (with hot food), cafeteria/ canteen (with hot food), chicken/poultry shop –fresh/roast, retail BBQ/charcoal chicken, day care centre with hot food, club, civic centre/community hall<sup>9</sup>, commercial kitchen/caterer, delicatessen with hot food, fast food outlet, fish shop (retail and cooking on-site), function centre, hotel, ice cream parlour, mixed business (hot food), mobile food van (base), motel, nightclub, nursing home, patisserie, pizza cooking, restaurant, sandwich shop/salad bar/snack bar (with hot food), supermarket, take away food outlet with hot food, school canteen with hot food.

**Classification A discharges – other commercial discharges:** car detailing, craft activities > 1000 L/d, lawnmower repairs, mechanical workshop, stone working, surfboard manufacture (wet process only).

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<sup>8</sup> If significant hot food preparation is carried out, Category 2 charges may be levied by council.

<sup>9</sup> If the type and size of kitchen fixtures installed enable catering for large functions.

**Classification B discharges:** auto dismantler, bus/coach depot, bakery (wholesale), butcher (wholesale) construction equipment maintenance and cleaning, fish co-op, graphic arts, hospital, micro-brewery, oyster processing – shucking, panel beating, radiator repairer, screen printing, service station forecourt, shopping complex, truck washing (platforms/flat beds) and truck washing (external).

#### D4.1 - Category 2 discharger - Liquid trade waste charges

Category 2 discharger who installs appropriate pre-treatment equipment and maintains them will pay annual fee nominated for Category 2 plus the trade waste usage charge.  
Liquid trade waste bill for Category 2 discharger ( $TW_2$ ),

$$TW_2 = A_2 + Q_{TW} \times C_2$$

$A_2$  = Annual liquid trade waste fee (\$) for Category 2  
 $Q_{TW}$  = Total liquid trade waste discharge volume (kL)  
 $C_2$  = Trade waste usage charge (\$/kL)

The liquid trade waste discharge volume is generally estimated by applying a Trade Waste Discharge Factor (TWDF) to the total water consumption unless a discharge meter is installed.

#### D5 - Category 2S discharger

Category 2S dischargers include:

- **transporters who tanker human waste** to council's STWs - septic tank waste (effluent and septage), ablution block waste (blackwater and greywater), portable toilet waste, sludge from on-site aerated wastewater treatment systems (AWTS) for **single households**, waste from pit toilets, night soil.
- **ship-to-shore pump out facility owners/operators** - toilet waste and/or grey water
- **owners/operators of 'dump points'** directly connected to the sewer for disposal toilet waste and/or grey water from a bus or a recreation vehicle (RV), e.g. caravan, motor home.

#### D5.1 - Category 2S discharger - Liquid trade waste charges

##### D5.1.1 - Transported human waste

The transporters of human waste will be required to pay waste disposal charge (\$/kL).  
Liquid trade waste bill for Category 2S waste transporter ( $TW_{TW}$ ),

$$TW_{TW} = A_{TW} + Q_{TW} \times C_{TW}$$

$A_{TW}$  = Annual fee (\$) for transported waste  
 $Q_{TW}$  = Transported human waste volume (kL)  
 $C_{TW}$  = Charging rate (\$/kL) for the transported waste (may vary based on the type of waste transported)

**Note:** Charging rate  $C_{TW}$  can be varied for different type of waste, i.e. septic waste, ablution block waste, sludge from AWTS, pit toilets etc. Refer to Council's annual Management Plan.

##### D5.1.2 - Ship-to-shore waste pump-out facility

The owner/operator of a ship-to-shore waste receival facility will be required to pay an annual fee and waste disposal charge based on the discharge volume (\$/kL), if practical to estimate the discharge volume. If the discharge volume cannot be established, council may negotiate the waste disposal charge based on the expected discharge volume.

Liquid trade waste bill for ship-to-shore pump out facility owner ( $TW_{STS}$ ),

$$TW_{STS} = A_{STS} + Q_{TW} \times C_{STS}$$

A<sub>STS</sub> = Annual fee (\$)  
Q<sub>TW</sub> = Discharge volume (kL) (measured or negotiated)  
C<sub>STS</sub> = Charging rate (\$/kL)

**Note:** The above charges are applicable to owners/operators of ship-to-shore pump out facility discharging such waste directly to council's sewerage system and **not** to individual or commercial boat owners using the facility. This policy does not provide information on how to charge individual boat owners using a facility to dispose of their wastewater.

### D5.1.3 - Waste dump points

Dump points are often located in public places (roadside), hence the monitoring of discharge volumes is not practical. Accordingly, only an annual fee is applied for stand-alone dump points. Liquid trade waste bill for dump point operator (TW<sub>DP</sub>) (if applicable),

$TW_{DP} = A_{DP}$   
A<sub>DP</sub> = Annual fee for dump point (\$)

### D6 - Category 3 discharger

Category 3 liquid trade waste dischargers are those conducting an activity which is of an industrial nature and/or which results in the discharge of large volumes of liquid trade waste to the sewerage system. Any Category 1 or 2 discharger whose volume exceeds the limits shown below becomes a Category 3 discharger (excluding shopping centres and institutions):

Classification A discharge > 20 kL/d

Classification B discharge – as shown in Chapter 5 of the Guidelines.

**Classification C discharges include:** abattoir, acid pickling, adhesive/latex manufacture, agricultural and veterinary drugs, anodising, bitumen and tar, bottle washing, brewery, cardboard and carton manufacture, carpet manufacture, caustic degreasing, chemicals manufacture and repackaging, contaminated site treatment, cooling towers, cosmetics/perfumes manufacture, cyanide hardening, dairy processing\* (milk/cheese/yoghurt/ice cream, etc.), detergent/soaps manufacture, drum washing, egg processing, electroplating, extrusion and moulding (plastic/metal), feather washing, fellmonger, felt manufacture, fertilisers manufacture, fibreglass manufacture, filter cleaning, foundry, food processing\* (cereals/cannery/condiments/confectionary/edible oils/fats/essence/flavours/fish/fruit juice/gelatine/honey/meat/pickles/smallgoods/tea and coffee/vinegar/yeast manufacture, etc.), food waste processing unit (digester/composter), fruit and vegetable processing, flour milling, galvanising, glass manufacture, glue manufacturer, ink manufacture, laboratories (excluding those in Category 1 & 2), liquid wastewater treatment facility (grease trap receipt depot and other pump-out waste depot), metal finishing, metal processing (refining/rumbling/non-cyanide heat treatment/phosphating/photo engraving/printed circuit etching/sheet metal fabrication etc.), mirrors manufacture, oil recycling (petrochemical) and refinery, paint stripping, paint manufacture, paper manufacture, pet food processing, plants nursery (open areas), pharmaceuticals manufacture, plaster manufacture, powder coating, potato processing, poultry processing, printing (newspaper, lithographic), saleyards, sandblasting, seafood processing, slipway, soft drink/cordial manufacture, starch manufacture, sugar refinery, tanker washing, tannery, timber processing (joinery and furniture/plywood/hardwood), textile manufacture (wool dyeing/spinning/scouring), tip leachate, transport depot/ terminal, truck washing (internal), waxes and polishes, water treatment backwash, wholesale meat processing, winery, distillery, wine/spirit bottling.

\* Excluding small boutique, craft or artisan food industries not exceeding the discharge volume shown in the *Liquid Trade Waste Management Guidelines, 2021*.

### D6.1 - Category 3 discharger - Liquid trade waste charges

#### D6.1.1 - Excess mass charges

Category 3 discharger will be required to pay the annual liquid trade waste fee plus excess mass charges.

Liquid trade waste bill for Category 3 discharger ( $TW_3$ ),

$$TW_3 = A_3 + EMC$$

$A_3$  = Annual liquid trade waste fee (\$)\*\*

EMC = Excess mass charges (\$)

Note: \*\*Annual fee may vary for different business activities, depending on the complexity and time taken for inspection.

#### How excess mass charges are calculated

Excess mass charges will be applicable for substances discharged in excess of the 'Deemed Concentrations' in domestic sewage. For the purpose of excess mass charge calculation, the deemed concentrations of substances in domestic sewage are listed in Table D1.

**Table D1 Deemed concentration of substances in domestic sewage**

Substance	Concentration (mg/L)
Biochemical Oxygen Demand (BOD <sub>5</sub> )	300
Suspended Solids	300
Total Oil and Grease	50
Ammonia (as Nitrogen)	35
Total Kjeldahl Nitrogen	50
Total Phosphorus	10
Total Dissolved Solids	1000
Sulphate (SO <sub>4</sub> )	50 <sup>#</sup>

\* The concentration in the potable water supply to be used if it is higher than 50 mg/L.

**NB.** Substances not listed above are deemed not to be present in domestic sewage.

For excess mass charge calculation, equation (1) below will be applied for all parameters including for BOD<sub>5</sub> up to 600 mg/L (but excluding COD and pH).

$$EMC (\$) = \frac{(S - D) \times Q_{TW} \times U}{1,000} \quad (1)$$

Where: S = Concentration (mg/L) of substance in sample  
 D = Concentration (mg/L) of substance deemed to be present in domestic sewage  
 $Q_{TW}$  = Volume (kL) of liquid trade waste discharged to the sewerage system  
 U = Unit charging rate (\$/kg) for the substance (note that this rate varies from substance to substance. Refer to council's annual Management Plan for charging rates for various substances)

#### D6.1.2 Excess mass charges for BOD

##### BOD up to 600 mg/L

Equation (1) applies for BOD<sub>5</sub> up to 600 mg/L. Note that there are no excess mass charges if the BOD does not exceed 300 mg/L (deemed concentration of BOD in domestic sewage).

##### Excess mass charges for BOD exceeding 600mg/L

If council approves the acceptance limits for BOD<sub>5</sub> higher than 600mg/L, an exponential type equation will be used for calculation of the charging rate  $U_e$  (\$/kg) as shown in equation (2). This provides a strong incentive for dischargers to reduce the strength of waste. Note that equation (5) will be used where the discharger has failed to meet their approved BOD limit on more than two instances in a financial year.



U<sub>e</sub> is the excess mass charging rate U<sub>e</sub> (\$/kg) for BOD is calculated as:

$$U_e = 2C \times \frac{(\text{Actual BOD} - 300\text{mg/L})}{600\text{mg/L}} \times 1.05 \frac{(\text{Actual BOD} - 600\text{mg/L})}{600\text{mg/L}} \quad (2)$$

Where: C = Charging rate (\$/kg) for BODs 600mg/L  
 Actual BOD = Concentration of BODs as measured in a sample

**D6.2 - Tankered Category 3 waste**

In some instances, liquid waste that falls into Charging Category 3 is transported to the STW. Examples of such waste may include tankered landfill leachate or dairy waste from un-sewered areas. In such instances, council will determine the appropriate approval holder (waste generator or the transporter) and invoice accordingly.

**D7 - Non-compliance liquid trade waste charges**

**Non-compliance charges for Category 1 and 2 dischargers**

If the discharger has not installed or maintained appropriate pre-treatment equipment, the following non-compliance trade waste usage charges will be applied for the relevant billing period:

**D7.1 - Category 1 discharger - non-compliance charges**

The trade waste usage charge (\$/kL) as per Council’s Management Plan will be applied.

**D7.2 - Category 2 discharger – non-compliance charges**

For Category 2 discharger, a non-compliance charge will be levied as outlined in the Council’s Management Plan.

Dischargers who have an undersized grease arrestor and improved the effluent quality by other means (e.g. increased pump-outs, installing additional pre-treatment equipment, etc.) will pay a trade waste usage charges in accordance with a Category 2 discharger.

Dischargers who cannot install a grease arrestor or those who have an arrestor with capacity significantly less than the required size and are unable to improve the effluent quality by means described above will have to pay non-compliance trade waste usage charges, as per category 2 non-compliance charge above.

**D7.3 - Non-compliance charges for Category 3 discharger**

If a discharger in charging Category 3 fails to comply with the acceptance limits specified in council’s approval conditions, following non-compliance charges will be applicable.

**D7.3.1 - Non-compliance pH charge**

If the pH of the waste discharge by Category 3 discharger is outside the approved range, equation (3) is used for the calculation of non-compliance pH charges. This equation provides an incentive for dischargers to install and properly maintain a pH correction system, so their waste remains within the approved pH limits.

Charging rate for pH, if outside the approved range =

$$K \times | \text{actual pH} - \text{approved pH} | \# \times 2 | \text{actual pH} - \text{approved pH} | \# \quad (3)$$

# Absolute value to be used.

K = pH coefficient in \$

**Example 4:**

Council has approved the pH range 7.0 to 9.0 for a large discharger. pH coefficient (K) listed in

council's Management Plan is \$0.45

**Case 1:** pH measured 6.0

Charging rate for pH (\$/kL) = 0.45 x |6 - 7|<sup>#</sup> x 2 |6-7|<sup>#</sup> = \$0.90/kL

**Case 2:** pH measured 11.0

Charging rate for pH (\$/kL) = 0.45 x |11 - 9|<sup>#</sup> x 2 |11-9|<sup>#</sup> = \$3.60/kL

# Absolute value to be used.

### D7.3.2 - Non-compliance excess mass charges

Equation (4) shall apply for non-compliance excess mass charges for various substances, except for BOD<sub>5</sub> where equation (5) shall apply to calculate the charging rate.

$$\text{Non - compliance Excess Mass Charges (\$)} = \frac{(S-A) \times Q \times 2U}{1000} + \frac{(S-D) \times Q \times U}{1000} \quad (4)$$

Where: S = Concentration (mg/L) of a substance in sample  
 A = Approved maximum concentration (mg/L) of pollutant as specified in council's approval (or liquid trade waste policy)  
 Q = Volume (kL) of liquid trade waste discharged for the period of non-compliance  
 U = Excess mass charging rate (\$/kg) for the substance, as shown in council's annual Management Plan  
 D = Concentration (mg/L) of the substance deemed to be present in domestic sewage

### D7.3.3 - Non-compliance excess mass charges for BOD

The non-compliance excess mass charging rate (U<sub>n</sub>) for BOD<sub>5</sub> is calculated by using equation (5): U<sub>n</sub> is the BOD<sub>5</sub> non-compliance excess mass charging rate in (\$/kL).

$$U_n = 2C \times \frac{(A - 300\text{mg/L})}{600\text{mg/L}} \times 1.05^{\frac{(A - 600\text{mg/L})}{600\text{mg/L}}} + 4C \times \frac{(\text{Actual BOD} - A)}{600 \text{ mg/L}} \times 1.05^{\frac{(\text{Actual BOD} - A)}{600\text{mg/L}}} \quad (5)$$

## D8 - Other applicable liquid trade waste charges

### D8.1 - Solid food waste processing unit

Discharge of waste from a solid food waste processing unit (digester/composter) is classified as Concurrence Classification C and is in charging Category 3.

Excess mass charges for all parameters in excess of the deemed concentrations in domestic sewage and non-compliance charges, above the council's acceptance limits, will be applicable to the waste stream from such equipment (refer s. D6.1. for further information).

In addition, the discharger needs to bear the cost of frequent sampling as the quality of wastewater dependent on the solid waste input to the processing unit and the effectiveness of the on-site pre-treatment equipment.

### D8.2 - Discharge of stormwater from large open areas or large quantities of groundwater to the sewerage system

The discharge of roof, rain, surface, seepage or ground water to the sewerage system is prohibited under clause 137A of the Local Government (General) Regulation 2021 and this policy.

Consideration will be given to the acceptance of limited quantities of contaminated stormwater (first flush stormwater) based on a case-by-case assessment.

If stormwater run-off from a large areas or groundwater is approved for discharge to sewer for a Category 3 discharger (e.g. saleyards), a volume based charge similar to the non-compliance usage charging rate (\$/kL) for Category 2 will be applied (e.g. 5 to 10 times of Usage charging rate listed in council's Management Plan. Excess mass charges may be also applied to such discharges.

D8.3 - Charges for premises with multiple liquid trade waste streams.

**Examples of premises with multiple waste streams include:**

- shopping centres
- commercial strata units
- institutions, e.g. hospitals, tertiary educational facilities and correctional centres
- other premises with multiple waste streams, e.g. premises comprising food cooking/serving activities and "Boutique/artisan food" businesses. For example, a liquid trade waste application may include a restaurant or a hotel, a microbrewery, a chocolate making and/or a cheese making shops, all located on the same site.

**D8.3.1 - Shopping centre**

Council will apply a trade waste usage charge based on the estimated trade waste discharge volume.

The annual liquid trade waste fee will be levied as follows:

Pre-treatment	Annual fees
Individual pre-treatment equipment	A bill to the management that covers all discharges in accordance with the relevant charging category
Shared pre-treatment equipment	Annual fee to centre management as per management plan for category 2, which covers up to four waste streams.

**D8.3.2 - Commercial strata title units**

Councils will issue individual liquid trade waste bills to each owner of the strata title unit

**D8.3.3 - Hospitals, tertiary educational facilities and correctional centres**

Council will generally issue a liquid trade waste bill to the management of the above premises. The annual fee will be in accordance with the relevant charging category, which is category 2 for hospitals and educational facilities. A correctional centre may fall into category 3 if industrial activities are carried out on-site.

Council will apply trade waste usage charge based on the estimated trade waste discharge volume.

If food preparation activities are carried out by an outside contractor, e.g. take away food outlets in the educational facilities. Council may issue a separate liquid trade waste bill to such individual shops, where practical. It may require an individual water meter or a check meter to be installed at the relevant service line.

**D8.3.4 - Other premises with multiple waste streams**

There are some premises where various "boutique type" businesses are located on the same site as restaurants, café, etc. For example, a premise may include a restaurant, a microbrewery, a chocolate making shop and a cheese making business, all owned by the same owner. When a liquid trade waste application includes a few different activities on the same site, council will assess the application and determine the relevant charging categories and applicable fees and charges. For situations where there are combined liquid waste streams that belong to charging category 2 (classification A and B) and 3 (classification C) and when the category 2 discharge is predominant category 3 trade waste fees and charges be applicable only to classification C discharge and the rest of the site be charged as category 2.

## 21. Appendix E – List of Discharges Council may Approve

Discharges from activities that Council can process without seeking Department concurrence, subject to complying with certain requirements.

### E1 - Classification A

Food preparation/serving, generating liquid waste, up to 16 kL/day	Other Activities generating liquid waste, up to 5 kL/day
Bakery (retail)	Animal wash (pound, stables, racecourse, kennels, mobile animal wash)
Bed and Breakfast (<10 persons)	Beautician
Bistro	Boiler blowdown
Boarding house/hostel kitchen	Car detailing
Butcher (retail)	Cooling towers
Café/coffee shop/coffee lounge	Craft activities (pottery, ceramics, cutting and polishing of gemstones or making of jewellery)
Canteen	Dental surgery
Cafeteria	Dental technician
Chicken/poultry shop (fresh chicken/game, retail, barbeque/roast chicken)	Dry-cleaning (separator water, boiler)
Club (kitchen wastes)	Florist
Commercial kitchen/caterer	Funeral parlour/morgue
Community hall/civic centre/function centre (kitchen waste)	Hairdressing
Day care centre	Jewellery shop
Delicatessen	Laboratory (pathology/analytical)
Doughnut shops	Laundry or laundromat (coin operated)
Fast food outlets (McDonalds, KFC, Burger King, Hungry Jack, Pizza Hut, Red Rooster, etc.)	Lawnmower repairs
Fish shop (retail—fresh and/or cooked)	Mechanical repairs/workshop
Fruit and vegetable shop (retail)	Medical centre/doctor surgery/physiotherapy—plaster of paris casts, laboratory
Hotel	Mobile cleaning units
Ice-cream parlour	Nursing home (other than food-related activities)
Juice bar	Optical services
Mixed business	Per shop (retail)
Mobile food van	Photographic tray work/manual development
Motel	Plants retail (no nursery or open space)
Nightclub	School (other than kitchen waste)
Nursing home kitchen	Stone working

Food preparation/serving, generating liquid waste, up to 16 kL/day	Other Activities generating liquid waste, up to 5 kL/day
Nut shop	Surfboard manufacturing (wet process only)
Patisserie	Swimming pools/spas/hydrotherapy pools
Pie shop	Vehicle (car) washing (by hand/wand, automatic car wash/bus wash/external truck wash or underbody/engine degrease only)
Pizza shop	Venetian blind cleaning
Restaurant	Veterinary surgery
Salad bar	
Sandwich shop	
School – canteen, home science	
Snack bar	
Supermarket (with butcher/ bakery/ delicatessen/seafood or roasted chicken)	
Take away food shop	

**E2 - Classification B**

Activity	Maximum daily discharge volume (kL)
Auto-dismantler	20
Bus/coach depot with an existing refuelling point and/or a dump point	20
Bakery (wholesale) – bread only	16
Boutique, craft or artisan food: e.g. honey processing, confectionary, jams, pickles, juices, cheese	1 (not to exceed 5 kL/week)
Butcher (wholesale)	16
Construction equipment and equipment hire maintenance and cleaning	20
Cooling towers over 500 L/h (non-industrial)	20
Educational facilities – tertiary institution (TAFE, university, etc.)	No limit
Engine reconditioning	5
Fish co-op	20
Hospital	No limit
Laboratory Tertiary Institution, except animal health or agricultural research, PC2 and PC3 laboratories	5
Micro brewery	5 (not to exceed 10 kL/week)
Oyster processing – shucking	20
Panel beating	20
Photographic - Graphic arts	5
Radiator repair	5
Screen printing	20
Service station covered forecourt/ other refuelling points (existing only)	5
Shopping complex	No limit
Truck washing - truck platforms/flatbed/garbage truck	20
More than four (4) Concurrent Classification A discharges from a single premises or a complex (excluding discharges from activities deemed to be approved on the list shown in Appendix D).	Refer to volume restrictions for the relevant activity

## 22. Appendix F – Framework for Regulation of Liquid Trade Waste

### F1 - The NSW framework for regulation of sewerage and trade waste

The NSW framework is driven by the NSW Government's *Best Practice Management of Water Supply and Sewerage Guidelines, 2007*. Sound regulation of sewerage and liquid trade waste is a key element of the 2007 guidelines, and requires each council to implement all the following integrated measures:

1. Preparation and implementation of a sound trade waste regulation policy, assessment of each trade waste application and determination of appropriate conditions of approval. The conditions must be consistent with the LWU's *Integrated Water Cycle Management Strategy* and demand management plan. In addition, execution of a liquid trade waste services agreement is required for large dischargers to assure compliance.
2. Preparation and implementation of a sound *Development Servicing Plan*, with commercial sewerage developer charges to ensure new development pays a fair share of the cost of the required infrastructure.
3. Full cost recovery with appropriate sewer usage charges and trade waste fees and charges in order to provide the necessary pricing signals to dischargers. These charges must include non-compliance trade waste usage charges and non-compliance excess mass charges in order to provide the necessary incentives for dischargers to consistently comply with their conditions of approval.
4. Monitoring, mentoring and coaching of dischargers in order to achieve cleaner production and assist them to comply with their conditions of approval.
5. Enforcement, including appropriate use of penalty notices in the NSW legislation. Orders may also be issued under the *Local Government Act 1993*.
6. Disconnection of a trade waste service in the event of persistent failure to comply with the LWU's conditions of approval.

Together, the above six measures comprise the NSW framework for regulation of sewerage and trade waste. The framework involves a preventive risk management approach, which has been developed to address the use of common pool resources by providing economic incentives for dischargers to minimise their waste and to consistently comply with their conditions of approval.

### F2 - Alignment with the national framework for wastewater source management

The NSW framework for regulation of sewerage and trade waste is outlined in section 3.1. The NSW framework is driven by the NSW Government's *Best-Practice Management of Water Supply of Sewerage Guidelines, 2007* and is consistent with that in the *National Framework for Wastewater Source Management*.<sup>10</sup>

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<sup>10</sup> The following 12 elements of the *National Framework for Sewage Quality Management* are set out on page 18 of the *Australian Sewage Quality Management Guidelines, June 2012*, WSAA:

#### COMMITMENT

1. Commitment to Wastewater Source Management

#### SYSTEM ANALYSIS and MANAGEMENT

2. Assessment of the Wastewater System
3. Preventive Measures for Wastewater Input Quality Management
4. Operational Procedures and Process Control
5. Verification of Wastewater Inputs Quality
6. Management of Incidents/Complaints and Emergencies

#### SUPPORTING REQUIREMENTS

7. Employee Awareness and Training
8. Customer and stakeholder involvement and awareness
9. System Validation and Research and Development

In particular, under the *Best-Practice Management Guidelines* each LWU is required to achieve the following outcomes:

- Prepare and implement a 30-year Integrated Water Cycle Management Strategy, demand management plan, pay-for-use water supply pricing and community and customer involvement (Elements 1, 6, 8)
- Annual performance monitoring, including an annual triple bottom line (TBL) Performance Report and Action Plan to identify and address any areas of under-performance (Elements 5, 6, 9, 10, 11, 12)
- Achieve full cost recovery for water supply, sewerage and trade waste services and apply an appropriate non-residential sewer usage charge (Elements 3, 8)
- Prepare and implement a sound trade waste regulation policy and issue an appropriate approval to each trade waste discharger, including waste minimisation and cleaner production (Elements 1, 2, 3, 4, 7, 8)
- Appropriate trade waste fees and charges (including incentives to comply with LWU's approval conditions through non-compliance trade waste usage charges and non-compliance excess mass charges) (Elements 3, 8)
- Trade waste services agreement for large dischargers to assure compliance (Elements 3, 8)
- Appropriate training of LWU staff and monitoring, mentoring and coaching of trade waste dischargers (Elements 1, 4, 5, 7, 8)
- Enforcement, including appropriate use of penalty notices or orders (Elements 3, 8)
- Disconnection of a trade waste service in the event of persistent failure to comply with the LWU's conditions of approval (Element 8).

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10. Documentation and Reporting

REVIEW

11. Evaluation and Audit

12. Review and Continual Improvement

## 23. Appendix G – Legislative Provisions

Provisions in the Local Government (General) Regulation 2021 in regard to acceptance of liquid trade waste into the sewerage system.

### **Clause 25 Matters to accompany applications relating to discharge into sewers**

An application for approval to discharge trade waste into a sewer under the control of a Council or that connects with such a sewer must be accompanied by the information required by Table 1 to the Liquid Trade Waste Management Guidelines\*.

### **Clause 28 Approval to discharge waste into sewers: concurrence required**

A council must not grant an approval under [section 68](#) of [the Act](#) to discharge trade waste (whether treated or not) into a sewer of the council unless the Director-General\* of the Department of Trade and Investment, Regional Infrastructure and Services (or that Director-General's nominee) has concurred with the approval.

**Note:** [Section 90](#) (2) of [the Act](#) permits any person or authority whose concurrence is required before an approval may be granted to give the council notice that the concurrence may be assumed (with such qualifications or conditions as are specified in the notice).

### **Clause 32 Disposal of trade waste**

- (1) An approval to dispose of trade waste into a sewer of the council is subject to such conditions (if any) as the council specifies in the approval.
- (2) In imposing any such conditions, the council is to have regard to the matter set out in Table 5 to the Liquid Trade Waste Management Guidelines\*.

### **Clause 159 Prevention of waste and misuse of water**

The owner, occupier or manager of premises to which water is supplied by the council must:

- (a) prevent waste of water by taking prompt action to repair leaking taps, pipes or fittings located on the premises.
- (b) take any other action that is reasonable to prevent waste and misuse of water.

### **137A Substances prohibited from being discharged into public sewers**

- (1) For the purposes of [section 638](#) of [the Act](#) (Discharge of prohibited matter into sewer or drain), roof, rain, surface, seepage or ground water is prescribed as prohibited matter.
- (2) This clause does not apply in relation to:
  - (a) a discharge that is specifically approved under [section 68](#) of [the Act](#), or
  - (b) a discharge into a public drain or a gutter of a council, or
  - (c) a discharge in an area of operations within the meaning of the [Sydney Water Act 1994](#) or the [Hunter Water Act 1991](#).

### **143 Inspection of pipes and drains and measurement of water and sewage**

- (1) The council may, at any reasonable time:
  - (a) inspect any service pipe connected to a water main, and
  - (b) inspect any drain connected to a sewer main, and
  - (c) install meters or other devices for measuring the quantity of water supplied to, or the quality and quantity of sewage discharged from, premises, and
  - (d) measure the quantity of water supplied to, or the quality and quantity of sewage discharged from, premises, and

---

\* In accordance with the *Government Sector Employment Act 2013*, this is the Secretary of the NSW Department of Industry.



- (e) inspect any pre-treatment devices connected to the council's sewerage system.
- (2) The occupier of the relevant premises must provide to the council such information as it requires to enable it to estimate the quantity of water actually supplied to, or the quality and quantity of sewage actually discharged from, the premises.
- (3) In this clause,
  - "pre-treatment device" means any device used to reduce or eliminate contaminants in trade waste, or to alter the waste's nature, before it is discharged into a sewer.

**SCHEDULE 12 – Penalty notice offences**

Column 1	Column 2
Offence under <a href="#">Local Government Act 1993</a>	Penalty
<a href="#">Section 626</a> (3)-carry out without prior approval of council an activity specified in item 4 of Part C (Management of waste) of the Table to <a href="#">section 68</a>	\$330
<a href="#">Section 627</a> (3)-having obtained the council's approval to the carrying out of an activity specified in item 4 of Part C (Management of waste) of the Table to <a href="#">section 68</a> , carry out the activity otherwise than in accordance with the terms of that approval	\$330

\* "Liquid Trade Waste Management Guidelines" means the Guidelines of that name produced by the Department of Energy, Utilities and Sustainability in March 2005, as in force from time to time. The 2005 Guidelines have now been superseded by Liquid Trade Waste Management Guidelines, 2021.



LEETON  
SHIRE COUNCIL

**DRAFT**  
**REPLACEMENT OF WATER METERS**  
**POLICY**  
JULY 2022

## DOCUMENT CONTROL

<b>RESPONSIBLE OFFICER:</b>	Manager Water and Wastewater				
<b>REVIEWED BY:</b>	Senior Management Team				
<b>LINK TO CSP/DELIVERY PROGRAM/OPERATIONAL PLAN:</b>	Theme 5 – A quality-built environment – 15a – Supply treated water to urban centres – 15a.02 – Provide and maintain reticulation services in Leeton, Yanco, Wamoon and Murrumbidgee.				
<b>DATE ADOPTED:</b>					
<b>ADOPTED BY:</b>	Council				
<b>RESOLUTION NO: (IF RELEVANT):</b>					
<b>FOR PUBLICATION:</b>	<input type="checkbox"/> INTRANET <input type="checkbox"/> COUNCIL WEBSITE <input checked="" type="checkbox"/> BOTH				
<b>REVIEW DUE DATE:</b>	July 2025				
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1	27/10/04				
2	26/06/13				13/136
3	13/7/22	Policy content transferred to new policy template. No amendments made.	Manager WWW		

## REVIEW OF THIS POLICY

This document will be reviewed every 4 years or as required in the event of legislative changes or operational requirements.

Any major amendments to the document must be made by way of a Council Resolution. Minor amendments such as corrections to spelling, changes to wording for improved clarity, formatting and updates to the Appendixes may be made without approval from the Council.

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## 1. Purpose

The purpose is to assist staff in replacing water meters and where owners request to be levied for a smaller water service connection to their property.

Council has adopted access charges based on the water meter size to each property in implementing best practice water pricing. Increased sizes above 20mm/25mm attract higher charges to reflect the instantaneous demand that could be placed on the water supply system by the draw off to that property.

For some time Council has permitted a maximum standard size of 20mm for metering residential properties, to ensure that water availability during peak demands is equally distributed to each property by having uniform size metering.

Prior to this practice being implemented, property owners had the option of 25mm and larger service connections and meters. However, with a limited supply available through a 100mm and 150mm water main system, it is necessary to provide water availability throughout the system in an equitable manner on a needs basis. Council can only permit a maximum standard size of 20mm for metering residential properties, to ensure that water availability during peak demands is equally distributed to each property by having uniform size metering.

Council has an obligation to the Minister for the implementation of Demand Management principles to reduce the demand on the water supply treatment storage and distribution system. This will assist in delaying the need to augment the existing infrastructure, with large savings in capital expenditure.

Current water reforms are placing greater accountability on water utilities for promoting reduction of water usage, and best practice management.

## 2. Scope

This policy applies to all existing and future water connections to properties.

## 3. Roles and Responsibilities

Manager of Water and Wastewater is responsible for reviewing and implementing this policy.

The actual meter replacements will be delegated to the direct/indirect reporting line below the Manager.

The meter replacement may be delegated to external contractors.

## 4. Supporting Documents

Leeton Shire Council, Integrated Water Cycle Management Plan (2009)  
Leeton Shire Council, Water Conservation and Demand Management Strategy  
Leeton Shire Council, Asset Management, Preliminary Strategic Implementation Plan

## 5. Legislation

*Local Government Act 1993*

## Appendix A – Policy Procedure

The following guidelines will apply to any request for connection of town water, and replacement of existing water meters:

- That Council, in its ongoing water meter replacement program include the replacement of existing residential water service meters greater than 25mm, with a maximum size of 25mm.
- That the Council provide a water service with a minimum flow rate during normal off peak demand periods, at the property boundary of 0.5 litres/sec where possible.
- That the replacement of existing larger water meters with smaller water meters at the request of property owners, be included in the water meter replacement program on a prioritised basis, taking into account the age of the meter, accuracy of recordings at low flows, serviceability and suitability of the meter etc.
- In conjunction with Council's water main replacement program, all replacement meters for residential connections be a uniform 20mm, subject to satisfying 2 above, or 25mm for those properties with an existing 25mm or larger meter installed.
- That all new connections to residential properties and subdivisions be metered with a standard 20mm water meter. This will include individual metering of units in a strata subdivision where practicable.
- That all requests for non residential connections be considered on an individual basis. This will apply for connections for commercial and industrial development, schools etc, taking into account usage requirements, fire protection requirements etc.
- All new connections to rural holdings will be considered as residential connections, with the fitment of a standard 20mm meter.



LEETON  
SHIRE COUNCIL

**DRAFT**  
**PRIVATE WORKS POLICY**  
JULY 2022

## DOCUMENT CONTROL

<b>RESPONSIBLE OFFICER:</b>	Group Manager Operations				
<b>REVIEWED BY:</b>	Senior Management Team				
<b>LINK TO CSP/DELIVERY PROGRAM/OPERATIONAL PLAN:</b>					
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1	23/10/2002				02/568
2	26/06/2013				13/136
3	22/02/2017				17/018
4	27/7/2022	No content change – in new format	Group Manager Operations		

## REVIEW OF THIS DOCUMENT

This document will be reviewed every 4 years or as required in the event of legislative changes or operational requirements.

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## 1. Purpose

To provide the community with access to Council's skill, plant and equipment on a commercial fee for service basis, without disadvantaging local contractors and subject to it being convenient to Council's works program.

Where it is not possible for works to be carried out by local contractors, this sets out a framework for performing private works that is transparent, objective and consistent.

## 2. Scope

This policy document applies to Council employees who have delegation to authorise private works.

## 3. Roles and Responsibilities

There are several positions in the organisation that a responsibility under this policy:

### 3.1 General Manager

The General Manager has ultimate authority to authorise private works and determine which staff are delegated to authorise private works.

### 3.2 Group Managers

Group Managers are accountable for ensuring staff are resourced to undertake private works as well as ensuring adherence to Council's policies and procedures. Group Managers must manage any breach of the Policy within their areas of responsibility.

### 3.3 Managers

Council's Managers have the following responsibilities:

- Liaising with members of the public or companies to scope and estimate costs of private works.
- Ensuring that appropriate cost centres (Ledgers and Work Orders) are set up to accurately capture costs for invoicing purposes.
- Ensuring that invoices are issued promptly after private works are complete.

## 4. Definitions

**Private Works** – Construction or maintenance of civil infrastructure that is not owned, operated or the responsibility of Leeton Shire Council.

## 5. Supporting Documents

Private Works Agreement Form  
Request for Debtors Invoice Form

## 6. Legislation

*Local Government Act 1993*

## 7. Policy Procedure

1. A request to undertake private works is received. This request should be written in email format as

a minimum standard.

2. The relevant Manager will liaise with the requestor to finalise the detailed scope of works. An estimated cost and timeframe will be determined. These details will be detailed on the Private Works Agreement Form.
3. The Form will be issued to the requestor. Once the requestor is happy with the agreement they will sign the form, authorising the works to proceed. Once authorisation is obtained, the Manager will request an invoice is raised for a 50% deposit of the estimated cost of the works.
4. Once the deposit has been paid the Manager will organise and ensure the works are undertaken to the scope.
5. Once works are complete, the Manager will request an invoice is raised to the requestor for the remaining outstanding works. Where relevant, works will be undertaken and charged as per Council Revenue Policy and fees and charges.



**LEETON**  
SHIRE COUNCIL

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Website: [www.leeton.nsw.gov.au](http://www.leeton.nsw.gov.au)

---

## Private Works Agreement

---

Trim No.

The agreement is for the following works to be undertaken:

**SCOPE OF WORKS**

ESTIMATE COST \$.....

I .....  
of .....  
agree to pay Leeton Shire Council the amount of \$.....  
to undertake the works as described in this agreement.



LEETON  
SHIRE COUNCIL

**DRAFT**  
**LEETON SHIRE BIOSECURITY WEED  
MANAGEMENT PLAN**  
JULY 2022

## DOCUMENT CONTROL

<b>RESPONSIBLE OFFICER:</b>	Regulatory Services Coordinator				
<b>REVIEWED BY:</b>	Manager, Planning Building and Health				
<b>LINK TO CSP/DELIVERY PROGRAM/OPERATIONAL PLAN:</b>	8.4 – Deliver Noxious Weeds Management via NSW government endorsed Weeds Action Plan				
<b>DATE ADOPTED:</b>	25 May 2022				
<b>ADOPTED BY:</b>	Leeton Shire Council				
<b>RESOLUTION NO: (IF RELEVANT):</b>					
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1	22/2/17			Council	Res 17/018
2	27/7/2022	Noxious Weeds Plan Redundant New Legislation Biosecurity Act Noxious Weeds Act repealed	Regulatory Services Coordinator	Council	

## REVIEW OF THIS DOCUMENT

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## 1. Introduction

Located in the Riverina 584km from Sydney, 470km from Melbourne and 371km from Canberra, Leeton is the second largest regional centre in the Western Riverina region outside of Griffith and plays an integral role in value-added agricultural processing, agriculture, education and research, transport and logistics.

Leeton is the birthplace of the Murrumbidgee Irrigation Area and was purposely built as part of the Murrumbidgee Irrigation Scheme. Being 1,167 square kilometres in size, Leeton Shire includes the towns of Yanco and Whifton and the villages of Murrami and Wamoon.

Water is central to Leeton Shire. The Murrumbidgee River and the Ramsar-listed Fivebough and Tuckerbil Wetlands plays an important part in the local ecology. Up to 174 bird species have been recorded at the Wetlands during the warmer months, many of those being migratory birds from the northern hemisphere.

## 2. Implementation of the Biosecurity Act 2015

On 1 July 2017, the NSW *Biosecurity Act 2015* (the Act) became the primary legislation dealing with weed management in NSW. The Act supersedes the Noxious Weeds Act 1993 and operates on a risk management framework, providing flexibility in the development and implementation of weed management programs at a local level based on the level of risk that a weed poses to the local economy, environment and/or community.

The primary objective of the Act is to provide a framework for the prevention, elimination and minimisation of a wide range of biosecurity risks, including pest animals, diseases, contaminants and weeds. In relation to the management of weeds, the Act aims to prevent the introduction of new weeds into or within the State, to eradicate new incursions quickly and efficiently and to minimise the impact of widespread established weeds.

This plan identifies the **priority weeds** with which Leeton Shire Council maintains an active management and compliance program. It also specifies the extent to which land managers within the Leeton Local Government Area (LGA) must manage these priority weeds in the absence of State legislated requirements. The weeds identified in this plan are priority weeds and funded by the NSW Government.

**Widespread weeds** such as Patterson's Curse and Silverleaf Night Shade are not included in Council's Biosecurity Weed Management Plan as they are not routinely funded by the government as part of the adopted Regional Weed Action Plan. However, from time to time ad hoc special funding is received for these widespread weeds which Council will deal with as part of its nuisance weeds program.

### 2.1 Prohibited Matter

Schedule 2 of the Act identifies weeds which are legislated as Prohibited Matter throughout NSW. These weeds are subject to specific restrictions relating to the possession, purchase, sale, movement and other dealings as identified in the Act. A person who becomes aware of the presence of a prohibited weed, or suspects that a prohibited event has occurred, is occurring or is about to occur must immediately notify Council.

### 2.2 Mandatory Measures

Schedule 3 of the Biosecurity Regulations 2017 (the Regulations) identifies a number of weeds with which mandatory measures apply. The mandatory measures applying to these weeds are detailed in Clause 33 of the Regulations as 'a person must not import into the State or sell' any listed plant.



## 2.3 General Biosecurity Duty

Many priority weeds within the Leeton Shire are not subject to Prohibited Matter restrictions or to mandatory measures. To ensure that the risk posed by all weeds is prevented, eliminated or minimised, the Act requires land managers to manage all weeds in accordance with their 'General Biosecurity Duty'.

General Biosecurity Duty is referred to in Section 22 of the Act as "Any person who deals with biosecurity matter or a carrier and who knows, or ought reasonably to know, the biosecurity risk posed or likely to be posed by the biosecurity matter, carrier or dealing has a biosecurity duty to ensure that, so far as reasonably practicable, the biosecurity risk is prevented, eliminated or minimised".

Although the general biosecurity duty applies broadly, there are a number of elements that must be satisfied. These are well defined by NSW Department of Primary Industries at (<https://www.dpi.nsw.gov.au/biosecurity/biosecurity-legislation/general-biosecurity-duty>) as:

**Dealing with** – the general biosecurity duty only applies to a person who 'deals with' biosecurity matter or a carrier of biosecurity matter. 'Deal with' includes a wide range of activities, which are listed in section 12 of the Act. Some examples of dealing with biosecurity matter are; to keep, possess, grow, breed, move, supply or manufacture biosecurity matter.

**Knowledge** – a person must know, or ought reasonably to know, that there is or is likely to be a biosecurity risk arising from the biosecurity matter, carrier or 'dealing'. This will be a question of fact and will depend on the circumstances of each situation.

**People who know or ought reasonably to know will** generally include people who deal with biosecurity matter or carriers on a regular basis as part of a commercial or recreational activity, and people who work professionally (i.e. 'deal') with a particular type of biosecurity matter or carrier. For these people their general knowledge and expertise would in most cases be sufficient to indicate they know the risks.

**'Reasonably practicable'** – what is reasonably practicable for the prevention, elimination or minimisation of a biosecurity risk will depend on what was reasonably able to be done at a particular time, taking into account and weighing up all relevant matters. Relevant matters include, the nature and potential impact of the biosecurity risk, the person's level of knowledge of the risk and related actions that could be taken to prevent, eliminate or minimise the risk, and the cost, availability and suitability of these actions. It is not likely to be reasonably practicable if the cost is greatly disproportionate to the risk.

**Preventing, eliminating or minimising the biosecurity risk** – the risk must be prevented or eliminated if reasonably practicable, otherwise it must be minimised so far as is reasonably practicable.

The general biosecurity duty can apply to more than one person in relation to the same biosecurity risk, for example an owner and a manager may both be responsible for managing a particular biosecurity risk on a property.

## 3. The Riverina Regional Strategic Weed Management Plan 2017-2022

The Regional Strategic Weed Management Plan (Plan) was developed by the Riverina Regional Weeds Committee on behalf of the Riverina Local Land Services Board. The Riverina Regional Weeds Committee includes representatives from local government, NSW Department of Primary Industries, state government agencies managing crown lands (including the National Parks and Wildlife Service, Forestry Corporation of NSW, Roads and Maritime Services and Department of Industry - Lands), NSW Farmers, Landcare, rural landholders and Riverina Local Land Services.

The Plan sets the priorities for weed management in the Riverina region for five years from 2017. Its intent is to outline strategic actions to guide collaborative weed management, resource allocation and investment in the Riverina region. The Regional plan identifies a number of weed priorities within

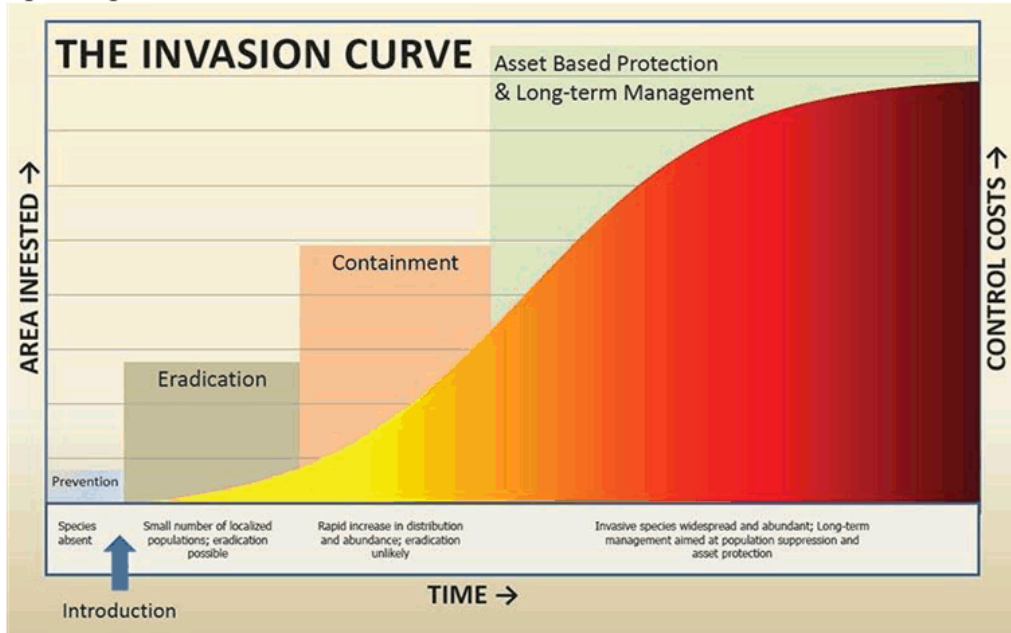
the Riverina and recommends strategic responses to prevent, eliminate or minimise the biosecurity risk associated with each weed. The Leeton Shire Council Local Weed Management Plan adopts the principles and priorities identified within the Regional Plan and further prioritises actions based on local risk, impact and feasibility of control.

#### 4. Priority Weeds within the Leeton Shire Council

Leeton Shire Council covers some of the best and most productive irrigation and mixed farming country in the Riverina region, the Leeton Shire Council Local Weed Management Plan recognises that a 'one shoe fits all' approach to weed management may not achieve efficient resource allocation or satisfactory weed control outcomes in some situations. For this reason, the plan applies risk-based methodology to impose weed control requirements on land managers based on the level of risk posed by a weed and the prevalence of the weed at paddock, property and/or landscape scale.

The plan recognises that while a myriad of introduced weeds are present within the region; finite resources restrict works programs to a limited number of particularly high priority weeds. These weeds are ones that have an identified impact on the local economy, environment and/or community. The generalised weed invasion curve is the foundation of state, regional and local plans and strategies. It informs resource allocation and ensures that weed control programs are achievable and cost effective to the community. The invasion curve promotes the preferential allocation of resources at the early stages of invasion where the likelihood of prevention or eradication is greatest. It does not take away from investment into managing established weeds, as these weeds often have significant and long-term impacts on community values. The invasion curve prioritises resource allocation into managing established weeds in a strategic manner to protect those community values.

Figure 1, generalised invasion curve.



Many weed species considered to be widespread throughout NSW have a very limited distribution within areas of the Leeton Shire Council. The objective of this plan is to prioritise resource allocation towards eradicating isolated infestations where possible, and to reducing the impact of the weed where it is not.

#### **4.1 Prevention**

The *Biosecurity Act 2015* promotes a principle of shared responsibility. It imposes an obligation on land managers to prevent the introduction of weeds onto land under their management. Land managers, defined by the Act as 'dealers' must take all reasonable precautions to prevent the introduction of weeds into the region and onto their land through the introduction of fodder, livestock, vehicles and other weed carriers.

#### **4.2 Elimination**

This plan imposes strict conditions on all land managers to eliminate isolated infestations of priority weeds at paddock, property and landscape scale. In discharging their duty, land managers or 'dealers' must fully and continuously suppress and destroy isolated infestations where it is reasonably practicable to do so in accordance with Section 16 of the *Biosecurity Act 2015*.

#### **4.3 Containment and Asset Protection**

Many weeds have become naturalised in areas of the Leeton Shire, though have not reached their maximum potential. These weeds continue to impact on the LGA's social, economic and environmental health and must be managed with a strong and effective program. This plan aims to contain the spread of priority weeds and to reduce their incidence in affected areas where it is reasonably practicable to do so.

Where infestations are well established and widespread the growth of plants must be controlled in a manner that continuously inhibits the ability of the plants to spread. Plants may spread by sexual (e.g. seeding events) or asexual means (e.g. lateral spread by underground rhizomes) or by a combination of both. Control measures must be implemented which address the specific mechanism(s) of spread for the target plant.

This plan recognises the high cost of control of some established weeds and enables land managers to submit a staged control plan to Council for approval. A staged control plan must provide detailed objectives and suitable timeframes to be approved by Council.

Some localised areas of the LGA contain infestations of priority weeds whereby the weed is the dominant species and to which a reduction in incidence is unlikely in a localised situation with current technologies. In such areas buffers and containment strategies may be imposed by Council to protect priority assets.

**TABLE 1: Weeds Subject to a Leeton Shire Council Local Management Program**

Weed name	Description
St John's Wort ( <i>Hypericum perforatum</i> )	<p>St John's Wort is a hardy, perennial plant which can rapidly invade and dominate native and introduced pastures, roadsides, open woodlands and conservation areas. Its aggressive nature and ability to reproduce by seeding and by lateral growth from underground rhizomes enables it to spread rapidly.</p> <p>St John's Wort plants contain a poisonous substance, hypericin, which is toxic to livestock. Hypericin causes photosensitisation, with bare skin or white-haired areas becoming reddened, itchy and blistered. Irritation can be intense and accompanied by restlessness, loss of condition, convulsions, blindness and eventually death.</p>
Blackberry ( <i>Rubus fruticosus</i> agg)	<p>Blackberry grows vigorously and can infest large areas quickly. First introduced into Australia in the 1930's, it has become naturalised in Australia and infests over 8.8 million hectares from south eastern Queensland to southern Tasmania and across to south western Australia.</p> <p>As most animals find Blackberry unpalatable it reduces available grazing land and can restrict livestock access to water if growing around waterholes. It can also reduce productivity of land by shading pastures and crops and competing for soil moisture and nutrients.</p> <p>In 2006 Blackberry was estimated to result in a loss of production and cost of control in excess of \$70 million in Australia. Blackberry is defined in this plan as <i>Rubus fruticosus</i> agg. (except the varieties Chester Thornless, Dirksen Thornless, Loch Ness, Silvan, Black Satin, Murrindindi, Smooth Stem, Thornfree and Chehalem).</p>
African Boxthorn ( <i>Lycium ferocissimum</i> )	<p>African boxthorn is a woody, thorny shrub that can grow up to 5 m high and 3 m wide. Young plants grow quickly. Plants sometimes drop their leaves and appear dead during drought or in winter.</p> <p>African boxthorn grows across NSW. It is most common on well drained soils of the western slopes and plains. It was brought to Australia from South Africa in the mid-1800s as a hedge plant. It has spread from around old homesteads and urban areas.</p> <p>African boxthorn is drought tolerant and grows in temperate, subtropical and semi-arid regions. It can grow on all soil types, though it grows best on well-drained, sandier soils along dry creek beds.</p>
Bathurst Burr ( <i>Xanthium spinosum</i> )	<p>Bathurst burr is amongst the most common and economically serious weeds in Australian agriculture. The burrs readily adhere to the wool of sheep. Wool contaminated by Bathurst burrs represents a substantial cost as additionally processing is required to separate the burrs. Bathurst burrs are also a significant weed of summer crops and horticultural crops.</p> <p>Bathurst burr is an annual weed which grows through the summer months in warm and temperate regions of the world. It has naturalised in New South Wales and currently ranges from the coast to the western plains. Bathurst burr was one of the first plants declared noxious in NSW in 1907.</p> <p>Bathurst burr is a compact annual, summer growing herb. Stems produce many groups of 3-pronged, stiff, yellowish spines at the base of each leaf or branch. Leaves are dark green with prominent white veins, lighter underneath due to a covering of fine hairs. Leaves are divided into three irregular lobes. Burrs are 1 to</p>

Weed name	Description
	1.5 cm long, covered in numerous hooked spines.
Athel Pine ( <i>Tamarix aphylla</i> )	<p>Athel pine is one of the worst weeds in Australia because of its invasiveness, potential for spread, and economic and environmental impacts.</p> <p>Athel pine forms dense stands along inland rivers. It consumes water more quickly than native plants, thereby reducing the number and quality of watering holes. It concentrates salt, which is excreted by its leaves. This makes the ground beneath athel pines more salty and excludes native pasture grasses and other salt-sensitive plants.</p> <p>It can change river flow patterns and cause overland flooding and bank erosion. Because they are drought tolerant and fire resistant, athel pines decrease the frequency of fires and alter vegetation structure.</p> <p>Infestations reduce the cultural and aesthetic value of affected land and may impact on tourism in the region.</p> <p>There are several other <i>Tamarix</i> species, all commonly known as tamarisks, that are weeds in Australia.</p>
Blue Heliotrope ( <i>Heliotropium amplexicaule</i> )	<p>Blue heliotrope is extremely drought-hardy, which increases its ability to persist and spread, and has made it a major agricultural weed in NSW. Blue heliotrope competes with desirable pasture plants and causes toxicity to stock. It is widespread and adaptable to a wide range of soil and climate types. It occupies more than 110 000 hectares in NSW.</p> <p>Blue heliotrope contains pyrrolizidine alkaloids (PAs). These PAs are also found in common heliotrope (<i>Heliotropium europaeum</i>). The amount of PAs in blue heliotrope is much higher than in common heliotrope.</p> <p>Heliotrope is not very palatable to livestock, and consequently tends to be avoided; however, some individuals continue to eat it indiscriminately. Heliotrope will be eaten if no other feed is available.</p> <p>Continual ingestion by livestock of large amounts of heliotrope plants (either fresh or dried), or of their seeds as contaminants in stock feed, can cause liver damage and reduced productivity (see Table 1). In order of susceptibility, horses, pigs, cattle, sheep and goats can all be affected, with horses being the most susceptible.</p> <p>All affected livestock species may become jaundiced and experience varying degrees of photosensitisation.</p>
Bridal Creeper ( <i>Asparagus asparagoides</i> )	<p>Bridal Creeper entered the country as a garden plant and is now a major weed of bushland in southern Australia, where its climbing stems and foliage smother native plants.</p> <p>It forms a thick mat of underground tubers which impedes the root growth of other plants and often prevents seedling establishment.</p> <p>Leeton Shires rare native plants, including orchids, are threatened with extinction by bridal creeper.</p>
Buffalo Burr ( <i>Solanum rostratum</i> )	<p>Buffalo burr is a native from Canada to central Mexico and was first recorded as a weed in Australia in 1904. It invades disturbed areas and overgrazed land and may injure stock, causes fault in wool and can be a problem in cereal crops. The plant is poisonous, however is seldom eaten because of its prickly nature.</p>

Weed name	Description
	<p>Buffalo burr is a hairy, prickly annual herb up to 1 m tall. The greyish leaves are deeply divided, up to 10 cm long and 8 cm wide. Flowers are bright yellow, up to 4 cm in diameter and mostly present in summer. The fruit is 1 cm in diameter and very prickly.</p> <p>Seed is mostly spread as a contaminant of grain crops. The prickly calyx which grasps the fruit can stick to wool and bags and can float on water. The old plants can snap off and blow around as tumble-weeds.</p>
<p>Cape Tulips (<i>Moraea</i> sp.)</p>	<p>Cape tulips are invasive weeds of pastures and cereal crops. They quickly infest pastures, crops, roadsides, native grasslands, bushlands and disturbed areas.</p> <p>All parts of the plant, fresh and dry, are toxic to grazing livestock. Symptoms of poisoning include loss of appetite, scouring, weakness, blindness, stiffness or paralysis of hind legs and in severe cases death. Animals most at risk of poisoning are stock put into heavily infested pastures, with no previous exposure to the weed.</p> <p>Animals can learn to avoid the plant by selectively grazing more palatable grasses and herbage. Although this only allows Cape tulip to flourish and eventually dominate the pasture.</p> <p>Cape tulips are also highly toxic to humans, capable of causing serious illness or death. All parts of the plant are poisonous when ingested, causing acute vomiting and diarrhoea, possibly leading to paralysis.</p>
<p>Devils Claw (<i>Proboscidea louisianica</i>)  (purple flowered)</p>	<p>This plant is known to infest pastures reducing carrying capacities. The woody seed capsules cause injury to stock, and may restrict feeding if lodged on the face, leading to eventual death from starvation. The capsules also attach to hooves causing lameness, and to wool reducing quality.</p> <p>An annual herb growing to 50 cm tall covered with sticky hairs. Leaves are rounded or heart shaped, 10–16 cm long and 14–25 cm wide. Flowers are trumpet-shaped, creamy-white to mauve or purple with dark purple and orange markings. Flowers are present summer to autumn.</p> <p>The woody capsule is 8–10 cm long and 1–2 cm wide with two woody horns that are 10–25 cm long.</p> <p>Devil's Claw purple-flowered is native to America.</p>
<p>Devils Claw (<i>Ibicella lutea</i>)  (yellow flowered)</p>	<p>Infestations of Devil's Claw yellow flowered occur in isolated patches, often on roadsides and around stock camps. The leaves have an unpleasant odour and are not eaten by stock. Plants compete with summer crops. The seed pods can injure livestock.</p> <p>Devil's Claw yellow flowered is a low-growing annual plant to 50 centimetres high and spreading to 1.5 metres wide. It has large round or kidney-shaped leaves. The yellow trumpet-shaped flowers have purple spots inside the throat. Flowering is in late summer and autumn. The woody seed capsules open into pairs of curved horns (10 centimetres long).</p> <p>Devil's Claw yellow flowered is native to America.</p>
<p>Galvanised Burr (<i>Sclerolaena birchii</i>)</p>	<p>Galvanised burr is a native plant of the Chenopodiaceae family, which includes other roly-poly plants, saltbushes and crumbweeds. It is regarded as a weed because it is generally not eaten by livestock, it contaminates wool, and it competes with plants that do provide feed.</p>

Weed name	Description
	<p>Galvanised burr is not usually eaten by stock because of its spiny burrs. Dense infestations occur periodically, causing concern to graziers. The most serious impact caused by galvanised burr is that it reduces wool values by causing vegetable fault.</p> <p>Spines that become detached from the burrs are problematic for wool-processing as they can become aligned with the wool fibres in spun yarn. Galvanised burr is only one of many species that can cause this type of fault in wool.</p> <p>The spines and burrs are a considerable nuisance to shearers, stock and working dogs. At times when shearers are in high demand, they may choose to avoid shearing where sheep are carrying large numbers of burrs. Dense infestations also impede stock movement and block cultivation machinery.</p>
<p>Golden Dodder (<i>Cuscuta campestris</i>)</p>	<p>Golden dodder is a leafless, parasitic plant that removes nutrients, reduces yield and even kills its host plant. It is a threat to lucerne, vegetables, many broadleaf crops, pastures and seed crops. Seed, fodder or hay contaminated with dodder seed is banned from sale in NSW. Golden dodder is the weediest of all the dodder species that occur in Australia.</p> <p>Contact with the host plant is by suckers, called haustoria. The dodder stems twine around the host, branching to form a tangled mass which can spread from the initial host to adjacent plants. The haustoria penetrate the tissues of the host plant and remove nutrients, thereby reducing crop or pasture yields, preventing host development and even killing it.</p> <p>High levels of dodder in fodder are toxic to cattle and horses. Poisoning can occur if horses and cattle are fed contaminated hay for several weeks. Problems are usually only experienced when dodder makes up about 50% of the contents of the hay. Affected animals typically suffer from abdominal pain and diarrhoea, and can also experience weight loss. On some occasions liver damage may occur, and can be associated with haemorrhages throughout the body and secondary brain damage. The brain damage makes the affected animal's behaviour erratic and unpredictable. It will be inclined to stagger about and wander aimlessly before it eventually lies down, becomes comatose or convulsive, and dies.</p>
<p>Green Cestrum (<i>Cestrum parqui</i>)</p>	<p>Green cestrum is a shrub that grows 2–3 m high. It usually has many light-green, brittle stems. It sometimes grows into thickets. Established plants lose most of their leaves during winter and produce new growth in spring.</p> <p>Green cestrum can cause 'sudden death' in livestock. Animals that appeared healthy 24 hours before will be found dead for no clear reason. Animals that have eaten green cestrum might die in a few hours or be sick for a few days before they die.</p> <p>All parts of the plant are poisonous. Even though it is not very palatable animals may eat it when other feed is scarce. Recently sprayed, wilting plants are more palatable than healthy plants and can potentially cause more deaths.</p> <p>Remove stock away from paddocks when controlling green cestrum. Do not return stock until the leaf material has disintegrated or been removed.</p>
<p>Harrisia Cactus (<i>Harrisia</i> Sp.)</p>	<p>Harrisia cacti grow in semi-arid scrublands with summer rainfall. They prefer fertile clay soils and are common in acacia-wooded grasslands such as the brigalow forests.</p>

Weed name	Description
	<p>Harrisia cacti were originally introduced to Australia as ornamental plants.</p> <p>Harrisia cacti are difficult to control as they produce thousands of viable seeds and have fleshy storage tubers. They form impenetrable thickets.</p>
<p>Horehound (Marrubium vulgare)</p>	<p>Horehound commonly occurs throughout Australia along fence lines, road sides, channel banks, around buildings, sheep camps and neglected areas.</p> <p>Horehound infestations are extremely hardy once established, preventing desirable species from growing. The seed capsules cling to wool and clothing and may cause considerable matting of sheep fleeces.</p> <p>Horehound is a bushy perennial plant, 30 to 80cm high, with deeply crinkled leaves.</p>
<p>Indian Fig (Opuntia ficus-indica)</p>	<p>Indian fig was brought into Australia from South America almost 200 year ago. The plant has never caused any problems to rural production. It spreads slowly and is easily eradicated.</p> <p>Indian fig can grow up to 7 m tall. The pads are bluish-green with no or very few short spines. The yellow flowers are present in late spring-summer. The fruit is egg-shaped to oval with a depressed top. Ripe fruit may be yellow, orange, red or purple, depending on cultivar.</p>
<p>Prickly Pear (Opuntia Sp.)</p>	<p>The most commonly known members of the opuntoid cacti group referred to generally as prickly pears, <i>Opuntia</i> species were first introduced into Australia with the first fleet, via Brazil, to establish a cochineal dye industry. By 1920 <i>Opuntia stricta</i> had infested 23,000,000 hectares in NSW and Queensland. Half of the infested area was so densely covered it was useless for production and was abandoned by its owners.</p> <p><i>Opuntia</i> species have been declared Weeds of National Significance in Australia.</p>
<p>Prickly Pear (Cylindropuntia Sp.)</p>	<p><i>Cylindropuntia</i> species are native to south western USA, Mexico and the West Indies. They are large succulent perennials with the potential to encroach on rangelands and native vegetation in the drier parts of the state. Many of the species have easily detachable segments which aids their ability to spread.</p> <p><i>Cylindropuntia</i> species are part of the group of opuntoid cacti that are Weeds of National Significance in Australia, and a number of individual species are problematic in NSW.</p>
<p>Johnson Grass (Sorghum halapense)</p>	<p>Johnson grass, is a plant in the grass family, <a href="#">Poaceae</a>, native to Asia and northern Africa. The plant has been introduced to all continents except Antarctica, and most larger islands and archipelagos. It reproduces by <a href="#">rhizomes</a> and seeds.</p> <p>This species occurs in crop fields, pastures, abandoned fields, rights-of-way, forest edges, and along streambanks. It thrives in open, disturbed, rich, bottom ground, particularly in cultivated fields.</p>

**Notes relating to the status and control measures for all weeds identified in Table 1 above.**



- **Purpose of Leeton Shire Council Local Management Plan**

To specify the control measures that a landholder must implement to ensure that his/her General Biosecurity Duty is discharged in relation to any of the above weeds.

- **Legal status**

The management of invasive weeds in NSW is governed by the *Biosecurity Act 2015*. The Local Control Authority (Leeton Shire Council) is responsible for ensuring the prevention, elimination, minimisation and management of the biosecurity risk posed or likely to be posed by invasive weeds. It is also responsible for the development, implementation, co-ordination and review of invasive weed control programs within its area of jurisdiction.

Any person dealing (e.g. the owner or occupier of land) with any of the above weeds must comply with his or her General Biosecurity Duty.

- **Biosecurity Act 2015 – General Biosecurity Duty** - Any person who deals with biosecurity matter or a carrier and who knows, or ought reasonably to know, the biosecurity risk posed or likely to be posed by the biosecurity matter, carrier or dealing has a biosecurity duty to ensure that, so far as is reasonably practicable, the biosecurity risk is prevented, eliminated or minimised.

- **Control Objective**

The primary objective of this plan is to reduce the negative impact of any of the above weeds on the Leeton LGA's economic, environmental and social sustainability.

- **Council requirements**

Leeton Shire Council has a duty as Local Control Authority to inspect all land in connection with its weed control functions. In achieving this it must ensure the management of the biosecurity risk posed or likely to be posed by weeds within its area of jurisdiction.

- **Surveillance**

Council inspects private and public lands on a 5-year cycle. Frequency of inspection increases where isolated infestations of a priority weed occur and in cases of non-compliance; the frequency of which is determined by the level of risk posed by the infestation(s).

- **Reporting**

Council provides an inspection report to the landowner/occupier following inspection. The report shall indicate the level of infestation, its spatial distribution on the property and the level of control required by the owner/occupier. Infestation data is reported to the NSW Biosecurity Information System.

- **Enforcement**

Council will enforce the control of any of the above weeds where non-compliance is identified. Enforcement measures may include the issue of a penalty infringement notice, entering the land and controlling infestations at the owner/occupier's expense, or the issue of a court attendance notice. Penalties for non-compliance with the *Biosecurity Act 2015* are significant.

- **Landowner/occupier requirements**

All property managers have a responsibility to prevent, eliminate or minimise adverse effects on the economy, the environment and the community that arise from weeds. Where full control is feasible Council will enforce that requirement. Where widespread and established invasive species have become "naturalised" in our environment and full control is not deemed feasible by Council it will promote a strategy of minimisation and containment.

All weeds above have been identified within the Riverina Regional Strategic Weed Management Plan 2017 – 2022.

The plan specifies that all the weeds above are subject to a local management program. Leeton Shire Council's local management program imposes the following requirements:

**Isolated infestations**

**Objective:** Prevent establishment

**Action:** Eliminate infestations

**Established infestations**

**Objective:** Containment - Reduce incidence in affected areas.

The growth of the plant must be controlled in a manner that continuously inhibits the ability of the plant to spread. Infestations may be managed in accordance with a staged control plan approved by Council. In situations where Council deems this requirement not reasonably practicable in accordance with Section 16 of the *Biosecurity Act 2015*, buffers and containment strategies may be introduced to protect priority assets.

**Other restrictions**

Land managers must mitigate the risk of introducing this weed to their land. The plant or parts of the plant are not traded, carried, grown or released into the environment.

**ITEM 7.2 INVESTMENTS REPORT FOR JUNE 2022**

<b>RECORD NUMBER</b>	22/273
<b>RELATED FILE NUMBER</b>	EF21/312
<b>AUTHOR/S</b>	Accountant
<b>APPROVER/S</b>	Manager Finance Group Manager Corporate

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**SUMMARY/PURPOSE**

This report provides details of the performance of Council's investment portfolio for the period ending 30 June 2022.

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**RECOMMENDATION**

THAT Council notes the information contained in the Investments Report for June 2022.

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**REPORT**

**(a) Background**

This report is required to be prepared on a monthly basis and presented to the next available Ordinary Council Meeting in accordance with Clause 212 of the Local Government (General) Regulation 2021.

**(b) Discussion**

As at 30 June 2022 Leeton Shire Council has \$47,479,475.67 invested in Approved Deposit Institutions (ADIs) of which \$7,131,751 (15.02%) is invested with local bank branches.

Attached to this report is a Statement of Bank Reconciliation (**Attachment 1**) and a Summary of Investments (**Attachment 2**) as at 30 June 2022.

The Statement of Bank Reconciliation reconciles the Bank Statement balances to the General Ledger at 30 June 2022 by taking into account unrepresented cheques, unrepresented deposits, and unrepresented debits.

The Summary of Investments details all the investments held by Leeton Shire Council as at 30 June 2022.

The table below details the monthly movements of investments for June 2022.

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<b>Opening Balance</b>	<b>\$ 47,362,312</b>
<b>Less:</b>	
Maturities (7)	\$ 6,891,500
Transfer to CBA Current Account	
<b>Subtotal</b>	<b>\$ 40,470,812</b>
<b>Plus:</b>	
Roll-overs (7)	\$ 6,890,000
New Investments	\$ 110,000
CBA Business Online Saver (BOS) movements	\$ 866
AMP Business Saver Account	\$ 448
AMP 31 Day Notice Account	\$ 5,400
Macquarie Cash Management Accelerator Account	\$ 1,950
<b>Closing balance as at 30 June 2022</b>	<b>\$ \$47,479,476</b>

The following table details the break-up of investments according to the restrictions which are placed on them. As reported in the March QBRs (subject to daily movements).

<b>Total Investments</b>	<b>\$ 47,479,476</b>
<b>Less restrictions (GL Balance as per March QBR)</b>	
Water Supply (Excl. Unfinished Works)	\$ 17,625,098
Sewerage Services (Excl. Unfinished Works)	\$ 9,782,325
Domestic Waste Management	\$ 4,103,863
*Other external restrictions	\$ 1,948,810
<b>External Restrictions (Excl. Unfinished Works) - Sub Total</b>	<b>\$ 33,460,097</b>
Internal restrictions	\$ 7,225,567
<b>Total restrictions</b>	<b>\$ 40,685,663</b>
Operating Capital	\$ 6,793,813

\*Includes - Unspent Grants Restrictions, Stormwater Levy Restriction, Deposits, Retentions and Bonds

**Externally restricted funds** can only be used for the purposes for which they were raised. These include water, sewer, domestic waste operations and unexpended specific purpose grants.

**Internally restricted funds** are set aside through Council resolution for specific purposes such as plant replacement, infrastructure renewal or funded provisions. Internal restrictions are considered as part of the Budget adoption or the Quarterly Budget Review process.

**Operating Capital** is used to provide working capital for Council to fund short-term operations and fluctuations in payables and receivables.

### Water Investments Summary

In accordance with Murrumbidgee Irrigation (MI) records, the total Water Licenses currently held are 5,584 ML. For the 2021/22 year there is 100% allocation for both high security and general security water.

Table of Water Sales to date

Date	Qty	Price/ML	Total Water Sale	Brokerage	Net Total
3/09/2021	400	\$120	\$48,000	-\$1,640	\$46,360
23/09/2021	400	\$100	\$40,000	-\$1,250	\$38,750
1/11/2021	300	\$85	\$25,500	-\$815	\$24,685
3/12/2021	500	\$71	\$35,500	-\$1,359	\$34,141
23/12/2021	250	\$70	\$17,500	-\$575	\$16,925
<b>General Fund Sales</b>	<b>1850</b>		<b>\$166,500</b>	<b>-\$5,639</b>	<b>\$160,861</b>

For the year ending 30 June 2022 Council has undertaken temporary trades of 1,850 ML for \$160,861 (net of sale brokerage fees). This equates to a ROI of 1.68% which compares very favourably to returns on financial investments returning 0.86%.

As at 27 June, water was trading at \$2.00 per ML (Source: Waterfind)

Water Entitlements	Allocation (%)	Total Allocation (ML)	Feast + Usage (ML)	Sales this month	Total Volume Sold (ML)	Safety Margin (ML)	Remaining Allocation (Saleable)	Current Market rate per ML	Potential Income from Sales
Town Water High Security (C7) - 4,097ML	100%	4,097	2,329	-	363	19	1,386	\$2.00	\$2,772
<b>Investment Water</b>									
*General Security (C1) - 516 ML	100%	516		-	516		-	\$2.00	\$0
High Security (C3) - 971ML	100%	971		-	971		-	\$2.00	\$0
<b>Total</b>		<b>5,584</b>	<b>2,329</b>	<b>-</b>	<b>1,850</b>	<b>19</b>	<b>1,386</b>		<b>\$2,772</b>

### IMPLICATIONS TO BE ADDRESSED

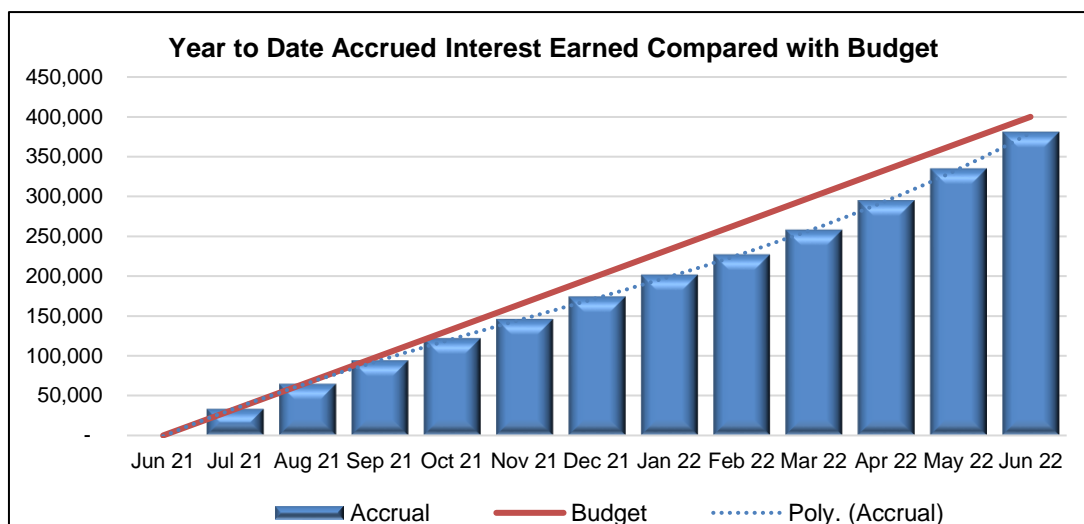
#### **(a) Financial**

The annualised rate of return across the portfolio is 1.65% for June 2022.

The budgeted percentage for the 2021/22 Financial Year equates to 1.30%.

The actual \$47,512 in interest earned for June 2022 is higher than the original budgeted amount of \$33,333 by \$14,179.

The following graph compares year-to-date interest with the original budgeted interest for the period. This shows that Council's actual investment income has been lower than the original budget as at 30 June 2022.



The consolidated actual investment income from 1 July 2021 to 30 June 2022 compared to the original budgeted annual investment interest from 1 July 2021 to 30 June 2022 is detailed below.

Actual versus budgeted interest and earnings	
Investments - Interest earned	\$305,900
Deposits at call – Interest Earned	\$55,436
Rebates and Other Earnings	\$20,320
<b>Total Investment Earnings</b>	<b>\$381,656</b>
Original Budgeted Interest – 1 July 2021 to 30 June 2022	\$400,000
<b>Variance – (Negative)</b>	<b>(\$18,344)</b>

The following tables provide information on investment rates this year compared to last year, as well as a comparison of investment balances from this year to last year.

Performance Measures	Year to Date	Last Year (May)
Portfolio Average Interest Rate (year to date inc. Cash)	0.86%	1.33%
Investment Balances	Year to Date	Last Year
Opening Balance as at 1 Jun	\$47,362,312	\$40,912,693
Current Balance as at 30 Jun	\$47,479,476	\$45,415,590

For the month of June 2022, the portfolio (excluding cash) provided a solid return of +0.11% (actual) or +1.37% p.a. (annualised), easily outperforming the benchmark AusBond Bank Bill Index return of +0.05% (actual) or +0.61% p.a. (annualised). The outperformance continues to be driven by a combination of those deposits originally invested between 1-3 years, as well as the introduction of FRNs into the portfolio, which have been locked-in at attractive margins.

The Reserve Bank of Australia has increased the cash rate by 50 basis points to 1.35% as its meeting on 5 July 2022. It also increased the interest rate on Exchange Settlement balances by 50 basis points to 1.25%. Global factors account for much of the increase in inflation, but domestic factors are also playing a role. Strong demand, a tight labour market and capacity constraints in some sectors are contributing to the upward pressure on prices. The floods are also affecting some prices.

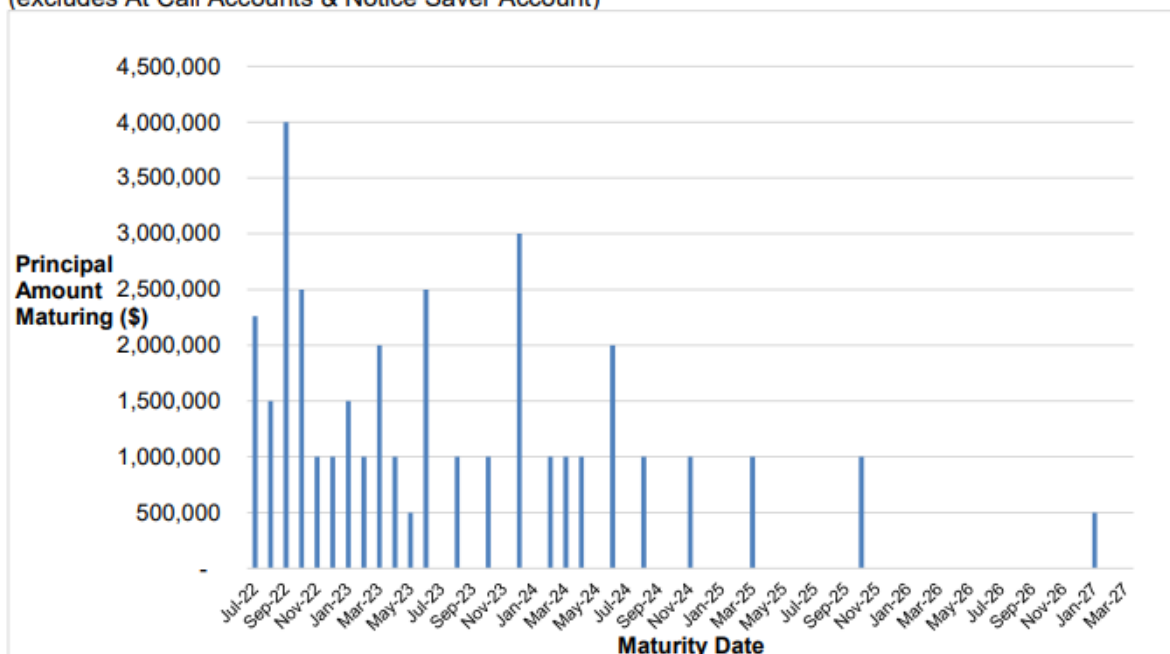
## (b) Council Portfolio Compliance

### **Investment Maturing Profile**

The portfolio remains lightly diversified from a maturity perspective with deposits maturing out to 5 years. The graph below shows when Council's current investments mature and the related values.

## Portfolio Cash Flows

(excludes At Call Accounts & Notice Saver Account)



### **Financial Asset Allocation**

The majority of the portfolio is directed to Fixed-Term Deposits (59.20%), followed by the cash at call accounts with the Commonwealth Bank of Australia, AMP Bank and Macquarie Bank (25.74%). Floating Rate Notes are 8.74% of the portfolio, and 6.32% is held in Bonds.

### **Counterparty**

At 30 June 2022, Council did not have an overweight position to any single Authorised Deposit Taking Institution. The portfolio is well-diversified across the entire credit spectrum.

All aggregate ratings categories are within the Investment Policy limits.

Compliant	Issuer	Rating	Invested (\$) ^	Invested (%)	Max. Limit (%)	Available (\$)
✓	ANZ Bank	AA-	\$1,000,160	2.11%	45%	\$20,336,263
✓	CBA	AA-	\$8,125,647	17.14%	45%	\$13,210,776
✓	NAB	AA-	\$3,000,000	6.33%	45%	\$18,336,423
✓	NTTC	AA-	\$1,000,000	2.11%	45%	\$20,336,423
✓	WBC	AA-	\$5,500,000	11.60%	45%	\$15,836,423
✓	Macquarie	A+	\$4,017,586	8.47%	35%	\$12,577,410
✓	Aus. Military	BBB+	\$1,000,000	2.11%	30%	\$13,224,282
✓	Bendigo (Rural)	BBB+	\$960,995	2.03%	30%	\$13,263,288
✓	BoQ	BBB+	\$4,628,309	9.76%	30%	\$9,595,973
✓	Qbank	BBB+	\$1,000,875	2.11%	30%	\$13,223,408
✓	AMP Bank	BBB	\$11,180,138	23.58%	30%	\$3,044,144
✓	Auswide Bank	BBB	\$2,000,563	4.22%	30%	\$12,223,719
✓	Beyond Bank	BBB	\$4,000,000	8.44%	30%	\$10,224,282
			<b>\$47,414,274</b>	<b>100.00%</b>		

### Credit Quality

The following table details the credit rating of each of the categories in which Council has money invested. All investments are compliant with Council's Investment Policy.

Compliant	Credit Rating	Invested (\$)	Invested %	Max. Limit (%)
Yes	AA Category	\$18,625,808	39.28%	100.00%
Yes	A Category	\$ 4,017,586	8.47%	80.00%
Yes	BBB Category	\$24,770,880	52.24%	70.00%
Yes	Unrated ADI's	\$0	0.00%	30.00%
		<b>\$47,414,274</b>	<b>100.00%</b>	

**\*Note:** Valuations of Council's senior Floating Rate Notes on the Imperium Markets platform are marked-to-market and priced on a daily basis from an independent third-party provider. Council has recorded its FRNs internally at the purchase price or face value. As such, the total portfolio's balance is likely to differ as at the reporting date. (Imperium Markets)

Maximum Limit Percentage is based on the Revised Investment Policy for 2022.

### (c) Legislative/Statutory

All funds are invested in accordance with Section 625 of the Local Government Act 1993 and the Ministerial Investment Order.



## **CONSULTATION**

### **(a) External**

Council's investment advisors are Amicus Advisory and Imperium Markets. Both investment advisors were contacted by staff for advice during the month of June 2022.

### **(b) Internal**

No additional internal consultation was undertaken.

## **LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN**

Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.

## **ATTACHMENTS**

- 1 [↓](#) Statement of Bank Reconciliation
- 2 [↓](#) Summary of Investments

## MONTH END BANK RECONCILIATION REPORT

Prepared by the Accountant

### INTRODUCTION

The purpose of this report is to inform Council of its position in respect of bank balances.

### BACKGROUND

This report is prepared monthly and presents movements in the Council's bank account.

## BANK RECONCILIATION STATEMENT


as at 30 June 2022

### BALANCE AS PER GENERAL LEDGER

Opening Balance:	1/06/2022	\$	1,879,444.11
June Movements:		\$	348,706.79
Closing Balance:	30/06/2022	\$	2,228,150.90
Less Unprocessed Bank Statement Transactions:			
Total:		\$	2,228,150.90

### BALANCE AS PER BANK STATEMENTS

		\$	2,226,409.71
Less Unpresented Cheques		-\$	258.81
Add Unpresented Credit		\$	2,000.00
Plus Unpresented Deposits			
Total		\$	2,228,150.90

  
Responsible Accounting Officer  
12 July 2022

## Leeton Shire Council

### Summary of Term Investments as at: 30/06/2022

BBSW 90: 1.81%      Average Yield: 1.65%

Inv No	Financial Institution/Broker	Investment	Note	Ref No	Investment Date	Investment Term (months)	Remaining Term (months)	Principal	Yield %	Maturity	Type
10-00	Commonwealth Bank L	CBA Business Online Saver - Cash	102064481	12/10/09	152	0	3,131,751.30	0.85%	12/07/22	DAC	
		AMP Business Saver									
20-00	AMP Bank	Account	437864762	10/07/20	24	0	532.65	0.70%	12/07/22	DAC	
21-00	AMP Bank	AMP 31 Day Notice	9711165956	17/07/20	23	0	6,069,605.82	1.50%	12/07/22	DAC	
22-00	Macquarie Bank	Macquarie Cash	940367790	07/11/20	20	0	3,017,585.90	0.60%	12/07/22	DAC	
20-04	National Aust Bank	Member Equity Bank	AU3FND00485	18/07/19	36	0	650,000.00	1.31%	18/07/22	FRN	
20-11	ANZ Bank	ANZ Bank	AU3FND00497	29/08/19	60	25	1,000,000.00	1.94%	29/08/24	FRN	
20-31	National Aust Bank	RACQ Bank	AU3FND00531	24/02/20	36	7	1,000,000.00	2.00%	24/02/23	FRN	
20-35	Laminar Capital	Auswide Bank	AU3FND00533	17/03/20	35	8	1,000,000.00	2.85%	17/03/23	FRN	
22-21	Commonwealth Bank L	Commonwealth Bank	AU3FND00653	14/01/22	60	54	500,000.00	1.03%	14/01/27	FRN	
22-23	National Aust Bank	Bendigo and Adelaide Bank	AU3FND00655	17/03/22	36	32	1,000,000.00	3.00%	17/03/25	Bond	
22-27	Commonwealth Bank L	Bank of Queensland	8156149	29/04/22	42	39	1,000,000.00	4.00%	29/10/25	Bond	
21-10	Northern Territory Treas	Territory Bond	AU3CB02888	14/09/20	38	17	1,000,000.00	1.25%	15/12/23	Bond	
21-12	Beyond Bank Leeton	Beyond Bank Leeton	AA-109-3B	28/10/20	23	3	1,000,000.00	0.95%	28/10/22	LTD	
21-16	AMP Bank	AMP Bank	TD03847931	27/01/21	17	0	610,000.00	0.95%	27/07/22	LTD	
21-17	AMP Bank	AMP Bank	TD52801630	08/02/21	17	1	500,000.00	0.95%	08/08/22	LTD	
21-25	AMP Bank	AMP Bank	TD86556078	06/04/21	18	3	500,000.00	0.50%	06/10/22	LTD	
21-26	Australian Military Bank	Australian Military Bank	301037038	13/04/21	36	21	1,000,000.00	0.76%	15/04/24	LTD	
22-02	Commonwealth Bank L	Commonwealth Bank	CDA383447	09/07/21	11	0	1,000,000.00	0.41%	08/07/22	LTD	
22-04	AMP Bank	AMP Bank	TD13745815	16/08/21	12	1	1,000,000.00	0.95%	16/08/22	LTD	
22-06	National Aust Bank	National Aust Bank	33-718-2858	25/08/21	24	13	1,000,000.00	0.65%	25/08/23	LTD	
22-07	Beyond Bank Leeton	Beyond Bank Leeton	123086194	06/09/21	12	2	1,000,000.00	0.60%	06/09/22	LTD	
22-08	Beyond Bank Leeton	Beyond Bank Leeton	123092627	11/09/21	12	2	1,000,000.00	0.60%	11/09/22	LTD	
22-11	National Aust Bank	National Aust Bank	97-327-3005	27/09/21	12	2	1,000,000.00	0.35%	27/09/22	LTD	
22-12	Beyond Bank Leeton	Beyond Bank Leeton	123087332	28/09/21	12	2	1,000,000.00	0.60%	28/09/22	LTD	
22-13	Auswide Bank	Auswide Bank	5652782.16.	05/10/21	12	3	1,000,000.00	0.50%	05/10/22	LTD	
22-15	Westpac Bank	Westpac Bank	9514165	21/10/21	24	15	1,000,000.00	0.87%	23/10/23	LTD	
22-16	AMP Bank	AMP Bank	TD60160792	29/10/21	18	10	500,000.00	1.20%	01/05/23	LTD	
22-17	Westpac Bank	Westpac Bank	9563400	11/11/21	36	28	1,000,000.00	1.60%	11/11/24	LTD	
22-18	AMP Bank	AMP Bank	TD02163069	01/12/21	10	3	1,000,000.00	1.20%	27/10/22	LTD	
22-19	Westpac Bank	Westpac Bank	9620456	09/12/21	24	17	1,000,000.00	1.21%	11/12/23	LTD	
22-20	AMP Bank	AMP Bank	TD34064791	21/12/21	24	17	1,000,000.00	1.55%	21/12/23	LTD	
22-22	National Aust Bank	National Aust Bank	88-293-8040	23/02/22	24	19	1,000,000.00	1.80%	24/02/24	LTD	
22-24	Westpac Bank	Westpac Bank	9806557	22/03/22	24	20	1,000,000.00	2.21%	22/03/24	LTD	
22-25	Westpac Bank	Westpac Bank	9486425	23/03/22	12	8	1,000,000.00	1.38%	23/03/23	LTD	
22-26	Bank of Queensland	Bank of Queensland	486112	07/04/22	12	9	1,000,000.00	1.85%	11/04/23	LTD	
22-28	Westpac Bank	Westpac Bank	9653246	08/06/22	12	11	500,000.00	3.50%	08/06/23	LTD	
22-29	Commonwealth Bank L	Commonwealth Bank	38344709	14/06/22	6	5	1,000,000.00	3.16%	14/12/22	LTD	
22-30	Commonwealth Bank L	Commonwealth Bank	38344709	21/06/22	12	11	1,000,000.00	4.30%	21/06/23	LTD	
22-31	Bank of Queensland	Bank of Queensland	508507	23/06/22	24	23	1,000,000.00	4.40%	24/06/24	LTD	

## Leeton Shire Council

<b>Summary of Term Investments as at: 30/06/2022</b>		BBSW 90:	1.81%	Average Yield:	1.65%	
22-32	Macquarie Bank	232613257	24	23	4.43%	24/06/24
22-33	Commonwealth Bank	38344709	6	6	3.06%	09/01/23
22-34	Members Equity Bank	416264	12	11	4.00%	28/06/23
	Macquarie Bank					LTD
	Commonwealth Bank					LTD
	Members Equity Bank					LTD
<b>Total Investments:</b>				<b>\$ 47,479,475.67</b>		

# Leeton Shire Council

**Summary of Term Investments as at: 30/06/2022**      BBSW 90: 1.81%      Average Yield: 1.65%

Investment by Type		
Investment	Amount	%
Beyond Bank Leeton	4,000,000	8.4%
Member Equity Bank	1,650,000	3.5%
AMP Bank	5,110,000	10.8%
Auswide Bank	2,000,000	4.2%
National Aust Bank	3,000,000	6.3%
Australian Military Bank	1,000,000	2.1%
ANZ Bank	1,000,000	2.1%
RACQ Bank	1,000,000	2.1%
Territory Bond	1,000,000	2.1%
CBA Business Online Sa	3,131,751	6.6%
AMP 31 Day Notice Acc	6,069,606	12.8%
Macquarie Cash Man	3,017,586	6.4%
Commonwealth Bank	5,000,000	10.5%
Westpac Bank	5,500,000	11.6%
Bendigo and Adelaide	1,000,000	2.1%
Bank of Queensland	3,000,000	6.3%
Macquarie Bank	1,000,000	2.1%
AMP Business Saver Acc	533	0.0%
<b>TOTAL</b>	<b>47,479,476</b>	<b>100.0%</b>
Local	7,131,751	15.02%
Non Local	40,347,724	84.98%

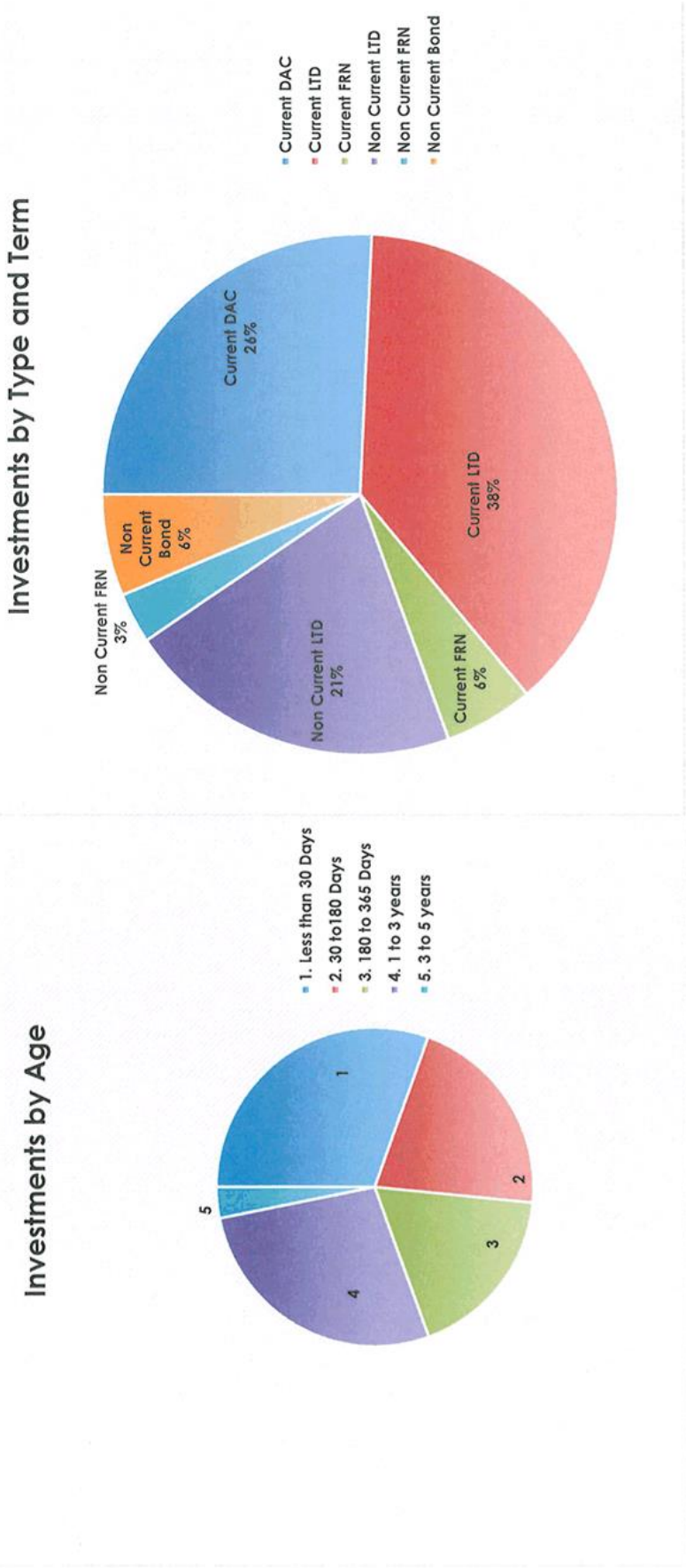
Investments by Age		
Age	Amount	%
1. Less than 30 Days	14,479,476	30%
2. 30 to 180 Days	10,000,000	21%
3. 180 to 365 Days	8,500,000	18%
4. 1 to 3 years	13,000,000	27%
5. 3 to 5 years	1,500,000	3%
<b>TOTAL</b>	<b>47,479,476</b>	<b>100%</b>

Investments by Age and Type		
Sum of Principal Ageing	Type	Total
	Current	DAC
	LTD	18,110,000
	FRN	2,650,000
<b>Current Total</b>		<b>32,979,476</b>
Non Current	LTD	10,000,000
	FRN	1,500,000
	Bond	3,000,000
<b>Non Current Total</b>		<b>14,500,000</b>
<b>Grand Total</b>		<b>47,479,476</b>

DAC	Deposit at Call
FRN	Floating Rate Note
LTD	Long Term Deposit
STD	Short Term Deposit
Bond	Long Term Bond

# Leeton Shire Council

Summary of Term Investments as at: **30/06/2022**      BBSW 90: **1.81%**      Average Yield: **1.65%**



Explanatory notes:  
 All investments noted above were made in accordance with the Act, the regulations and Council's Investment Policy

*[Signature]*  
 Responsible Accounting Officer  
 12 July, 2022

**ITEM 7.3      QUARTERLY CAPITAL WORKS UPDATE REPORT - MAJOR PROJECTS**

<b>RECORD NUMBER</b>	22/294
<b>RELATED FILE NUMBER</b>	EF21/78
<b>AUTHOR/S</b>	Process and Project Performance Coordinator
<b>APPROVER/S</b>	Group Manager Corporate

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**SUMMARY/PURPOSE**

The purpose of this report is to provide Council with an update on the progress of the major capital works projects that Leeton Shire Council is currently undertaking.

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**RECOMMENDATION**

THAT Council notes for information the Quarterly Capital Works Update Report for the period ending 17 June 2022.

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**REPORT**

**(a) Background**

Leeton Shire Council has an extensive program of capital works compared to any other period in its history.

Project Control Groups (PCGs) have been set up since early 2021 to govern the projects given their relative complexity and risk to the organisation, and to ensure grant requirements are met.

The projects are helping to build or renew critical infrastructure in our towns, upgrade facilities to provide a better standard of living, boost local jobs creation, revitalise the economy and increase the liveability of Leeton Shire. Some PCGs continue working up projects to get them "shovel ready".

**(b) Discussion**

**Roxy Theatre Build Redevelopment**

The delivery phase of the Roxy Redevelopment Project continues.

Demolition works are well underway and new concrete flooring has been poured in the "Movie Café" to facilitate temporary and permanent propping.

---

Additional Request for Tenders (RFT) were released for both seating and specialised equipment with responses received in Quarter 4 2022. These tenders have been rejected by Council and are currently being negotiated with suppliers.

Council is hoping to hear the outcome of the Building Better Regions Funding at the end of July.

### **Leeton Regional Aquatic Centre Remedial Works**

Defect remediation is almost complete for separable portion 1 (SP1). The leak on the Eastern poolside was located, new pipework installed, pressure testing conducted and backfill completed along with concreting of the pool deck.

Minor plumbing and electrical defects for SP1 have also been completed in Quarter 4 2022 with the slippery concourse the only remaining defect to be remediated.

Quote has been received from Southern Central for the replacement pool toys and the removal of the slide steel structure and slide flumes from site. Separable portion 2 has now been completed. Slide componentry is being stored at the Leeton Landfill.

### **Wamoon Sewerage Project**

RFT responses were received and rejected on 25 May 2022 and approval given to direct negotiate with H2H.

LSC, Public Works (PWA) and H2H have presented to a Council workshop on a pressure system solution.

### **Chelmsford Town Square**

Request for Tender (RFT) loaded onto Tender Link due to lack of responses from Vendor Panel in order to reach a broader range of supplier. A 4 week extension has been granted and the due date is now 1 August 2022.

A Bill of Quantities (BoQ) has been issued as part of the RFT to allow more definitive pricing on responses. Hence the extension of time.

### **Vance Industrial Estate Expansion**

Final design works are nearing completion by SKM and will be presented to the PCG and Council for approval in Quarter 1 2023. A RFT will be issued following Council approval.

Draft sales contracts are nearing completion and QPL has begun presales marketing.

### **Leeton Early Learning Centre Expansion**

Procurement of fence and shed have been completed and the purchase of the demountable is in progress.



Project is on target to be operational for the commencement of the 2023 school year.

### **IMPLICATIONS TO BE ADDRESSED**

#### **(a) Financial**

All financial details are reported as part of monthly Council workshop reporting.

#### **(b) Policy**

Leeton Shire Council Procurement Manual

#### **(c) Legislative/Statutory**

*Local Government Act 1993*

*Environmental Planning and Assessment Act 1979*

#### **(d) Risk**

Risks for each project are outlined in the attached Quarterly Capital Works Update Report "Risk Management" section. Detailed risk assessments form part of the project management process for each project and are reviewed at least monthly.

### **CONSULTATION**

#### **(a) External**

CBD Enhancement Committee  
Restart NSW  
Public Works Advisory  
Create NSW  
Murray Darling Economic Development Fund

#### **(b) Internal**














All associated Council staff, including those in finance, procurement and communications.














### **LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN**






Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.












### **ATTACHMENTS**






1 [↓](#) Project Status Report Qtr 4












							Project Status Report			
	<b>Project Name</b>	Chelmsford Town Square (Formally CBD Phase 3) including Sycamore Carpark Toilet				<b>Current Phase</b>	Definition	X	<b>Report Date</b>	July 2022
							Approval			
							Delivery		<b>Estimated Completion</b>	March 2023
							Completion			
<b>Key Project Team Members</b>	<b>PCG (Chair)</b>	Tom Steele (Group Manager Operations)	<b>Project Manager / Author</b>	Adrian Edgcome-Lucas (Special Projects Manager)	<b>Asset Owner</b>	Josh Clyne (Manager Open Space & Recreation) Chris Lashbrook (Manager Roads)				
<b>Key Project Aspects</b>	<b>Comments</b>									
<b>Project Scope</b>	<ul style="list-style-type: none"> <li>Create an open, continuous, vibrant, and inclusive parkland setting that restores Sir Walter Burley Griffin's vision of a central town square with bold features. Widen park islands into adjoining traffic lanes and replace a little used traffic crossing. Install a raised pedestrian walkway to provide a safe crossing point and a strong visual connection.</li> <li>Incorporate mature Canary Island palms into concept design and undertake further linear tree plantings up to the historic water towers that will draw pedestrians along the lines of the entire open space. Install inground linear lighting to highlight central axis and provide a safe environment.</li> <li>Refurbish existing historic bandstand and introduce a central sloping lawn area will face the bandstand.</li> </ul>									
<b>Milestones Achieved / Upcoming</b>	<ul style="list-style-type: none"> <li>Request for Tender (RFT) uploaded onto Tender Link and response time extended by 4 weeks due to lack of responses so far on Vendor Panel.</li> <li>Request for Information (RFI) queries are being responded to as they are submitted by interested Contractors.</li> <li>Bill of Quantities (BoQ) defined and uploaded as addendums to the RFT documentation to assist cost estimate accuracy for responders.</li> <li>Tender submissions from Contractors to be received and evaluated.</li> </ul>									
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>Project is running behind schedule (grants to be expended by December 2022)</li> <li>Plan to be delivered as part of tender submission and key milestone tasks to be maintained in Pulse for monitoring of completion.</li> </ul>						<b>Current Status</b>	<b>Previous Status</b>		
<b>Stakeholder Management</b>	<ul style="list-style-type: none"> <li>Final meetings with Infrastructure Working Group, CBD Enhancement Committee to endorse final designs completed.</li> <li>Engagement completed with LMAG, Fire and Ambulance, Hydro Hotel as well as shop fronted properties.</li> <li>Group Manager Operations formally met with Traffic Committee in relation to Grevilla St solution.</li> </ul>									
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>Top Risks include:                             <ul style="list-style-type: none"> <li>Contractor availability to complete works documented in Risk Assessment.</li> <li>Costs exceeding budget risk to complete the works documented in Risk Assessment.</li> <li>Tree planting (mature) window identified as a risk given the extreme heat in the summer months.</li> <li>Proposed variation to grant deeds.</li> </ul> </li> </ul>									
<b>Budget</b>	<b>Project Budget</b>	<b>LSC Contribution</b>	<b>Actual Costs</b>	<b>Committed Costs</b>	<b>Variations</b>	<b>Forecast Cost</b>				
	\$2,262,617	Nil	\$342,218	\$14,583		\$2,262,617				
	Budget of <b>\$2,262,617</b> all grant funded (NSW Open Spaces Legacy Fund and NSW Stronger Country Communities) Costs incurred of <b>\$342,218</b> are for design and preliminaries.									
<b>Procurement</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>									
<b>Total Project Status</b>	<b>Status</b>	<b>Comments</b>								
		Project currently awaiting responses from contractors as part of the RFT process.								
	<b>Legend</b>	On Track		At Risk		Major Concern				












							Project Status Report				
	Project Name		Wamoon Sewer Project			Current Phase	Definition		Report Date	July 2022	
							Approval	X			
							Delivery		Estimated Completion	March 2023	
							Completion				
Key Project Team Members		PCG (Chair)	Tom Steele (Group Manager Operations)	Project Manager / Author	Adrian Edgcome-Lucas (Special Projects Manager)	Asset Owner	John Pearson (Manager Water & Wastewater)				
Key Project Aspects		Comments									
Project Scope		Project Scope was redefined to include Wamoon reticulation system to pump station and rising main to Blackwood Street pump station. Destination of sewer is now Leeton Sewerage Treatment Plant (STP). Revised scope has been endorsed by Department of Planning and Environment (DPIE) and Restart NSW (funder). Public Works (PWA) will project manage the development.									
Milestones Achieved / Upcoming		<ul style="list-style-type: none"> <li>Negotiations to continue between PWA and H2H after Council rejected all tenders on May 25.</li> <li>Presentation made to Councillor's at the July 13 workshop by H2H offering alternate more cost-effective solution.</li> <li>Recommendation will be made to Councillor's to adopt solution presented above.</li> <li>Contract to be awarded and agreed with parties: PWA, H2H and LSC.</li> </ul>									
Project Schedule		<ul style="list-style-type: none"> <li>Project is running behind schedule (grant was to have been expended by June 2022)</li> <li>Plan to be delivered as part of supplier's submission and key milestone tasks to be maintained in Pulse for monitoring of completion.</li> </ul>					Current Status	Previous Status			
											
Stakeholder Management		<ul style="list-style-type: none"> <li>External PCG meetings completed to ensure DPIE and PWA are kept informed of project status.</li> <li>Extensive engagement will be required with Wamoon residents to explain alternative solution.</li> </ul>									
Risk Management		<ul style="list-style-type: none"> <li>Governance risk management plan is up to date.</li> <li>Top Risks include:                             <ul style="list-style-type: none"> <li>Funding time pressures. Deed renewal required on completion of supplier works plan advice.</li> <li>Material supply availability identified as a risk given the shortage in the industry at present.</li> <li>Community engagement</li> </ul> </li> </ul>									
Budget		Project Budget	LSC Contribution	Actual Costs	Committed Costs	Variations	Forecast Cost				
		\$4.1M	\$2.933M	\$512,466	\$204,824		\$3.8M				
		Budget of <b>\$4.1M</b> provided by \$1.1675M remaining Restart NSW funding and \$2.9325M LSC contribution.									
Procurement		<ul style="list-style-type: none"> <li>Contract completion and signing to be completed as part of procurement function on project, which is being managed by PWA.</li> <li>Report to council is required to endorse alternative solution.</li> </ul>									
Total Project Status		Status	Comments								
											
Legend		On Track		At Risk		Major Concern					

							Project Status Report			
	<b>Project Name</b>	Vance Industrial Estate Expansion				<b>Current Phase</b>	Definition	X	<b>Report Date</b>	July 2022
							Approval			
							Delivery		<b>Estimated Completion</b>	March 2023
							Completion			
<b>Key Project Team Members</b>	<b>PCG (Chair)</b>	Andrew Reilly (Group Manager Shire Activation)	<b>Project Manager / Author</b>	Michelle Evans (Economic and Strategic Development Manager)	<b>Asset Owner</b>	Tom Steele (Group Manager Operations)				
<b>Key Project Aspects</b>	<b>Comments</b>									
<b>Project Scope</b>	Council has acquired 20ha of land through a land swap and partial purchase. The goal is to develop an expanded industrial estate with roads, services and energy supply (electricity and possibly gas). The available Council owned area could see up to 22 lots delivered, depending on what space the inquiring industries need. The land swap / subdivision must deliver a useable site for the previous landowner by October 2022 by formal agreement. This agreement will require amendment and Robinson's have been consulted about this. The aim is to leverage Council's contribution to secure government investment for the full development and to then market the lots. If no government funding is forthcoming, the project may have to be staged and Council's commitment to the project share may need to be used to execute stage 1 as per the agreement.									
<b>Milestones Achieved / Upcoming</b>	<ul style="list-style-type: none"> <li>Site master planning is nearing completion.</li> <li>Clearance of site trees is being organised.</li> <li>A storm water management study has been completed. The installation of rain tanks which will negate the need for the development to have a water retention basin. This will reduce costs considerably as well as provide an additional allotment for sale.</li> <li>Draft sales contracts are nearing completion and QPL has begun presales marketing.</li> </ul>									
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>A schedule of works will be developed as part of the detailed design with key milestones to be set.</li> <li>Project Requirement Overview completed – Streams include Planning, Land Regulation, Internal Engineering (LSC), External Contractors and Sales (EOI).</li> </ul>						<b>Current Status</b>	<b>Previous Status</b>		
<b>Stakeholder Management</b>	<ul style="list-style-type: none"> <li>Original part landowner has been kept up to date with progress and has confirmed agreeance with new timeframe.</li> <li>Communication plan is under development and will outline consultation and communication methods.</li> <li>Real Estate Agent (QPL) is attending to enquiries for lots.</li> </ul>									
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>Risk management plan completed and up to date.</li> <li>Top risks include:</li> <li>Scheduling pressure risks identified as project needs to be delivered by end Sept 2022 (as per contract with the landowner).</li> </ul>									
<b>Budget</b>	<b>Project Budget</b>	<b>LSC Contribution</b>	<b>Actual Costs</b>	<b>Committed Costs</b>	<b>Variations</b>	<b>Forecast Cost</b>				
	\$3M (approx.)	\$600K	\$110,201	\$32,715	Nil	\$3M				
	An application has been officially approved from Local Roads Community Infrastructure funding (\$1.243M). LSC Water and Sewer contributions have been confirmed.									
<b>Procurement</b>	<ul style="list-style-type: none"> <li>No procurement actions at this stage.</li> </ul>									
<b>Total Project Status</b>	<b>Status</b>	<b>Comments</b>								
		Project is about to complete detailed project design phase.								
	<b>Legend</b>	On Track		At Risk		Major Concern				












							Project Status Report	
	<b>Project Name</b> LELC Extension		<b>Current Phase</b>		Definition		<b>Report Date</b>	July 2022
					Approval			
					Delivery	X	<b>Estimated Completion</b>	December 2022
					Completion			
<b>Key Project Team Members</b>	<b>PCG (Chair)</b>	Andrew Reilly (Group Manager Shire Activation)	<b>Project Manager / Author</b>	Brent Lawrence (Manager Visitor Services & Local Activation)	<b>Asset Owner</b>	Kylie Knight (LELC Manager / Nominated Supervisor)		
<b>Key Project Aspects</b>	<b>Comments</b>							
<b>Project Scope</b>	Preliminary scope is to procure an additional classroom for 20 children, relocate the storage shed and secure additional land for the purpose of the play area. This will increase the capacity of the Centre and allow access to the facility for community families which are currently on a waiting list. Scope has been fully finalised.							
<b>Milestones Achieved / Upcoming</b>	<ul style="list-style-type: none"> <li>Final detailed plans are pending.</li> <li>DA has been submitted.</li> <li>Project is on target to be operational for the commencement of the 2023 school year.</li> </ul>							
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>Shed and Steel for fencing etc has already been procured by the contractor to guard against supply shortages and price escalation</li> <li>A schedule of works will be developed as part of project team meetings with key milestones to be set in accordance with scope and budget once delivery phase is entered.</li> <li>Project delivery is being scheduled to be operational by January 2023.</li> </ul>						<b>Current Status</b>	<b>Previous Status</b>
<b>Stakeholder Management</b>	<ul style="list-style-type: none"> <li>Community enquiries about capacity increases are being responded to by the LELC Manager.</li> </ul>							
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>Governance risk management plan completed and up to date.</li> <li>Top risks include:                             <ul style="list-style-type: none"> <li>Funding shortfall is the highest risk with a \$300K gap at present, however council has voted to use loan funding if required.</li> <li>Contractor availability to construct the demountable building is now categorised as a low risk.</li> </ul> </li> </ul>							
<b>Budget</b>	<b>Project Budget</b>	<b>LSC Contribution</b>	<b>Actual Costs</b>	<b>Committed Costs</b>	<b>Variations</b>	<b>Forecast Cost</b>		
	\$500,000	\$500K	\$15,244	Nil	Self-funded option assessed	\$500K		
	<ul style="list-style-type: none"> <li>Awaiting response from Federal Government National Priority Fund for \$300k which was submitted in August 2021.</li> </ul>							
<b>Procurement</b>	<ul style="list-style-type: none"> <li>Procurement of Shed and Fencing has been completed.</li> <li>Procurement of Demountable to be finalised.</li> </ul>							
<b>Total Project Status</b>	<b>Status</b>	<b>Comments</b>						
		Appropriate grant funding will continue to be sought, however if not available within the delivery timeframe, construction, and delivery with LSC funding only is recommended. No rates funding required – the service will cover the costs.						
	<b>Legend</b>	On Track		At Risk		Major Concern		

							Project Status Report			
	Project Name			Roxy Redevelopment (including Associated Works)		Current Phase	Definition	Report Date	July 2022	
							Approval			
							Delivery	X	Estimated Completion	Stg 1 Nov 2022
							Completion			Stg 2 Feb 2023
Key Project Team Members	PCG (Chair)		Jackie Kruger (General Manager)	Project Manager / Author	Gideon Vos (Procurement & Building Services Coordinator)		Asset Owner			
Key Project Aspects	Comments									
Project Scope	Deliver a refurbished Roxy that is fire, WHS and disabled access compliant, including an upgraded stage, upgraded services, new dressing rooms, new toilets, new heating / cooling, new roof, more versatile auditorium with flat floor and retractable seating, bar area, theatre, new forecourt, and repaired awning. The project consists of 2 stages, with stage 1 underway and due for completion by 30 November 2022 and Stage 2 target is February 2023. Stage 2 yet to be formally let.									
Milestones Achieved / Upcoming	<ul style="list-style-type: none"> <li>• MDBEDF extension to Feb 2023 completed and revised deed signed.</li> <li>• Monthly PCG with LSC team and Create NSW funder occurring.</li> <li>• Construction works underway with a focus on demolition.</li> <li>• Evaluation on second RFT for "Roxy Seating" and "Specialised Equipment" completed with all rejected in favour of direct negotiation.</li> </ul>									
Project Schedule	<ul style="list-style-type: none"> <li>• Funder (Create NSW) deed currently has 30 June 2022 completion date. A formal variation is under preparation for Create NSW and the funder is aware of the intention to request an extension.</li> <li>• LSC Project Manager is getting Lloyds to revisit their works schedule to match critical paths.</li> <li>• Stage 2 will be formalised once BBRF funding is announced.</li> </ul>						Current Status	Previous Status		
Stakeholder Management	<ul style="list-style-type: none"> <li>• LSC met with NSW Create Funding representatives to discuss delivery pressures.</li> <li>• Lloyd Group activity has been captured and 3 media releases has been issued. The intention is to provide at least monthly updates.</li> <li>• Roxy redevelopment Committee has been reconvened.</li> </ul>									
Risk Management	<ul style="list-style-type: none"> <li>• Project Director and Project Manager completed an up-to-date Risk Assessment.</li> <li>• Top Risks include:                             <ul style="list-style-type: none"> <li>○ Financial – cost escalation due to prolongation, supply shortages, material price increases, latent defects, variations, and electrical price increase.</li> <li>○ Compliance – FEBQ (fire) approval still outstanding.</li> <li>○ Workforce – potential churn of consultants and project management. Also, inability to attract labour.</li> </ul> </li> </ul>									
Budget	Project Budget (Council Approved)	LSC Contribution (Potential up to \$4.884M)	Actual Costs to Date	Committed Costs to Date	Variations to Date	Forecast Cost				
	\$10,070,950	\$2.089M	\$1,609,606			\$10,070,950				
	<ul style="list-style-type: none"> <li>• Pending BBRF announcement for \$2.2M expected end July 2022.</li> </ul>									
Procurement	<ul style="list-style-type: none"> <li>• Forecourt procurement has been finalised.</li> <li>• "Roxy Seating" and "Specialised Equipment" procurement to be completed.</li> </ul>									
Total Project Status	Status	Comments								
		Time and budget constraints need to be closely managed to bring the project in on time and within budget.								
Legend	On Track		At Risk		Major Concern					

										Project Status Report		
	<b>Project Name</b>	Leeton Aquatic Centre – Remedial Works (excluding Replacement Slide and Water Toys)				<b>Current Phase</b>	Definition (new slide)	X	<b>Report Date</b>	July 2022		
							Approval					
							Delivery		<b>Estimated Completion</b>	Sep 2022		
							Completion (pools)	X				
<b>Key Project Team Members</b>	<b>PCG (Chair)</b>	Tom Steele (Group Manager Operations)	<b>Project Manager / Author</b>	Adrian Edgcome-Lucas (Special Projects Manager)		<b>Asset Owner</b>	Josh Clyne (Manager Open Space & Recreation)					
<b>Key Project Aspects</b>	<b>Comments</b>											
<b>Project Scope</b>	The scope of the remedial works includes: <ul style="list-style-type: none"> <li>Eastern Side Pipe Replacement (including Concourse)</li> <li>Management of existing defects list and adjustment of defect and liability period, if required</li> <li>Confirming future plans for scheduled maintenance services.</li> </ul>											
<b>Milestones Achieved / Upcoming</b>	<ul style="list-style-type: none"> <li>Contractors for remediation works engaged and works have been completed.</li> <li>Commencement of slippery concrete defect remediation yet to commence. Grinding solution being completed. This defect is being managed by Omnistruct directly.</li> </ul>											
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>Completion of defect rectification on SP1 to be completed in readiness for season opening.</li> </ul>						<b>Current Status</b>	<b>Previous Status</b>				
<b>Stakeholder Management</b>	<ul style="list-style-type: none"> <li>N/A but future media release an option.</li> </ul>											
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>Risks associated with potential disputes are being constantly monitored. Aim is to achieve a negotiated settlement.</li> </ul>											
<b>Budget</b>	<b>Project Budget</b>	<b>LSC Contribution</b>	<b>Actual Costs</b>	<b>Committed Costs</b>	<b>Variations</b>	<b>Forecast Cost</b>						
	\$312,974 Withheld funds Omnistruct may challenge.	TBD	\$172,949			\$350,000						
	<ul style="list-style-type: none"> <li>Retention monies of \$138,000 have been withheld and included in project budget. Builder may attempt to claim after 31 July.</li> <li>Builder agreed to fund initial western pipework remediation with retention monies held. Insufficient balance available to cover full eastern side but council noted funds in 2022 to complete the job.</li> </ul>											
<b>Procurement</b>	<ul style="list-style-type: none"> <li>No known procurement items.</li> </ul>											
<b>Total Project Status</b>	<b>Status</b>	<b>Comments</b>										
		<ul style="list-style-type: none"> <li>Remediation works on Eastern &amp; Western Concourse 100% completed.</li> <li>Slippery concourse remediation is still outstanding.</li> </ul>										
	<b>Legend</b>	On Track		At Risk		Major Concern						

							Project Status Report			
	<b>Project Name</b>	Leeton Aquatic Centre –Slide and Pool Toy Replacement				<b>Current Phase</b>	Definition (new slide)	X	<b>Report Date</b>	July 2022
							Approval			
							Delivery		<b>Estimated Completion</b>	TBD
							Completion			
<b>Key Project Team Members</b>	<b>PCG (Chair)</b>	Tom Steele (Group Manager Operations)	<b>Project Manager / Author</b>	Adrian Edgcome-Lucas (Special Projects Manager)	<b>Asset Owner</b>	Josh Clyne (Manager Open Space & Recreation)				
<b>Key Project Aspects</b>	<b>Comments</b>									
<b>Project Scope</b>	The scope of the remedial works includes: <ul style="list-style-type: none"> <li>Procurement and installation of replacement Slide</li> <li>Procurement and installation of Pool Toys</li> </ul>									
<b>Milestones Achieved / Upcoming</b>	<ul style="list-style-type: none"> <li>Slide Expression of Interest (EOI) has been issued with responses received and evaluated.</li> <li>Slide Request for Tender (RFT) to be issued. The contract issued with the RFT is an design and construct contract.</li> <li>Quote for replacement pool toys has been finalised by Southern Central. Quote value including installation and certification is \$95K.</li> </ul>									
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>A schedule of works to be developed for works on both scope items once contractors are engaged to complete the works.</li> </ul>					<b>Current Status</b>	<b>Previous Status</b>			
<b>Stakeholder Management</b>	<ul style="list-style-type: none"> <li>Communications to be completed to update community on the status of the works once slide RFT process is complete.</li> <li>Toys will be communicated once they are installed.</li> </ul>									
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>Risk registers to be established for slide procurement, toy procurement and filtration services to support slide installation.</li> <li>Process for removing existing slide parts having regard to legal risks complete and site has been cleared. Slide parts are being stored at the landfill.</li> <li>Highest risks are delivering the slide and pool toys with least financial impact on Council.</li> </ul>									
<b>Budget</b>	<b>Project Budget</b>	<b>LSC Contribution</b>	<b>Actual Costs</b>	<b>Committed Costs</b>	<b>Variations</b>	<b>Forecast Cost</b>				
	\$896,000	TBD	Nil							
	<ul style="list-style-type: none"> <li>Council has almost \$900K in its pool reserve which will cover the cost of a new slide.</li> </ul>									
<b>Procurement</b>	<ul style="list-style-type: none"> <li>Procurement strategy for purchase of pool toys and slide has been finalised.</li> <li>Direct procurement of replacement stainless steel pool toys from Southern Central has been approved by the General Manager.</li> </ul>									
<b>Total Project Status</b>	<b>Status</b>	<b>Comments</b>								
		<ul style="list-style-type: none"> <li>Replacement Project (Slide) in the definition stage with procurement considerations to be defined and approved at PCG.</li> </ul>								
	<b>Legend</b>	On Track		At Risk		Major Concern				



							Project Status Report			
	<b>Project Name</b>	Canal Street Rehabilitation				<b>Current Phase</b>	Definition	X	<b>Report Date</b>	July 2022
							Approval			
							Delivery		<b>Estimated Completion</b>	March 2024
							Completion			
<b>Key Project Team Members</b>	<b>PCG (Chair)</b>	Tom Steele (Group Manager Operations)	<b>Project Manager / Author</b>	Chris Lashbrook (Manager Roads and Drainage)	<b>Asset Owner</b>	Chris Lashbrook (Manager Roads and Drainage)				
<b>Key Project Aspects</b>	<b>Comments</b>									
<b>Project Scope</b>	The scope of the project is to rehabilitate the current Canal Street from Market Road to Brady Way. A detailed design is to be developed and the scope will be updated once the design is complete									
<b>Milestones Achieved / Upcoming</b>	<ul style="list-style-type: none"> <li>Work on preliminary design was completed and costed and work on revised detailed design has commenced.</li> <li>First risk assessment completed.</li> <li>Draft Communication and Stakeholder Plan completed.</li> <li>Service Lane feasibility to be considered and a recommendation provided by design team.</li> <li>High level cost estimate completed with an estimate of approx. \$3M. This is for the "blue ribbon" solution and value managing the project scope is underway.</li> </ul>									
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>A schedule of works to be developed once scope is fully defined.</li> <li>Design Milestones have been committed and will be tracked in monthly PCG meetings.</li> </ul>						<b>Current Status</b>	<b>Previous Status</b>		
<b>Stakeholder Management</b>	<ul style="list-style-type: none"> <li>Stakeholder and Communication Document developed.</li> <li>Infrastructure Committee to be presented preliminary design for comment.</li> <li>Residents will be consulted once the design phase is endorsed by the Infrastructure Committee.</li> </ul>									
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>Project Risk registers established and maintained in PM System (Pulse).</li> <li>Top Risks Include:                             <ul style="list-style-type: none"> <li>Budget constraints and shortfall to complete project.</li> <li>Material supply availability identified as a risk given the shortage in the industry at present.</li> <li>Community engagement</li> </ul> </li> </ul>									
<b>Budget</b>	<b>Project Budget</b>	<b>LSC Contribution</b>	<b>Actual Costs</b>	<b>Committed Costs</b>	<b>Variations</b>	<b>Forecast Cost</b>				
	\$2.070M	\$307,0000	\$17,450	\$17,400		\$2.070M				
<b>Procurement</b>	<ul style="list-style-type: none"> <li>Funding (\$1.7M) from fixing Local Roads has been secured and an extension has been offered which LSC has committed to taking up.</li> <li>No procurement tasks at present.</li> </ul>									
<b>Total Project Status</b>	<b>Status</b>	<b>Comments</b>								
		<ul style="list-style-type: none"> <li>Initial PCG established and Scope being defined.</li> </ul>								
	<b>Legend</b>	On Track 	At Risk 	Major Concern 						

**ITEM 7.4          PROPOSED LICENCE OF PART RESERVE 61839 TO THE LEETON JOCKEY CLUB**

<b>RECORD NUMBER</b>	22/289
<b>RELATED FILE NUMBER</b>	EF21/559
<b>AUTHOR/S</b>	Property Coordinator and Native Title Manager Manager Open Space and Recreation
<b>APPROVER/S</b>	Group Manager Corporate

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**SUMMARY/PURPOSE**

The Leeton Jockey Club has been the steward of the Leeton Racecourse Reserve since the 1940's. The Reserve is classified as Community Land and categorised as General Community Use, Sportsground and Park. The Plan of Management for the Racecourse Reserve was adopted on 26 February 2020. Council has negotiated Licence terms and conditions to legitimise the Leeton Jockey Club's continued occupation and stewardship of part of the reserve in accordance with the conditions of the Crown Land Management Act 2016 and the Local Government Act 1993.

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**RECOMMENDATION**

THAT Council:

1. Endorses in principle a Licence for a period of five (5) years to the Leeton Jockey Club for the current minimum Crown Land rent for the use of part of the reserve together with fees and charges for the preparation and advertising of the Licence in accordance with Council's Fees and Charges.
  2. Advertises its intention to enter into the Licence with the Leeton Jockey Club in accordance with the provisions of s.47 of the Local Government Act 1993.
  3. Should no submissions be received, Council will enter into the Licence with the Leeton Jockey Club.
  4. Authorises the Mayor and General Manager to sign the Licence agreement generally in accordance with the terms contained in this report.
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**REPORT**

**(a) Background**

The land to which this Licence applies is part Crown Reserve 61839 (Leeton Racecourse), being the reserve for Racecourse and Public Recreation which was notified in the Government Gazette on 13 January 1922 and again in 1930 to create

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the Aviation purpose. The land is contained in Lot 774 Deposited Plan 42494. The Reserve is zoned RE1 Public Recreation under the Leeton Local Environmental Plan 2014.

The Leeton Racecourse is owned by the Crown and is managed by Leeton Shire Council as Crown Land Manager under the Crown Land Management Act 2016. The management and use of the land is subject to the provisions contained in the Crown Land Management Act 2016 and the Local Government Act 1993 and is not subject to any condition, restriction or covenant imposed by the owner.

The Plan of Management for the reserve expressly authorises the issue of leases, licences and other estates over the Leeton Racecourse, provided that:

- the purpose is consistent with the core objectives for the category of the land.
- the lease, licence or other estate is for a permitted purpose listed in the Local Government Act 1993 or the Local Government Regulations 2005.
- the issue of the lease, licence or other estate and the provisions of the lease, licence or other estate can be validated by the provisions of the Native Title Act 1993.
- the land is not subject to a claim under the Aboriginal Land Rights Act 1983.
- the lease, licence or other estate is granted and notified in accordance with the provisions of the Local Government Act 1993 or the Local Government Regulations 2005.
- the issue of the lease, licence or other estate will not materially harm the use of the land for any of the purposes for which it was dedicated or reserved.

The Plan of Management for the reserve states that areas held under lease, licence or regular occupancy shall be maintained by the user. The user will be responsible for maintenance and outgoings as defined in the lease or licence or agreement for use. <https://www.leeton.nsw.gov.au/f.ashx/Council-Policies2/Plan-of-Management-Leeton-Racecourse-D20-1859.pdf>

## **(b) Discussion**

The Racecourse is a valued regional recreation facility for the Leeton Shire. It offers both passive and active recreation with a range of activities including horse racing, ballooning, walking, picnics, equestrian events, model aviation flying as well as sports training and competitions and community events.

In situations where Council as Crown Land Manager is not organising or conducting an activity, they should not take responsibility for the risks involved, but rather enter into a suitable agreement that passes the responsibilities to the user.

The Reserve adjoins the Leeton Showground and the Leeton Golf Course. Part of the reserve contains infrastructure for the Golf Course. In this instance a Licence rather than a Lease is deemed the most suitable document to secure tenure as the Jockey Club will be responsible for only the part of the reserve that is not occupied by the Golf Course infrastructure and ongoing access by the public must be maintained.

In accordance with s.46A of the Local Government Act 1993, as the Jockey Club is a non-profit organisation Council may grant a Licence over the land without conducting a tender process. This is also considered fair and the operation of the racecourse is specialised and the Jockey Club has had stewardship of the reserve since at least the 1940's.

To assist Council Crown Land Managers in their management of Crown Land, and to ensure that the provisions required by Crown Lands as the owner, the Department of Planning and Environment (Crown Lands) have developed standard lease and licence templates to be used for preparing lease and licence agreements. The proposed Licence for the Leeton Jockey Club has been prepared using the required template. The rent for the reserve is the current minimum Crown Land rent which is currently \$535 per annum. The Licence provides for an annual CPI increase which is applied annually to the minimum Crown Land rent figures by Crown Lands. The proposed Licence has been approved by the Leeton Jockey Club. **Attachment 1.**

The Jockey Club's stewardship of the reserve has included the management and arrangement of the use of the Racecourse Inner Track area and General Community Uses areas of the reserve by various user groups for activities such as equestrian training and events, model and radio-controlled aircraft. Part of the inner area is used on an occasional basis for hot air ballooning, the Vintage and Machinery Groups bi-annual weekend and a Tractor Pull and Country Roundup which has been held annually. The proposed Licence provides for the Jockey Club's ongoing stewardship of these activities.

Councils are required to employ a qualified Native Title Manager who is approved by the Minister Administering the Crown Lands Act. Council must obtain written advice from the Native Title Manager that the proposed licence arrangement comply with any applicable provisions of the Commonwealth Native Title Act 1993. A Native Title Assessment undertaken by Council's ministerially approved Native Title Manager is attached to this report. **Attachment 2.**

### **(c) Options**

THAT Council:

1. Endorses in principle a proposed Licence for a period of five (5) years to the Leeton Jockey Club for the minimum Crown Land rent for the use of part of the reserve together with fees and charges for the preparation and advertising of the Licence in accordance with Council's Fees and Charges. **This is the preferred option.**
2. Does not endorse the proposed Licence to the Leeton Jockey Club and explores alternative management options for the reserve.

### **IMPLICATIONS TO BE ADDRESSED**

#### **(a) Financial**

The generated annual income which commences at \$535pa will contribute to the maintenance of the Reserve.

**(b) Policy**

Leeton Racecourse Reserve 61839 Plan of Management.  
<https://www.leeton.nsw.gov.au/f.ashx/Council-Policies2/Plan-of-Management-Leeton-Racecourse-D20-1859.pdf>

**(c) Legislative/Statutory**

*Local Government Act 1993*- Division 2.  
Use and management of community land.

*Local Government Act 1993* - Section 46 - Leases licences and other estates in respect of community land generally.

*Local Government Act 1993* - Section 46A – Means of granting leases, licences and other estates.

*Local Government Act 1993* - Section 47A & s.47 (1) – (4) Leases, licences and other estates in respect of community land – terms of 5 years or less.

*Crown Land Management Act 2016* - Part 8 Section 8.7  
*Native Title Act 1993* – Subdivision J – Clause 24JA

*Crown Land Management Act 2016* - Division 3.4  
Crown Land Managed by Councils.

*Crown Land Management Act 2016* - Division 5.6.  
Licences over Crown land

*Aboriginal Land Rights Act 1983* - Section 36  
Crown land not lawfully used and occupied is claimable Crown land.

**(d) Risk**

Use of the land without a Lease or Licence is not lawful. Council must licence the land to the user of the land to comply with the *Local Government Act 1993* and the *Crown Lands Act 2016*.

Crown land not being lawfully used or occupied is claimable land under the *Aboriginal Land Rights Act 1983*. This would result in the transfer of the freehold for the land to the Local Aboriginal Land Council.

**CONSULTATION**

**(a) External**

The Leeton Jockey Club

**(b) Internal**

Native Title Manager

Manager Open Space & Recreation  
Group Manager Operations

**LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN**

Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.

**ATTACHMENTS**

- 1 [↓](#) Attachment 1 Proposed Licence Part R61839 - Leeton Jockey Club
- 2 [↓](#) Attachment 2 R61839 Proposed Licence to the Leeton Jockey Club Native Title Assessment

**LEETON SHIRE COUNCIL**

And

**LEETON JOCKEY CLUB**

**LICENCE AGREEMENT FOR OCCUPATION OF  
PART RESERVE 61839 – LEETON RACECOURSE**

**AGREEMENT** dated **[INSERT date]**

**BETWEEN** **LEETON SHIRE COUNCIL**, appointed under the *Crown Land Management Act 2016* (herein after referred to as the "CLM Act 2016"), as Crown Land Manager of Reserve 61839 – LEETON RACECOURSE Notified 2 May 1930 (hereinafter called the "Licensor").

**AND** **LEETON JOCKEY CLUB** (ABN 43438956395) of **[INSERT ADDRESS - IF COMPANY USE REGISTERED ADDRESS]**

THE PARTIES AGREE AS FOLLOWS.

## **1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION**

### **Authority for grant of Licence**

The Licensor warrants that it is the Crown Land Manager responsible for the care, control and management of the Premises under the CLM Act 2016.

## **2 DEFINITIONS**

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to each Premises Appendix depicting the Premises.

**Annual Rent** means:

The annual rent is to be the equivalent of the minimum statutory amount determined by the Department of Crown Lands on an annual basis.

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

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

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

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

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

**Enclosed Area** means the area (which comprises the Premises and 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 or exclusive to the Leeton Jockey Club;

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



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

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

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

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

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

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

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

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

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

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

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

**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 Land Management Regulation 2018*, as amended or replaced from time to time; or the Local Government (General) Regulation 2005;

**Rent** means the Annual Rent calculated as specified in Column 2 of Item 5 of Schedule 1 and payable upon each Due Date.

**Rent Rebate** means such amount as specified in Column 2 of Item 3 of Schedule 1 given to the Licensee from the Licensor as per clause 14.5 as expressed either as an absolute dollar value or percentage of the annual rent;

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

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

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

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

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

### **3 CONSTRUCTION**

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

#### **3.1.1 Plurals**

Words importing the singular include the plural and vice versa;

#### **3.1.2 Gender**

Words importing any gender include the other gender;

#### **3.1.3 Persons**

A reference to a person includes:

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

#### **3.1.4 Headings**

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

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

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

#### **3.1.6 Time**

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

#### **3.1.7 Money**

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

#### **3.1.8 Defined Terms**

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

**3.1.9 Writing**

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

**3.1.10 Contra Preferentum**

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

**3.1.11 Statutes**

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

**3.1.12 Licence**

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

**3.1.13 Priority**

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

**3.2 Warranties and Undertakings**

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

**3.3 Further Assurances**

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

**3.4 Relationship of Licensor and Licensee**

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

**3.5 Time to be of the Essence**

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

**4 SEVERABILITY**

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

**5 ESSENTIAL CONDITIONS OF LICENCE**

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 20 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 must not:

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

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

**6.3 No exclusive possession**

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

**7 COMMENCEMENT OF LICENCE AND TERM**

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

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

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

**9 LICENSEE TO YIELD UP**

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

**10 TERMINATION OF LICENCE - S. 3.43 OF CLM ACT 2016 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 will terminate under section 3.43 of the CLM Act 2016 if the reservation or dedication over that part of the Reserve that comprises the whole or part of the Premises is revoked, 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 3.43(2) 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 3.43(4) of the CLM Act 2016 no compensation will be payable in respect of the Termination of this Licence by the operation of section 3.43.

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

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

## **12 ACCEPTANCE OF RENT NOT WAIVER**

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

## **13 HOLDING OVER BY LICENSEE**

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

## **14 LICENSEE'S RENT AND OUTGOINGS**

### **14.1 Licensee to Pay Rent**

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

### **14.2 Goods and Services Tax**

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

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

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

#### **14.3 Rent and Adjusted Rent**

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

#### **14.4 Calculation of Annual Rental Adjustment**

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:
- (b) The equivalent of the minimum statutory amount determined by the Department of Crown Lands on an annual basis.
- (d) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding than 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 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) At all times the Rent must exceed the statutory minimum rental applicable to tenures under the CLM Act;
- (c) Where the Licensee is not granted a Rent Rebate, the Annual Rent applies.

#### **15 CONTINUING OBLIGATION**

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

#### **16 NO REDUCTION IN RENT**

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

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and



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

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

#### **17 LICENSEE TO PAY CHARGES**

- 17.1 The Licensee must when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) taxes, assessments (excepting rates), duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.
- 17.2 Where the Licensor requires evidence for such payments the Licensee must produce such evidence within ten Business Days after the respective due dates for payment.
- 17.3 In the case where such taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

#### **18 LICENSEE TO PAY OTHER CHARGES**

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

#### **19 LICENSEE TO PAY FOR SERVICES**

The Licensee must as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, potable water (excepting raw water) or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee unless Schedule 2, Special Conditions, permit otherwise.

#### **20 LICENSEE TO PAY COST OF WORK**

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

#### **21 COSTS PAYABLE BY LICENSEE TO LICENSOR**

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

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

## **22 COSTS PAYABLE BY LICENSOR**

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

## **23 INTEREST ON OVERDUE MONEYS**

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

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

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

## **25 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **25.1 Access**

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

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

#### **25.2 Entry by the Public**

The Licensee must allow the public to have right of access over that part of the Premises shown in the attached map 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 (unless it has been deemed to have been given under section 2.23 of the CLM Act 2016) and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor and the Minister shall be carried out at the Licensee's expense.

#### **25.4 Maintenance of Premises and Enclosed Areas**

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

#### **25.5 Licensee to erect barricades etc**

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

#### **25.6 No residence on Premises**

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

#### **25.7 Licensee not to remove materials**

- (a) The Licensee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.

- (b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

#### **25.8 Licensee not to burn off**

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

#### **25.9 Rodents and Vermin**

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

### **26 ADVERTISING**

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

### **27 NOTIFICATION OF ACCIDENT**

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

### **28 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee must not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or

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

**29 HAZARDOUS SUBSTANCES**

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

**30 RELICS**

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

**31 ARTEFACTS**

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

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

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession

or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.

- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

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

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

### **34 BREAKAGES**

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

### **35 INDEMNITIES AND INSURANCE**

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

- (a) The Licensee indemnifies and keeps indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor will or may be or becomes liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
  - (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
  - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor must use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

#### **35.2 Indemnity Continues After Expiration of Licence**

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

**35.3 Exclusion of Consequential Loss**

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

**36 INSURANCE - PUBLIC RISK**

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

**37 PROVISIONS RE POLICIES**

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

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

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

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

**39 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

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

**40 NO LIABILITY FOR FAILURE OF SERVICES**

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

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

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

**42 RELEASE OF LICENSOR FROM LIABILITY**

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

**43 LICENSOR'S WARRANTIES AND COVENANTS**

**43.1 Hazardous Chemicals**

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



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

##### **44.1 Approval by Licensor**

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

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

##### **45.1 Proportionate Liability**

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

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

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

##### **45.3 Licensee to Comply with Environmental Laws**

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

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

- (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

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

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

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

### 46 NOTICES

#### 46.1 Service of Notice on Licensee

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

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

#### 46.2 Service of Notice on Licensor

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

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

#### 46.3 Notices

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

### 47 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents

where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.

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

**48 NO MORATORIUM**

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

**49 NO WAIVER**

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

**50 NO MERGER**

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

**51 COUNTERPARTS**

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

**52 CONTACT PERSON**

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

**53 APPLICABLE LAW**

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

**54 NO HOLDING OUT**

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

**55 WHOLE AGREEMENT**

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

**56 SPECIAL CONDITIONS**

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

**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	2	<b>Licensor</b>	LEETON SHIRE COUNCIL
2	2	<b>Licensee</b>	THE LEETON JOCKEY CLUB
3	2	<b>Market Rent</b>	Not Applicable
4	2	<b>Rent Rebate</b>	Not Applicable
5	2	<b>Initial Rent</b>	The Annual Rent is to be the equivalent of the minimum Statutory amount determined by the Department of Crown Lands on an annual basis.
6	2	<b>Due Date</b>	xxxxx and each anniversary of this date in each year of the Term of Agreement and any holding over period.
7	14.4	<b>Annual Rental Adjustment</b>	12 months from commencement and annually there after
8	14.5	<b>Market Rent Review Date</b>	Not Applicable
9	24	<b>Address for Payment of Rent</b>	Upon Invoice to: Leeton Shire Council 23-25 Chelmsford Place Leeton NSW 2705.
10	46.1	<b>Licensee's address for Service of Notices</b>	Leeton Jockey Club PO Box 230 Leeton NSW 2705
11	46.2	<b>Licensor's address for Service of Notices</b>	Leeton Shire Council 23-25 Chelmsford Place Leeton NSW 2705
12	36	<b>Public Risk Insurance amount</b>	<b>\$20 Million</b>
13	52	<b>Licensor's Contact Person</b>	Manager Open Space and Recreation Josh Clyne Ph: 0269530914
14	52	<b>Licensee's Contact Person</b>	Grant Fitzsimon Mob: 0428 534 686
15	6	<b>Permitted Use</b>	Those uses in accordance with the Reserve Purpose and category of the land as per the Plan of Management approved on 26 February 2020.
16	7	<b>Commencement Date</b>	<b>xxxxx</b>
17	7	<b>Expiry Date</b>	<b>xxxxx</b>
18	2	<b>Term of Agreement</b>	Five (5) years
19	5	<b>Essential Conditions of Licence</b>	Clauses 1.1, 1.2, 6.2, 6.3, 8, 14, 33, 35, 36, 37, 38,39, 41, 42, 45.2, 45.3, 45.4
20	25.2	<b>Entry by the public</b>	Not Applicable (Gates kept unlocked)

End of Schedule 1

## **Schedule 2 Special Conditions**

### **1. SUBLEASING**

- 1.1 The Licensee may sub-licence or grant a user agreement over part of the Premises or any part of them with the consent of the Licensor. The Licensor will not unreasonably withhold its consent.
- 1.2 Any Sub-Licence or User Agreement to be used by the Licensee must be approved by the Licensor and be in accordance with the reserve purpose and category of the land and the provisions of the Plan of Management for the Reserve adopted on 26 February 2020.
- 1.3 The Licensee is to pay the Licensor's reasonable legal and other costs relating to considering and giving consent, including any costs which the Licensor incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability of any proposed subtenant.

### **2. CARETAKERS RESIDENCE**

- 2.1 The Licensee may permit the Caretakers Residence to be occupied by a Caretaker from time to time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

The Common Seal of **LEETON SHIRE COUNCIL** was affixed in the presence of:

**LEETON JOCKEY CLUB**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Signatory

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

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

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

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

SIGNED BY THE LICENSEE in the presence of

\_\_\_\_\_  
Second Signatory

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

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

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

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

**NOTE:** *(delete notes prior to printing)*

A company's power to sign, discharge and otherwise deal with contracts can be exercised by an individual acting with the company's authority and on its behalf. A company can deal with contracts without using a common seal.

A company may execute a document by having it signed by:

- 2 directors of the company; or
- a director and the company secretary; or
- for a company with a sole director who is also the sole secretary—that director.

**PREMISES APPENDIX**

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN LEETON SHIRE COUNCIL AND LEETON JOCKEY CLUB. IN ACCORDANCE WITH THE PROVISIONS OF the Local Government Act 1993 and CLM ACT 2016, THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

**Description of Licence Premises:**

Reserve Number	Part Reserve 61839
Parish	Yarangery
County	Cooper
Locality	Leeton
Lot in Deposited Plan	Part Lot 774 DP 42494
Area of licence	312,486 m2 Plan attached Marked 'B'
Commencement Date	<i>[insert]</i>
Expiry Date	<i>[insert]</i>
Initial Rent	\$ the minimum Statutory amount determined by the Department of Crown Lands for the period prior to the commencement date of the Licence.
Plan	Plan attached and marked as "A"
Description of any structures	<i>As per the Plan of Management adopted on 26 February 2020.</i>
Exclusive Area 1	<i>Area outlined in red in the Plan attached marked "C".</i>
Exclusive Area 2	Area of encroachment onto the Reserve by the LEETON GOLF COURSE shown as map "D". Exclusive to Leeton Golf Course.





"B"



"C"



"D"





## NATIVE TITLE REPORT

### 1. Details of activity on Crown Land

The proposed grant of a five (5) year licence to the Leeton Jockey Club over part Reserve 61839 being part Lot 774 DP 42494 for the purpose of occupation and stewardship of the Leeton Racecourse.

#### 2a. Is the land excluded land?

Yes No

#### 2.b. Is the activity a future act?

Yes No

#### 2b. If it is, why? If it is not, why not?

The issue of a licence over Crown land **may** affect native title, however the activities proposed are consistent with the reserve purpose of the land and are not considered to exclude other people from accessing the land generally.

### 3. If the activity is a future act, which of the following subdivisions of the future act regime under the Native Title Act 1993 validate it?

• Subdivision G	Yes	No
• Subdivision H	Yes	No
• Subdivision I	Yes	No
• Subdivision JA	Yes	No
• Subdivision J	Yes	No
• Subdivision K	Yes	No
• Subdivision L	Yes	No
• Subdivision M	Yes	No

#### 4a. If none of the above subdivisions will validate the future act, does the proponent currently have s. 24FA protection?

~~Yes~~ ~~No~~ N/A The Act is validated by Subdivision J

#### 4b. If the Council does not have s. 24FA protection, should they be required to obtain s. 24FA protection? If not, why not?

N/A The Act is validated by Subdivision J

#### 5. If none of the other subdivisions will validate the future act, should an Indigenous land use agreement be negotiated?

N/A The Act is validated by Subdivision J

#### 6. Requirements to notify any representative body and other procedural rights. s.24JB

The non-extinguishment principle applies to future acts validated under subdivision J unless the future act is the establishment of a public work as defined in s.253 NT Act, 1993. The Licence does confer the right to the Licensee to carry out works under the licence provided that they are approved by Council and have been assessed by Council's Native Title Manager as being in accordance with the reserve purpose of the land and will not cause material harm.

The native title holders would be entitled to compensation for the effect of the future act on their rights and interests if they would be entitled to compensation in accordance with Division 5 of the Native Title Act, 1993.

Acts validated under Subdivision J Notification that do not fall within the category of 'public works' do not require notification.

**Subdivision J**

SUBDIVISION J - REQUIREMENT	SECTION OF THE NT ACT	SATISFIED
There was a valid earlier act that took place on or before 23 December 1996.	s.24JA(1)(a)	Yes.
The earlier act was valid.	s.24JA(1)(b)	Yes.
The earlier act was done by the Crown, or consisted of the making, amendment or repeal of legislation.	s.24JA(1)(c)	Yes.
The whole or part of any land or waters under the reservation was to be used for a particular purpose; and	s.24JA(1)(d)	Yes.
The later act is done in good faith:	s.24JA(1)(e)	Yes.
i. under or in accordance with the reservation; or	s.24JA(1)(e)(i)	Yes.
ii. in the area covered by the reservation, so long as the act's impact on native title is no greater than the impact of any act that could have been done under or in accordance with the reservation would have had.	s.24JA(1)(e)(ii)	

**Comments:**

**s.24JA(1)(a)**

This requirement is satisfied as the relevant land was subject to a reservation created before 23 December, 1996. Reserve 61839 was reserved from sale or lease for the purpose of Public Recreation on 23 January, 1925.

**s.24JA(1)(b)** is satisfied as the Reserve was notified in the Government Gazette of 2 May, 1930, therefore notification as required under the provisions of the Crown Lands Consolidation Act 1913 were met and as such the act was valid.

**s.24JA(1)(c)** is satisfied as the reservation was carried out by the Crown under the provisions of the Crown Lands Consolidation Act, 1913 such reservation being carried out by a statutory power, exercised by a Minister of the Crown.

**s.24JA(1)(d)** is satisfied as the land was to be used for a specific purpose being a reservation under the Crown Lands Act, 1894 which reserved the land from sale for the purpose of Racecourse, Aviation and Public Recreation.

**s.24JA(1)(e)(ii)** is satisfied as the issue of a five (5) year Licence to the Leeton Jockey Club is an act that can be lawfully done under the Crown Lands Management Act 2016 as the act will have no greater impact on native title than any act that could have been done in accordance with the reservation.

**Summary: The proposed issue of a licence to the Leeton Jockey Club, over Reserve 61839 is a future act which can be validated by the provisions of Subdivision J of the Native Title Act, 1993.**

*Donna O'Bryan*

Native Title Manager, Leeton Shire Council

**OPERATIONAL MATTERS**

**ITEM 7.5      TRANSFER OF CROWN ROAD TO COUNCIL - CEMETERY EXPANSION**

<b>RECORD NUMBER</b>	22/271
<b>RELATED FILE NUMBER</b>	EF21/95
<b>AUTHOR/S</b>	Property Coordinator and Native Title Manager Manager Open Space and Recreation
<b>APPROVER/S</b>	Group Manager Operations

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**SUMMARY/PURPOSE**

Lots 7300 and 7302 in DP 1159173 were added to the Council managed Dedication No. 559-41 (Leeton General Cemetery) to allow for the expansion of the Leeton General Cemetery. An unformed Crown Road traverses Lot 7300. Separately, Council's operation of the Cemetery has also encroached upon Lot 6540 DP 1198693 which is Murrumbidgee Irrigation (MI) land.

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**RECOMMENDATION**

THAT Council

1. Approves the transfer to Council of Lot 6540 DP 1198693 from Murrumbidgee Irrigation for the sum of \$1.00.
  2. Upon transfer of the lot, approves the creation of an easement for a Murrumbidgee Irrigation pipeline presently contained in Lot 6549 DP 1198693.
  3. Approves the transfer to Council of the unconstructed Crown Road traversing Dedication 559-41, Lot 7300
  4. Upon transfer of the road, agrees in principle to the proposal to close the road to enable expansion of the cemetery.
  5. Notifies all adjoining owners and notifiable authorities of the proposal to close the road.
  6. Invites any interested parties to make public submissions concerning the proposal within the submission period.
  7. Provided no objections are received for the closure, classifies the closed road as operational land.
  8. Gives 28 days public notice of the classification under section 34 of the Local Government Act 1993.
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## **REPORT**

### **(a) Background**

Council had identified that the addition of Lots 7300 and 7302 to the existing cemetery dedication as being essential for the expansion of the Leeton General Cemetery. These lots were added to the Cemetery Dedication, however, the Crown road which traverses Lot 7300 will need to be acquired via a separate process.

In undertaking due diligence for the expansion, Council staff have also discovered that the Cemetery operation has encroached upon adjoining MI land, being Lot 6540 DP1198693.

### **(b) Discussion**

#### **Addition of Lots 7300 and Lot 7302 DP 1159173 to the Cemetery Dedication**

On 1 April 2022 pursuant to s. 2.4 of the Crown Land Management Act 2016 Lots 7300 and 7302 in DP 1159173 were added by Gazettal to the Council managed Dedication No. 559041 (Leeton General Cemetery). The addition of these lots will allow for the expansion of the Leeton General Cemetery. **Attachment 1.**

#### **Transfer to Council of the unformed Crown road traversing Lot 7300 DP 1159173.**

An unformed Crown road traverses Lot 7300 DP 1159173. The area of road is also needed for the Cemetery expansion. The road was not transferred to the Dedication and Council has been advised by Crown Lands that it must be dealt with separately. Council is required to request transfer of the road from the Crown and then proceed with a closure of the road, which when completed, will vest in Council. There is no cost to requesting the Transfer. **Map showing Road to be closed Attachment 2.**

#### **Council's encroachment onto MI Land Lot 6540 DP 1198693**

Council has approached MI regarding the encroachment and MI have agreed 'in principle' to transfer the land to Council for \$1.00 provided that, Council creates an easement in favour of MI for the active pipeline along the south eastern boundary of the lot. **Attachment 3.**

If the land is not acquired, Council may need to relocate grave sites that are currently encroaching on this portion of land. In consideration of the peppercorn transfer Council is to bear the legal costs of the transfer and creation of a survey plan for the easement in favour of MI.

### **(c) Options**

1. (a) Approves the transfer to Council and subsequent closure of the unconstructed Crown Road traversing Dedication 559041. This is the preferred option.
- (b) Not approve the transfer and subsequent closure of the unconstructed Crown Road traversing Dedication 559041 and explore other options in the Masterplanning of the Cemetery expansion.



2. (a) Approves the transfer of Lot 6540 DP 1198693 from Murrumbidgee Irrigation with the creation of an easement in favour of MI for their active pipeline. **This is the preferred option.**
- (b) Not approve the transfer of Lot 6540 DP 1198693 from MI and explore other options for the encroachment of the cemetery operation onto this lot.

### **IMPLICATIONS TO BE ADDRESSED**

#### **(a) Financial**

Estimated cost of transfer of Lot 6540 DP 1198693 including legal costs and creation and registration of a plan of easement - \$10,000.

#### **(b) Policy**

Nil

#### **(c) Legislative/Statutory**

*Crown Land Management Act 2016*

*Roads Act 1993*

Part 2 Division 2 - Roads Act 1993

Resolution of doubts concerning the status of certain roads

Section 150 – Roads Act 1993

Transfer of public road to other roads authority

#### **(d) Risk**

If Council does not transfer for its control Lot 6540 DP 1198693 which is MI land, Council may need to relocate grave sites situated on this land.

### **CONSULTATION**

#### **(a) External**

Murrumbidgee Irrigation

Department of Planning and Environment – Crown Lands

#### **(b) Internal**

Group Manager Corporate

General Manager

### **LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN (DPOP)**

Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.

**ATTACHMENTS**

- 1 [↓](#) Attachment 1 - Gazette No 136 - Folio 0562 -1 April 20...on to Dedicated Crown Land D559041
- 2 [↓](#) Attachment 2 - Map showing road to be closed
- 3 [↓](#) Attachment 3 - Memo Lot 6540 signed

ATTACHMENT 2 - ADDITION OF LOTS 7300 AND 7302 TO DEDICATION 559041

**CROWN LAND MANAGEMENT ACT 2016**  
**ADDITION TO DEDICATED CROWN LAND**

Pursuant to section 2.4 of the *Crown Land Management Act 2016*, the Crown land specified in Column 1 of the following Schedule is added to the dedicated land specified opposite in Column 2 of the Schedule.

The Hon. Kevin Anderson MP  
Minister for Lands and Water

---

**Column 1**

Land District: Yanco  
Local Government Area: Leeton  
Locality: Leeton

Whole Lots: Lots 7300, 7302 DP 1159173  
Parish Willimbong  
County Cooper  
Area: about 9.42 hectares

File Reference: R559041/UPD001/001

Notes: The underlying reserve will be automatically revoked by this notification.

---

**Schedule**

**Column 2**

Dedication No. 559041  
Public Purpose: General Cemetery  
Notified: 21-Jul-1915

New Area: about 15.98 hectares





ATTACHMENT 3 - MAP SHOWING ROAD TO BE CLOSED



Postal Locked Bag 6010, Griffith NSW 2680  
Offices • Research Station Rd, Hanwood NSW 2680 • Dunn Ave, Leeton NSW 2705  
Contact T (02) 6962 0200 F (02) 6962 0209 E info@murrirrigation.com.au  
www.mirrigration.com.au ABN 39 084 943 037

## MEMO

Ref No: NA

MI-ASAP-MEM-454-2022

TO: Fern Dorricott, Environmental Planning Manager

FROM: Chloe Whittaker, Cadet Engineer

DATE: 29 June 2022

SUBJECT: Lot 6540 DP 1198693 Transfer to LSC

### Issue

Leeton Shire Council (LSC) has requested that Lot 6540 DP 1198693 be transferred to LSC ownership. Council is looking to prepare a masterplan for the Cemetery expansion.

### Background

It has been confirmed that:

- Lot 6540 DP 1198693 is currently of MI ownership.
- MI supply pipeline S-1-BR-050P & 060P lies in Lot 6540 DP 1198693.
- It is proposed that LSC take ownership of this parcel of land as long as an easement is put in place for MI to access their supply pipeline and conduct maintenance and other activities where required.
- Engineering have been consulted and have no objections to the land transfer.
- Maintenance have been consulted and have no objections to the land transfer.
- Water Delivery have been consulted and have no objections to the land transfer.
- Customer Services have been consulted and have no objections to the land transfer.
- Legal have been consulted and have no objections to the land transfer.

### Conclusions

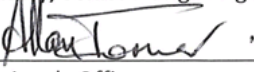
All MI internal stakeholders have been consulted and have no objections to the proposed land transfer. The next steps consist of the following:

- Land is handed over 'as is' and MI make no warranty on any soil conditions.
- Easement is put in place for MI to access their infrastructure in Lot 6540 DP 1198693.

### Recommendations

That the requested transfer of Lot 6540 DP 1198693 be approved for implementation. LSC to organise and pay all relevant legal and survey costs associated with the transfer of land and title. LSC will be responsible for land sale consideration of \$1.00.

Endorsed  Date 29.06.22  
Salim Choudhury, Senior Design Engineer

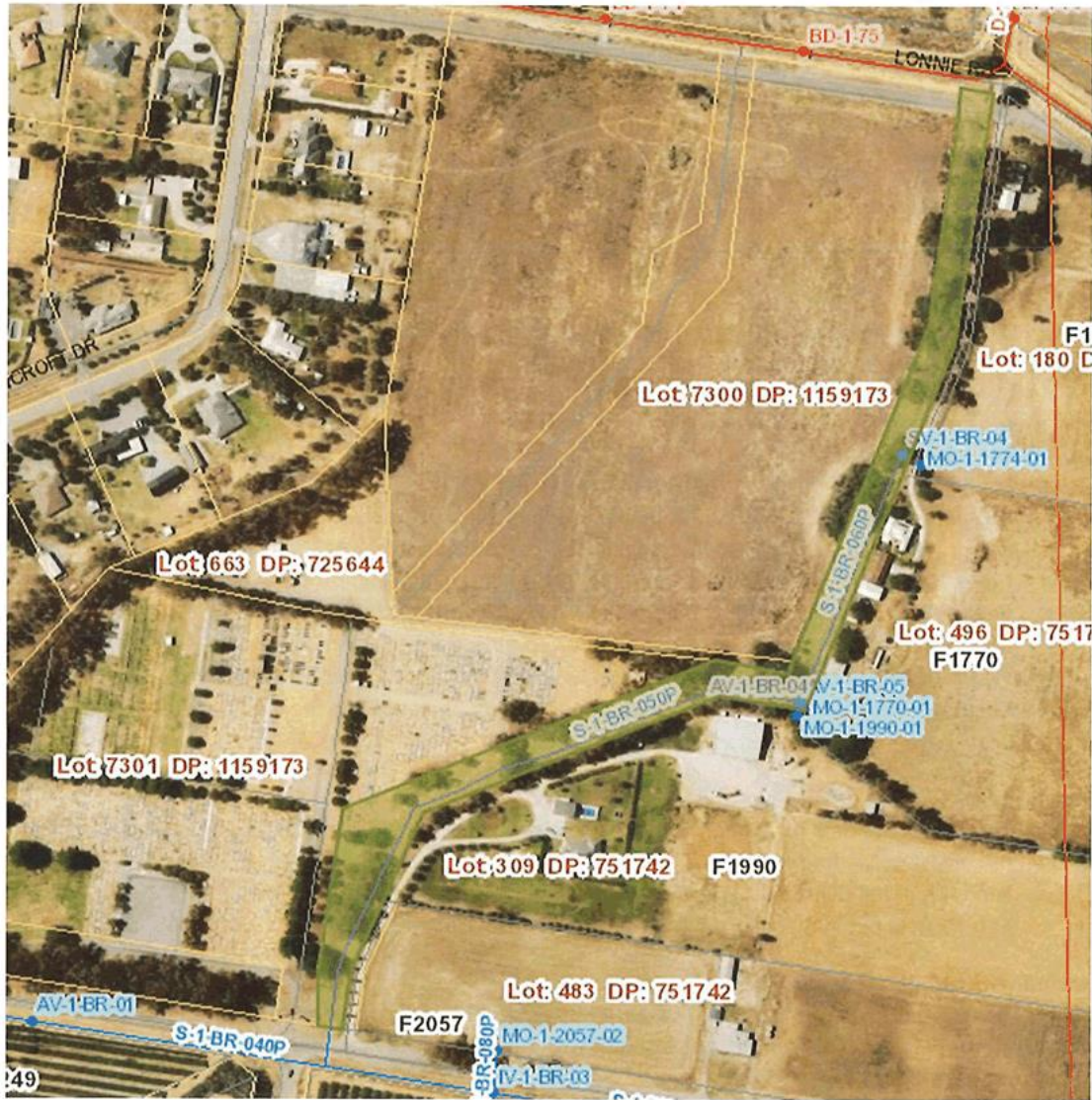
Endorsed  Date 29/06/2022  
Allan Forner, Lands Officer

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Fern Dorricott, Environmental Planning Manager



Murrumbidgee  
Irrigation

Postal Locked Bag 6010, Griffith NSW 2680  
Offices • Research Station Rd, Hanwood NSW 2680 • Dunn Ave, Leeton NSW 2705  
Contact T (02) 6962 0200 F (02) 6962 0209 E info@mirrigation.com.au  
www.mirrigation.com.au ABN 39 084 943 037



**ITEM 7.6      TRANSFER OF LAND FROM PUBLIC WORKS ADVISORY AND CROWN  
LANDS TO COUNCIL - FIVEBOUGH MATURATION PONDS AND WATER  
TREATMENT PLANT**

<b>RECORD NUMBER</b>	22/272
<b>RELATED FILE NUMBER</b>	EF21/95
<b>AUTHOR/S</b>	Property Coordinator and Native Title Manager
<b>APPROVER/S</b>	Group Manager Operations

---

**SUMMARY/PURPOSE**

It has been established that Council's maturation ponds adjacent to the Fivebough Wetlands reserve are situated on land that is owned by the Crown and a Minister for Public Works parcel Lot 22 DP 914401. Council will be required to licence the Crown Land reserve and transfer both parcels of land to effect lawful use and occupation of the land. Additional Public Works land adjacent to the Sewerage Treatment Works has also been identified by Public Works Advisory to be transferred to Council.

---

**RECOMMENDATION**

THAT Council:

1. Approves the transfer to Council of Lot 22 DP 914401, Lot 18/1168885 and Lot 19/914401 from the Minister of Public Works, if approved, for a peppercorn sum.
  2. Approves the licence of Lot 1 DP 786496 from Department of Industry Crown Lands for the minimum Crown Land rent for an initial period of 5 years or until such time as the transfer is completed.
  3. Approves the acquisition and subsequent transfer of Lot 1 DP 786496 being Reserve 1030008 for Future Public Requirements from Department of Industry Crown Lands, if approved for a peppercorn sum.
  4. Upon transfer of the land classifies Lot 22 DP 914401, Lot 1 DP 786496, Lot 18/1168885 and 19/914401 as Operational land gives 28 days public notice of the classification under section 34 of the Local Government Act 1993.
  5. Authorises the Mayor and General Manager to execute all documents in relation to the lease and acquisition and transfer of Lot 1 DP786946 and the acquisition and transfer of Lot 22 DP 914401, Lot 18 DP 1168885 and Lot 19 DP 914401 from Public Works Advisory.
-



## **REPORT**

### **(a) Background**

Council's Maturation Ponds are sited partially on Reserve 103008 being Lot 1 DP 786946 which is Crown Land not managed by Council. Council's previous weekly tenancy from Crown Lands for the use of the reserve was terminated on 21 October 1997.

Separately, access to the Maturation Ponds and part of the ponds sit on Minister for Public Works land, which was originally earmarked for transfer to Murrumbidgee Irrigation.

A map of the area is attached. **Attachment 1.**

### **(b) Discussion**

Council did not make arrangements for an extension of the 1997 tenancy or acquisition of the reserve as proposed by Crown Lands in 1997 and again in 2012. **Attachment 2.**

It is important that the Council immediately obtains a Licence from the Department of Industry Crown Lands to ensure its lawful use of the reserve and to protect the reserve from Aboriginal Land Claim under s.36 (1) (b) of the *Aboriginal Land Rights Act 1983*, until such time that an acquisition or other mechanism of transfer of the reserve can be arranged.

Given the significant infrastructure and essential public service of Council's use of the land it is recommended that Council acquires the land. Correspondence is attached. **Attachment 3.**

Lot 22 DP 914401 contains the only access to the maturation ponds and part of the pond area is sited on this lot. The lot is also the only access point from Fivebough Road to the Fivebough Wetlands. The lot is currently in the name of the Minister for Public Works.

Public Works Advisory is undertaking an audit of land to be transferred to the relevant users and has also identified Lot 18 DP 1168885 and Lot 19 DP914401 for transfer to Council, these lots adjoin Council's Water Treatment Plant on Fivebough Road. Transfer of this land will require approval from the Minister of Public Works Correspondence and a map is attached. **Attachment 4 & 5.**

Council's Property Coordinator and Public Works Advisory have been working to identify Public Works land that contains Council infrastructure since 2020, and to date the Wattle Hill water tower and land containing Council's open cut dam at 87 Toorak Road have been transferred to Council.

### **(c) Options**

1. Approve a 5 year Licence for the minimum Crown Land rent, and subsequent transfer of Crown Land being Lot 1 DP 786496 containing Council's Maturation Ponds from the Department of Industry Crown Lands for a peppercorn sum.
2. Approve the transfer of Lot 22 DP 914401 (containing the only access to Council's Maturation Ponds and access to the Fivebough Wetlands from Fivebough Rd) from the Minister for Public Works for a peppercorn sum.
3. Approve the transfer of Lot 18/1168885 and 19/914401 (land adjoining Council's Sewerage Treatment Works) from the Minister for Public Works for a peppercorn sum.

**These are the preferred option(s).**

4. Not approve the transfer and licence of the lands.

### **IMPLICATIONS TO BE ADDRESSED**

#### **(a) Financial**

Council will be liable for the minimum Crown Land rent for the Licence of Lot 1 DP 786496. The current minimum Crown Land rent is \$535 per annum.

#### **(b) Policy**

Nil

#### **(c) Legislative/Statutory**

*Public Works and Procurement Act 1912* – Division 7 - Superfluous Lands: Part 10  
Other matters relating to Councils etc.

*Crown Land Management Act 2016* – Section 4.6 Vesting of transferable Crown land in local Councils

#### **(d) Risk**

If Council's use of the reserve containing the Maturation Ponds is not made lawful by taking out a Licence from the Department of Industry Crown Lands the use of the reserve by Council is unlawful and the Department of Industry Crown Lands may lose the land to an Aboriginal Land Claim under s. 36 (1) (b) of the *Aboriginal Land Rights Act 1983*.

The identified lots may be transferred to another entity and not Council.

### **CONSULTATION**

#### **(a) External**

Department of Industry Crown Lands  
Public Works Advisory

---

**(b) Internal**

Nil

**LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN (DPOP)**

Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.

**ATTACHMENTS**

- 1** [↓](#) Attachment 1 - Map showing crown and public works land to be acquired
- 2** [↓](#) Attachment 2 - Letter from Crown Lands dated March 2012
- 3** [↓](#) Attachment 3 - Emails from and to Crown Lands Fivebough Maturation Ponds
- 4** [↓](#) Attachment 4 - Email from Public Works Advisory regarding transfer of land
- 5** [↓](#) Attachment 5 - Map of area to be acquired from Public Works adjacent to Treatment Plant



Mr John Bachelor  
General Manager  
Leeton Shire Council  
Chelmsford Place  
LEETON NSW 2705

Mr M Sandford

Your Ref: **Colin Mellor**

Date: 16 March 2012  
Our Reference: 10/16048 (R. 1030008) and  
LN87H129 (Lease Block 5)

Dear John,

**Re: Fivebough Wetland Reserve – Part Reserve 1030008 at Leeton**

I refer to previous correspondence in the subject matter relating to reservation of the Fivebough and Tuckerbil Wetlands Reserve and management thereof.

As part of the review of overall management of the site, various occupations of part of Fivebough Wetland are being re-negotiated including adjoining Licences currently for grazing & cultivation purposes.

Through this process and following investigations and subsequent discussions with Col Mellor of Council, particularly in relation to the 'maturation ponds' it is noted that Leeton Shire Council previously held a Term Lease of this site from 1 January 1990 to 31 December 1994. Occupation continued under a 'Weekly Tenancy' arrangement. (Refer to diagram at Attachment 'A').

Last correspondence noted on file dated 21 October 1997 (Your Ref: BM/RM/320D/95) advised that the Weekly Tenancy of 6.58ha (known as Block 5) has been terminated. (Refer to Attachment 'B').

It was acknowledged that Council's right to discharge sewerage effluent into the 'swamp' has been preserved. However since that date, I have no record of subsequent actions to issue a new Licence to Council or indication of Council's long term intent for future tenure?

The importance of sewerage effluent discharge into the Wetland to maintain the biodiversity of Fivebough was initially recognised in the "Johnstone Centre Report No 105 – Glazebrook, H and Taylor, IR 1998" which provided a review of Fivebough and Tuckerbil Swamps history, conservation values and future management options. Subsequently, the 2002 Fivebough & Tuckerbil Plan of Management further endorsed the significance of the disposal of treated sewage effluent (pgs.27-28).

As current Project Managers of the Wetlands sites, we propose to contract a Consultant in the near future to prepare a current 'Adaptive Management Plan' for both Fivebough and Tuckerbil Wetlands.

P.O. Box 1030  
GRIFFITH NSW 2680  
Tel: 02 6960-3601  
Fax: 02 6962-5670  
Email: melva.robbs@lpma.nsw.gov.au  
www.lpma.nsw.gov.au

---

However, of key importance at this time, is to provide a current tenure for the site of the maturation ponds located within Fivebough Reserve on Lot 1 DP 786496 (shown in blue colour at Attachment 'A').

The long-term use of the site subsequently requires review.

- I. In the first instance it is proposed that this Office grants to Leeton Shire Council, a general S34A Licence in respect of Reserved Crown land being Lot 1 DP 786496 for an initial term of five (5) years.

Annual rental is to reflect the benefit to the biodiversity of Fivebough Wetland site resulting from disposal of treated sewerage effluent. Rental will be determined by way of valuation but will not be less than the statutory minimum rent (currently \$431 + GST + CPI).

- II. The Department will subsequently consider Acquisition of Lot 1 DP 786496 by way of (Just Terms Compensation) Act 1991.

In this regard, it is acknowledged that Council may not have budgeted for such expenditure, and therefore the proposed S34A Licence will remain in place for the initial five (5) year term. Should acquisition of the area not be completed at that time, a further S34A Term Licence will be effected until such time as Acquisition of the land is completed, and / or, the proposed Adaptive Management Plan makes alternate recommendations to future long-term occupation of the site.

I therefore request that Leeton Shire Council:-

1. Consider the above proposals at I. And II. Above, and initially return the completed "Application for a Licence over Crown Land" in respect of Lot 1 DP 786496 together with payment of the prescribed Application Fee of \$383.60.
2. Advise this Department of Council's future longer term plans to acquire this site and provide an approximate time-frame to commence the Acquisition process?

Should you wish to meet and / or discuss the above mentioned proposals, please do not hesitate to contact me on phone 6960-3601.

Yours sincerely,



Melva Robb  
(Joint Project Manager, Fivebough & Tuckerbil Wetlands)  
Group Leader, Natural Resources & Property Services  
Lands  
NSW Department of Primary Industries – Catchment & Lands  
GRIFFITH OFFICE

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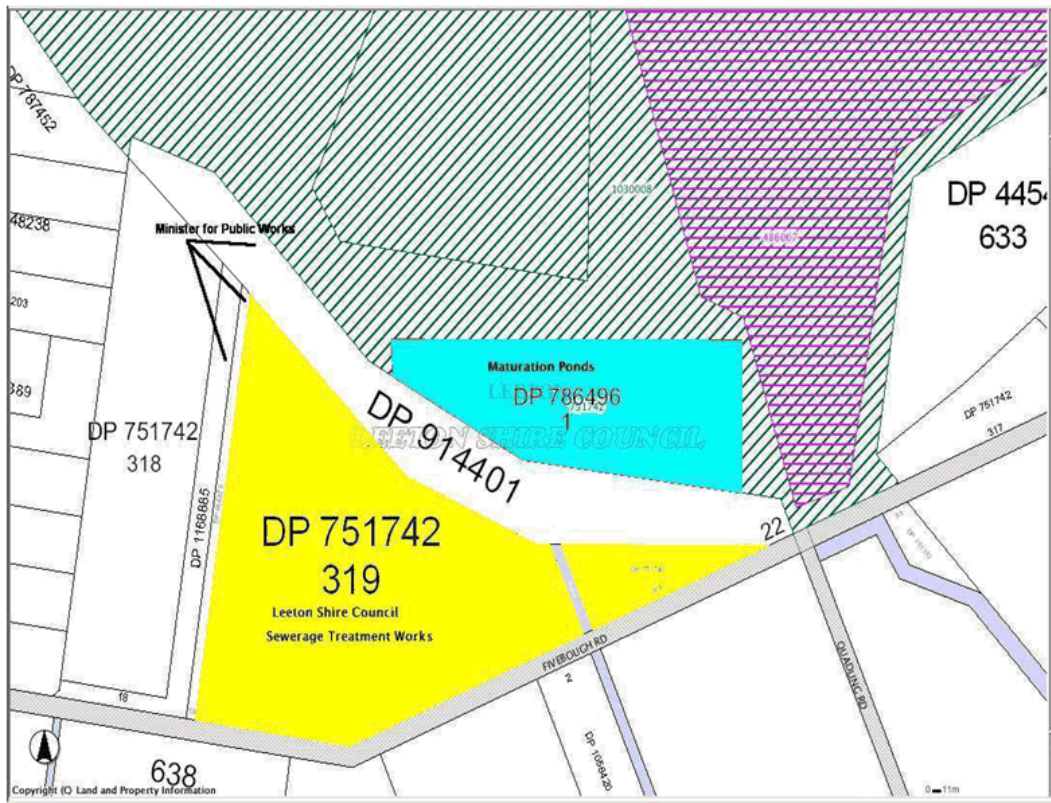
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Enc.

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[www.lands.nsw.gov.au](http://www.lands.nsw.gov.au)

---

ATTACHMENT 'A'



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Fax: 02 6962-5670  
Email: melva.robb@lands.nsw.gov.au  
www.lands.nsw.gov.au

ATTACHMENT 'B'

COPY

General Manager  
Leeton Shire Council  
P.O. Box 394  
LEETON NSW 2705

Our Ref: LN87H129/BG  
Your Ref: BM/RM/320D/95

Dear Sir,

21 OCT 1997

**Re: FIVE BOUGH SWAMP**

I am writing to bring you up-to-date with the current position regarding the occupation of Fivebough Swamp.

All occupations, other than the weekly tenancy of 6.58 hectares (known as Block 5) held by Council since January, 1995, have now been terminated.

Councils right to discharge sewerage effluent into the swamp has been preserved.

In the near future a Study is to be carried to determine the behaviour of the swamp without the influence of grazing and cultivation activities.

This study will form the basis for the preparation of a formal Management Plan for Fivebough Swamp which has been directed by the Minister for Land and Water Conservation.

As a significant wetland, Fivebough Swamp is currently topical and the critical issues of wetland enhancement will be addressed in the study being under taken shortly.

Councils input into both the Study, and the eventual Management Plan is expected to be significant.

In the meantime, Council should consider its position regarding a preference to address the future tenure under which its Sewerage Treatment Works should occupy Block 5 of the Swamp.

Please contact me should you wish to discuss this matter further.

Yours faithfully

  
District Manager  
Estate Services  
LEETON/GRIFFITH

Chelmsford Place, 105 Wade Avenue / P.O. Box 835, LEETON NSW 2705  
Telephone: (02) 6953 4844 Facsimile: (02) 6953 4324

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Mr John Bachelor  
General Manager  
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Chelmsford Place  
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As part of the review of overall management of the site, various occupations of part of Fivebough Wetland are being re-negotiated including adjoining Licences currently for grazing & cultivation purposes.

Through this process and following investigations and subsequent discussions with Col Mellor of Council, particularly in relation to the 'maturation ponds' it is noted that Leeton Shire Council previously held a Term Lease of this site from 1 January 1990 to 31 December 1994. Occupation continued under a 'Weekly Tenancy' arrangement. (Refer to diagram at Attachment 'A').

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Should you wish to meet and / or discuss the above mentioned proposals, please do not hesitate to contact me on phone 6960-3601.

Yours sincerely,



Melva Robb  
(Joint Project Manager, Fivebough & Tuckerbil Wetlands)  
Group Leader, Natural Resources & Property Services  
Lands  
NSW Department of Primary Industries – Catchment & Lands  
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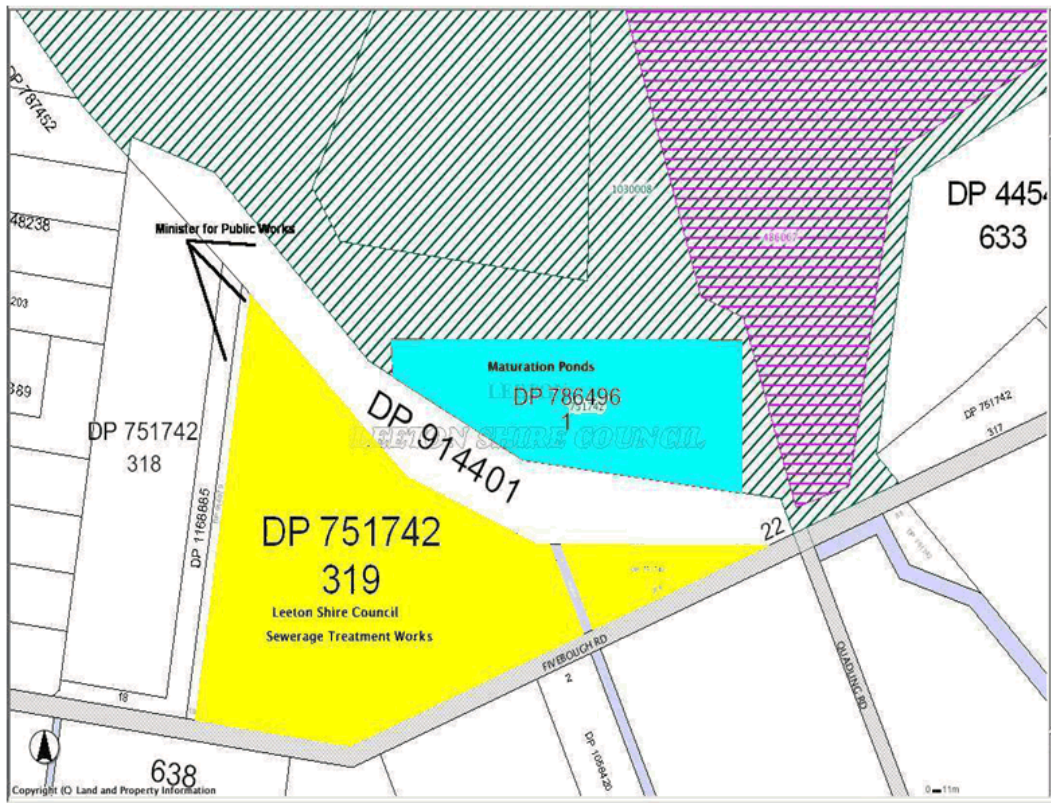
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Enc.

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---

ATTACHMENT 'A'



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ATTACHMENT 'B'

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General Manager  
Leeton Shire Council  
P.O. Box 394  
LEETON NSW 2705

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Your Ref: BM/RM/320D/95

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As a significant wetland, Fivebough Swamp is currently topical and the critical issues of wetland enhancement will be addressed in the study being undertaken shortly.

Council's input into both the Study, and the eventual Management Plan is expected to be significant.

In the meantime, Council should consider its position regarding a preference to address the future tenure under which its Sewerage Treatment Works should occupy Block 5 of the Swamp.

Please contact me should you wish to discuss this matter further.

Yours faithfully

  
District Manager  
Estate Services  
LEETON/GRIFFITH

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www.lands.nsw.gov.au

**Donna O'Bryan**

---

**From:** Donna O'Bryan  
**Sent:** Friday, 8 July 2022 8:31 AM  
**To:** Tom Steele  
**Cc:** John Pearson  
**Subject:** CM: Attachment for Council Report FW: Fivebough Swamp Effluent Area - Maturation Ponds

**Record Number:** D22/13171

Hi Tom/John,

Attached is an email trail which explains the situation with the maturation ponds which will be annexed to the Council report.

Regards



Donna O'Bryan | Property Coordinator & Native Title Manager | [Leeton Shire Council](#)  
**P:** 0269530979 **M:** 0418 583 485 | **E:** [donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au) | [www.leeton.nsw.gov.au](http://www.leeton.nsw.gov.au)  
23-25 Chelmsford Place, Leeton NSW 2705



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**From:** Shaun Flood <[shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)>  
**Sent:** Tuesday, 21 June 2022 2:00 PM  
**To:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Subject:** RE: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Donna,

We will need a letter from Council and/or Council resolution advising they will start the acquisition process and request a licence in the interim.

I can send you licence application once I receive this.

Regards,

**Shaun Flood**

Group Leader Property Management, Griffith & Hay  
Crown Lands  
**Department of Planning and Environment**

**T** (02) 6960 1341 **M** 0418 732 480 **E** [shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)

[dpie.nsw.gov.au](http://dpie.nsw.gov.au)

200 Murray Road  
Griffith NSW 2680

**Working days** Monday to Friday



I acknowledge the traditional custodians of the land and pay respects to Elders past and present. I also acknowledge all the Aboriginal and Torres Strait Islander staff working with NSW Government at this time.

This message is intended for the addressee named and may contain confidential information. If you are not the intended recipient, please delete it and notify the sender. Views expressed in this message are those of the individual sender, and are not necessarily the views of their organisation.

Please consider the environment before printing this email.

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**From:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Sent:** Monday, 20 June 2022 1:53 PM  
**To:** Shaun Flood <[shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)>  
**Subject:** RE: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Shaun,

Could you please let me know what you will require from Council to initiate the preparation of a Licence to Council. I note that the term suggested in the correspondence is 5 years.

In the meantime I will make arrangements with MI/Public Works Advisory for the other portion of the site.

Regards



LEETON  
SHIRE COUNCIL

Donna O'Bryan | Property Coordinator & Native Title Manager | **Leeton Shire Council**  
P: 0269530979 | E: [donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au) | [www.leeton.nsw.gov.au](http://www.leeton.nsw.gov.au)

23-25 Chelmsford Place, Leeton NSW 2705

---

**From:** Shaun Flood <[shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)>  
**Sent:** Monday, 20 June 2022 11:25 AM  
**To:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Subject:** RE: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Donna,

It appears a licence never eventuated and I cannot find a response from council.

The department would entertain a licence pending acquisition similar to what was proposed in 2013.

Regards,

**Shaun Flood**

Group Leader Property Management, Griffith & Hay  
Crown Lands  
**Department of Planning and Environment**

T (02) 6960 1341 M 0418 732 480 E [shaun.flood@crowmland.nsw.gov.au](mailto:shaun.flood@crowmland.nsw.gov.au)

[dpie.nsw.gov.au](http://dpie.nsw.gov.au)

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**From:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Sent:** Wednesday, 15 June 2022 12:24 PM  
**To:** Shaun Flood <[shaun.flood@crowmland.nsw.gov.au](mailto:shaun.flood@crowmland.nsw.gov.au)>  
**Subject:** RE: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Shaun,

Can you tell me the reserve purpose of the land that Council is occupying and is there another way to acquire other than compulsory acquisition which is quite a lengthy process for Council.

Regards



Donna O'Bryan | Property Coordinator & Native Title Manager | **Leeton Shire Council**  
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23-25 Chelmsford Place, Leeton NSW 2705





---

**From:** Shaun Flood <[shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)>  
**Sent:** Friday, 10 June 2022 9:10 AM  
**To:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Subject:** RE: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Donna,

Part of it is on Crown Land managed by the minister (marked in red on your map) – Reserve 751742. The southern part is Public Work's land.

I would recommend applying for acquisition for this one given the significant infrastructure and essential public service.

See this link for information; [Compulsory acquisition - Crown land in New South Wales \(nsw.gov.au\)](https://www.nsw.gov.au/compulsory-acquisition)

Regards,

**Shaun Flood**

Group Leader Property Management, Griffith & Hay  
Crown Lands  
**Department of Planning and Environment**

**T** (02) 6960 1341 **M** 0418 732 480 **E** [shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)

[dpi.nsw.gov.au](http://dpi.nsw.gov.au)

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Griffith NSW 2680

**Working days** Monday to Friday



---

I acknowledge the traditional custodians of the land and pay respects to Elders past and present. I also acknowledge all the Aboriginal and Torres Strait Islander staff working with NSW Government at this time.

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Please consider the environment before printing this email.

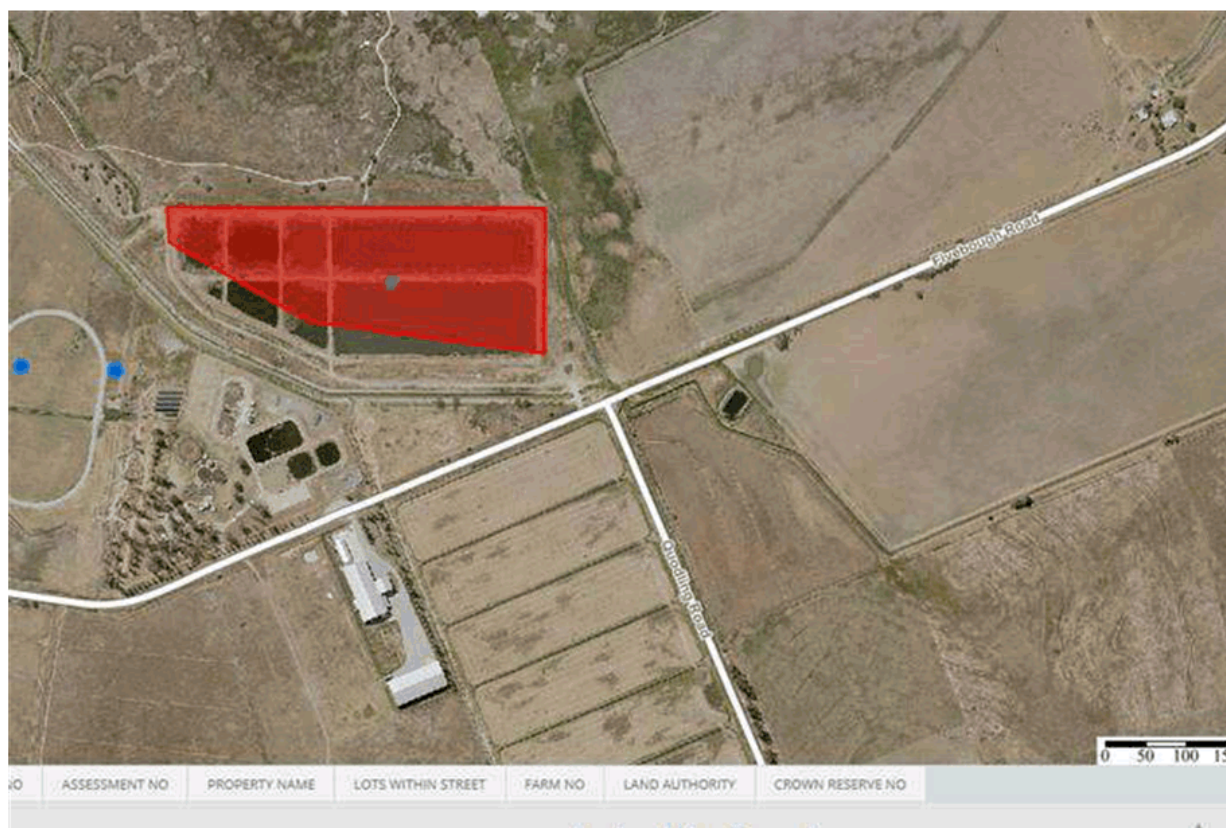
---

**From:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Sent:** Wednesday, 8 June 2022 7:33 AM  
**To:** Shaun Flood <[shaun.flood@crowland.nsw.gov.au](mailto:shaun.flood@crowland.nsw.gov.au)>  
**Subject:** FW: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Shaun,

Could you check the status of the land in the map below.

It is on Council's asset register and contains Council infrastructure. Our system has it being part of Reserve 1030008 which is not a Council managed reserve according to my list. I also cannot find a record of a licence from Crown Lands in Council's system.



Donna O'Bryan | Property Coordinator & Native Title Manager | [Leeton Shire Council](https://www.leeton.nsw.gov.au)  
P: 0269530979 | E: [donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au) | [www.leeton.nsw.gov.au](https://www.leeton.nsw.gov.au)

23-25 Chelmsford Place, Leeton NSW 2705

---

**From:** Simon Greet <[simong@leeton.nsw.gov.au](mailto:simong@leeton.nsw.gov.au)>  
**Sent:** Monday, 6 June 2022 12:20 PM  
**To:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>; John Pearson <[johnp@leeton.nsw.gov.au](mailto:johnp@leeton.nsw.gov.au)>  
**Cc:** Matthew Webster <[mattheww@leeton.nsw.gov.au](mailto:mattheww@leeton.nsw.gov.au)>  
**Subject:** RE: Fivebough Swamp Effluent Area - Maturation Ponds

Hi Donna,

Yes, please, check with Crown Lands. It will help me finalise that list of Council-owned land with those amendments you advised.

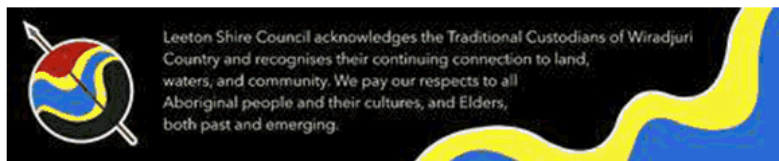
Kind regards,

Simon



Simon Greet | GIS Officer | **Leeton Shire Council**  
P: 0269530966 | E: [simong@leeton.nsw.gov.au](mailto:simong@leeton.nsw.gov.au) | [www.leeton.nsw.gov.au](http://www.leeton.nsw.gov.au)

23-25 Chelmsford Place, Leeton NSW 2705



**From:** Donna O'Bryan <[donnao@leeton.nsw.gov.au](mailto:donnao@leeton.nsw.gov.au)>  
**Sent:** Monday, 6 June 2022 8:25 AM  
**To:** John Pearson <[johnp@leeton.nsw.gov.au](mailto:johnp@leeton.nsw.gov.au)>  
**Cc:** Simon Greet <[simong@leeton.nsw.gov.au](mailto:simong@leeton.nsw.gov.au)>; Matthew Webster <[mattheww@leeton.nsw.gov.au](mailto:mattheww@leeton.nsw.gov.au)>  
**Subject:** Fivebough Swamp Effluent Area - Maturation Ponds

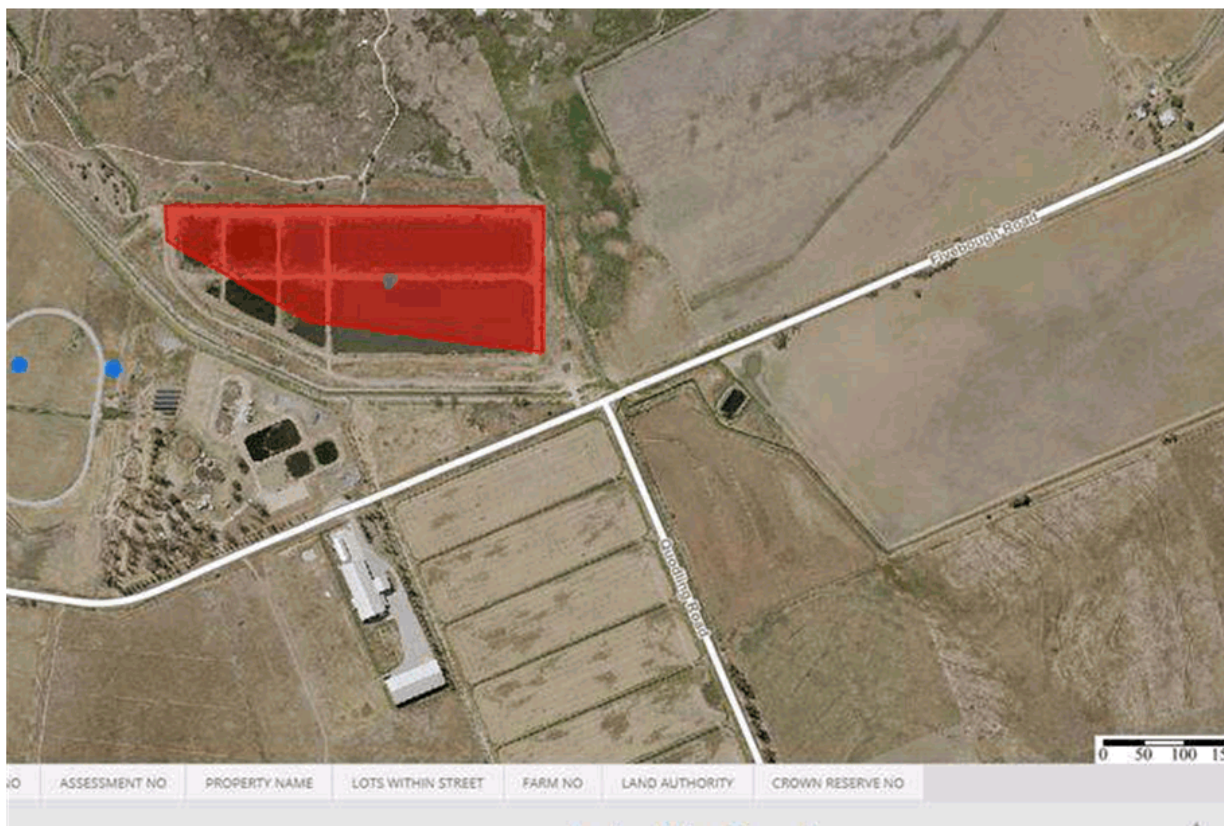
H Guys,

This Reserve is on Council's Property Register.

It is not Council managed Crown Land.

Intramaps show that it is not under lease or licence to Council.

Do you want me to check with Crown Lands as to the status of the land. As it is, it is not Council's asset and should be removed from the register. As it holds some critical infrastructure for Council the reserve should either be transferred to Council or at least a lease or licence taken out.



Regards



Donna O'Bryan | Property Coordinator & Native Title Manager | **Leeton Shire Council**  
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23-25 Chelmsford Place, Leeton NSW 2705



## ATTACHMENT 4

**Donna O'Bryan**

---

**From:** Paul Dorahy <Paul.dorahy@pwa.nsw.gov.au>  
**Sent:** Monday, 27 June 2022 4:32 PM  
**To:** Donna O'Bryan  
**Cc:** Trudi Robinson  
**Subject:** RE: Land Acquired for Leeton Sewerage Works

Hi Donna

I have had a quick look today at the parcels you want transferred to Leeton Council, i.e., 18/1168885, 19/914079 and 22/914401. It appears they were acquired vide gazette 25 November 1938 Folio 4500, copy attached. I have also attached a copy of DP 914401, formerly Crown Plan 2245-3060 which verifies the lots acquired as per the gazette. Unfortunately, I have not been able to find a vesting gazette which vests any of the parcels in Leeton Council although I did find one Gazette which appears to vest Portion 319 to the Council, vide Gazette 21 April 1995 Folio 2059, as attached.

Given the absence of any other vesting notices I will need to prepare a briefing note to the Minister requesting approval to transfer the remainder of the land to Council. PWA has recently introduced a more streamlined process and I'm hopeful that the approval for the transfer can be determined quite quickly although I'm unable to provide a timeframe as this will be the first under this new process.

I may need to get some evidence from you that Council is the water and sewerage authority in the Leeton region just to add some support to the briefing note.

Please let me know if you have any concerns or questions regarding the matter.

Regards

Paul Dorahy  
Infrastructure Property Officer – South Coast Region

*(Working days: Monday to Wednesday – 7 am to 2 pm)*

Public Works Advisory | Department of Regional NSW  
T 02 4247 4929 | E [paul.dorahy@pwa.nsw.gov.au](mailto:paul.dorahy@pwa.nsw.gov.au)  
Level 3, Block E, 84 Crown Street Wollongong NSW 2500  
PO Box 546, Wollongong NSW 2500  
[publicworksadvisory.nsw.gov.au](http://publicworksadvisory.nsw.gov.au)

Working days: Monday to Wednesday – 7 am to 2 pm

**ATTACHMENT 5**  
**MAP OF AREA TO BE ACQUIRED FROM PUBLIC WORKS**  
**ADJACENT TO SEWERAGE TREATMENT PLANT**



Lot 18 DP 116885 SHOWN IN YELLOW

Lot 19 DP 914079 SHOWN IN RED

## **ACTIVATION MATTERS**

### **ITEM 7.7 PLANNING PROPOSAL TO AMEND LAND USE TABLE FOR RU 5 ZONE**

<b>RECORD NUMBER</b>	22/306
<b>RELATED FILE NUMBER</b>	EF21/277
<b>AUTHOR/S</b>	Manager Planning, Building and Health
<b>APPROVER/S</b>	Group Manager Shire Activation

---

## **SUMMARY/PURPOSE**

The purpose of this report is to propose an amendment to the land use table associated with the RU 5 – Village Zone, in the Leeton Local Environmental Plan 2014 (LEP).

This will enable improved residential development and flexibility that supports the objectives in the Leeton Local Strategic Planning Statement and Leeton Shire Council Housing Strategy.

The RU5 Zoning is defined by the village boundaries of Murrami, Wamoon and Whitton.

---

## **RECOMMENDATION**

THAT Council resolves to:

1. Prepare and resource a Planning Proposal to amend the land use table associated with the RU 5 - Village zone in the Leeton Local Environmental Plan 2014 (LEP), as follows:
  - a. Allow for boarding houses, dual occupancy housing, multi dwelling housing, secondary dwellings and semi-detached dwellings as development permissible with consent and;
  - b. Change the RU 5 - Village Zone to an "open zone".
2. Request the NSW Department of Planning and Environment to permit Council to exercise its delegations in relation to this matter.
3. Authorise the Mayor and General Manager to sign necessary documents in relation to this Planning Proposal.
4. Submit the Planning Proposal to the Minister for Planning and Environment for finalisation and notification of the amendment to the *Leeton Local Environmental Plan 2014*, in accordance with Section 3.36 of the *Environmental Planning and Assessment Act 1979*.

Note: In making its decision a division must be called by Council in accordance with S375A of the *Local Government Act 1993*.

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## **REPORT**

### **(a) Background**

The Local Strategic Planning Statement (LSPS) and the Leeton Shire Council Housing Strategy identified the availability of affordable housing as a priority for the local community.

Action no 11 in the LSPS states the following *“Complete a local housing strategy to ensure adequate supply of diverse housing choices and should include a review of current residential zoned land against the Flood Plain Risk Management Study”*.

Action no 13 in the LSPS states the following *“Review local planning controls to provide greater housing choices by investigating existing density standards and minimum lot sizes”*.

Action 4.1.6 in the Leeton Housing Strategy mandates the development of a marketing plan to encourage investment in the Leeton residential market.

A review of the land use tables in the Leeton LEP 2014 revealed that residential development within the RU5 – Village Zone is very restricted. Currently, the development of boarding houses, group homes, hostels, hotel and motel development, multi dwelling housing, secondary dwellings, semi-detached dwellings etc are listed as prohibited development.

Council is obligated to adhere to the LEP and will not be able to approve any of the above residential development should investors be interested to invest in this zone. The RU 5 zone is also classified as a closed zone, which means any form of development that is not listed as permissible with consent or permissible without consent will be prohibited. This places an additional restriction on development options in the RU 5 zone.

### **(b) Discussion**

Below is an excerpt from the land use table for the RU 5 zone in the Leeton LEP 2014:

#### **2 Permitted without consent**

*Bee keeping; Environmental protection works; Home occupations; Horticulture; Roads; Viticulture; Water reticulation systems*

#### **3 Permitted with consent**

*Agriculture; Animal boarding or training establishments; Camping grounds; Car parks; Caravan parks; Cemeteries; Centre-based child care facilities; Commercial premises; Community facilities; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Farm buildings; Flood mitigation works; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Respite day care centres; Schools; Self-storage units; Service stations; Sewerage systems; Signage; Tank-based aquaculture; Tourist and*



*visitor accommodation; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Waste or resource management facilities; Water recycling facilities; Water supply systems*

#### **4 Prohibited**

**Boarding houses; Extensive agriculture; Funeral homes; Group homes; Hostels; Hotel or motel accommodation; Intensive livestock agriculture; Intensive plant agriculture; Multi dwelling housing; Residential care facilities; Residential flat buildings; Resource recovery facilities; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Serviced apartments; Shop top housing; Specialised retail premises; Waste disposal facilities; Any other development not specified in item 2 or 3**

Most forms of residential development other than single dwellings are prohibited in the RU 5 zone. Options are available to promote residential development within the villages due to its affordability and favourable location. Council recently received enquiries from investors, however, they are not interested in single dwelling development. It is of the utmost importance for Council to investigate the options to amend the land use table and to "open" the RU 5 zone for residential development.

Consultation with the NSW Planning Department - Council's Manager Planning Building and Health consulted with the NSW Planning Department to discuss above matter. In response to the country wide housing shortage, the Department is generally in favour of the proposal to amend the land use table to "open" the RU 5 zone for more residential development options.

It should be noted that Temora Shire Council was able to secure a similar amendment to the Temora Local Environmental Plan 2010, which was approved by the department in March 2022. The department recommended the adoption of a similar land use table to the one approved for Temora.

#### **(c) Options**

Option 1 – Prepare a planning proposal to amend the land use table for RU 5 zones to allow for all forms of residential development and to make the zone an "open zone". **This the preferred option.**

Option 2 – Amend the Leeton LEP 2014 by adding only certain allotments to schedule 1 of the LEP 2014 to allow for additional permitted land use. This option is very site specific and will not address the entire zone.

#### **IMPLICATIONS TO BE ADDRESSED**

##### **(a) Financial**

The resources required to prepare a planning proposal are included in the 2022/23 Operational Plan. Initial quotes indicate the cost of preparing the planning proposal are in the range of approximately \$9k - \$13k.

Aside from providing residents with options to address the housing shortage, securing this update to the land use tables will also improve the marketability of Council's

own land at Benerembah Street Whitton and the allotment for development at Conapaira Street Whitton.

### **(b) Policy**

Leeton Community Participation Plan 2019  
Leeton Shire Council Local Strategic Planning Statement  
Leeton Shire Council Housing Strategy

### **(c) Legislative/Statutory**

*Environmental Planning and Assessment Act 1979*  
*Local Government Act 1993*

### **(d) Risk**

If Leeton Shire Council do not address the restrictions on the RU 5 zone, affordable housing options in the Village Zone will be severely limited.

## **CONSULTATION**

### **(a) External**

Department of Planning and Environment

### **(b) Internal**

General Manager  
Group Manager Activation  
Economic and Community Development Manager

## **LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN (DPOP)**

Under the Key Priority Area Outcome Five: A QUALITY BUILT ENVIRONMENT within Council's adopted Delivery Program/Operational Plan – 17 - A community that enjoys attractive towns and parks - 17 d - Deliver development planning services that signal Leeton is 'open for business' - Plan and prepare for a review of the Leeton Local Environmental Plan (LEP), including preparation of a Rural Land Use Study".

## **ATTACHMENTS**

1 [↓](#) Temora Shire Council LEP RU5 land use



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# Temora Local Environmental Plan 2010

Current version for 9 March 2022 to date (accessed 20 July 2022 at 9:02)

[Part](#) > pt-cg1.Zone\_RU5

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## Zone RU5 Village

### 1 Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To promote and encourage development that will strengthen the economies of the township of Ariaiah Park and the village of Springdale in a manner that enhances and conserves their distinctive heritage and landscape characteristics.
- To protect local groundwater aquifers from contaminating activities.

### 2 Permitted without consent

Home occupations; Roads

### 3 Permitted with consent

Centre-based child care facilities; Community facilities;  
Dwelling houses; Extensive agriculture; Home industries;

Horticulture; Light industries; Liquid fuel depots; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Tank-based aquaculture; Viticulture; Any other development not specified in item 2 or 4

#### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Cemeteries; Correctional centres; Crematoria; Electricity generating works; Extractive industries; Forestry; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Marinas; Open cut mining; Port facilities; Recreation facilities (major); Restricted premises; Rural industries; Sex services premises; Waste disposal facilities; Wharf or boating facilities



**Actions:**

1. YTIC Secretary Tracey Hamilton to attend Yanco Community Hall & Market Committee meeting on Monday 11 July to explain the purpose behind the event.
  2. Council's Manager Visitor Services and Local Activation to clarify traffic management arrangements for use of service lane for the event.
  3. Post Meeting Note: The Yanco Community Hall and Market Committee were approached to run the Yanco Twilight Market event but declined.
- **Light Up Leeton Approach** – A motion was moved by Councillor Paul Smith and seconded by committee member Tessa Hamilton that YTIC write to “Light Up Leeton” to ask for help to decorate Yanco as part of the Christmas festive season.
  - **Letter of appreciation** – it was agreed by the committee that a “thank you” letter be forwarded to Council to acknowledge the recent concrete work carried out in Yanco main street and the planting of numerous trees along Irrigation Way.

A full copy of the minutes can be viewed in **Attachment 1** with this report.

**(c) Options**

Nil – this report is for information purposes only.

**IMPLICATIONS TO BE ADDRESSED**

**(a) Financial**

Nil

**(b) Policy**

Yanco Town Improvement Committee Terms of Reference

**(c) Legislative/Statutory**

The Yanco Town Improvement Committee is an Advisory Committee of Council.

**(d) Risk**

- Financial (ensuring community knows identified projects are subject to budget bids).
- Representative (ensuring voice of community is heard, not just Committee).
- Steps to keep general Yanco Community informed about Committee/ plans/progress.

**CONSULTATION**

**(a) External**

Committee members

**(b) Internal**

Nil

**LINK/S TO THE DELIVERY PROGRAM/OPERATIONAL PLAN**

Delivery Program and Operational Plan Links are under development with InfoCouncil and will be updated to reflect the newly adopted plans from August 2022.

**ATTACHMENTS**

**1** [↓](#) Yanco Town Improvement Committee Meeting Minutes - Monday 4 July 2022

**YANCO TOWN IMPROVEMENT COMMITTEE  
JULY MEETING**

**MINUTES**

**Date:** 4 July 2022

**Place of Meeting:** Yanco All Servicemen's Club

**Meeting commenced:** 6.12pm with Karen O'Grady in the Chair. Karen welcomed all who were in attendance.

**Present:** Tessa Hamilton, Brent Lawrence, Hugh Milvain, Councillor Paul Smith, Tracey Hamilton, Fran Porter, Karen O'Grady, Annette Ashton, Daniel Watt and Kennedy Leach.

**Apologies:** Mayor Tony Reniker, Graham Williams. Helen Macarthur and Sue Driscoll.

**Minutes of Previous meeting were confirmed as true and correct.**  
Moved Tessa Hamilton Seconded Daniel Watt

**Business arising from previous minutes:** Gold coin entry into Twilight market, Item to be discussed in General Business.

**Correspondence in:** Nil

**Correspondence out:** Email - Minutes of June Meeting  
Agenda July meeting

**General Business:**

\* **YTIC's logo.** Logo was created by Tessa Hamilton, favourable reaction from committee.

\* **YTIC email address:** [yancotownimprovementcommittee@gmail.com](mailto:yancotownimprovementcommittee@gmail.com) for all correspondence.

\* **YTIC Facebook site:** Created by Tessa Hamilton

\* **YTIC Fundraiser:** Idea of 100 club accepted with all committee members sharing the load of selling numbers. Tracey will create the sheet and pass on to Fran who is to commence selling. Tickets \$5 per number with \$250 to the winning number. Discussion on what the fundraising funds are to be used for and clarified that we may need funds to successfully run our Twilight market function.



Daniel suggested that for future events we approach large companies for sponsorship eg Country Energy/JBS.

Brent is to clarify how our fundraising money will be accounted for as we are a Council committee.

**\* Twilight Market: Date to be set ASAP.** Favoured date Saturday 26 November 2022. Market will run from 4pm to 8pm (daylight saving time)

**Expressions of interest** will be sent to prospective stall holders when a date is confirmed. Tessa has commenced work on the EOI form.

**Discussion on stall holder site charge. \$25 per site favoured.**

**Discussion on powered or unpowered sites.** Unpowered sites to be encouraged.

**A donation bucket** will be placed at the entry point of market for all who wish to donate as an entry fee.

**Hugh reported that the previous Hall Committee** meeting was cancelled and the replacement meeting will be held on Monday 11 July. He was to ask about the committee's reaction to changing their monthly Sunday market to coincide with YTIC's Twilight market. Tracey will attend this Hall committee meeting to ask for the committees cooperation and ask if YTIC would be able to utilise the Hall for the Twilight market in the case of inclement weather. Hugh also gave us the charges for their monthly market.

**Brent to check alcohol free zones and if liquor** would be allowed, eg wine tasting.

**Idea put forward** to book the Lions Train for this event

**Discussion on stall holders public liability insurance** - decided all stall holders must have their own insurance.

**YTIC to encourage all residences in Yanco to decorate for our Twilight market.** Brent to ask about Christmas decorations in Leeton to stretch to Yanco. Idea to get Yanco Public School involved in producing decorations YTIC could use also families sponsoring lights in the palm trees.

Motion moved Councillor Paul Smith, seconded Tessa Hamilton that YTIC write to "Light Up Leeton" to ask for help to decorate Yanco.

**Brent to look into traffic requirements** for market night.

**\* BMX Pump Track:** Brent reported that the area put forward for the pump track - old tennis courts, is to be flagged for affordable housing by LSC. Paul sited the lack of affordable housing in Leeton shire as well as the lack of serviced land. Committee agreed affordable housing takes priority.

**\* Thank you letter** to be forwarded to Jackie Kruger (LSC General Manager) to acknowledge the recent concrete work carried out in Yanco main street and the planting of numerous trees along Irrigation Way.

**Next meeting** Monday 1 August 2022 at Yanco All Servicemen's Club commencing 6pm.

**Meeting Closed: 7.07pm**

## COUNCILLOR ACTIVITY REPORTS

### ITEM 1 COUNCILLOR ACTIVITY REPORT

<b>RECORD NUMBER</b>	22/305
<b>RELATED FILE NUMBER</b>	EF21/508
<b>AUTHOR</b>	Executive Assistant to the General Manager and Mayor

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### RECOMMENDATION

THAT Council notes the Councillor Activity Reports for the period 24 June 2022 to 27 July 2022.

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### **Cr Tony Reneker**

24 June 2022	Riverina and Murray Joint Organisation Meeting with Murray Darling Basin Authority and Citizenship Ceremony
29 June 2022	NSW GROW – Riverina Regional Launch and Employer/Housing Roundtables and Meeting with Acting Strategic Advisor, Government Relations and Regional Engagement, at Charles Sturt University
30 June 2022	Deniliquin and Leeton Community Consultation Discussion and Rotary Club of Leeton Annual Changeover Dinner
1 July 2022	NAIDOC Week Flag Raising Ceremony
5 July 2022	NAIDOC Week Celebrations - Family Fun Day Gossamer Park and Leeton Health Services Crisis Committee and Leeton Shire Council Meeting
6 July 2022	Roxy Re-development Councillor Site Visit and Disaster Recovery Funding Arrangements Meeting
7 July 2022	Art Deco Festival Launch
9 July 2022	Solomon Islands 44th Independence Day Celebrations
11 July 2022	Yanco Community Hall and Markets Committee Meeting and Project Update Meeting Leeton Health Services Plan
13 July 2022	Extra-Ordinary Council Meeting
14 July 2022	Riverina Development Australia Co-Living Proposal Meeting
15 July 2022	Sporting Walk of Fame Meeting and Regional Health Plan for NSW Consultation Session
16 July 2022	Inner Wheel Club of Leeton Annual Changeover luncheon
18 July 2022	RFS Meeting with Mayor and General Manager Parkes Shire Council
21 July 2022	Leeton Historical Society Annual General Meeting, Leeton Partnership Reference Committee and Infrastructure Working Group Meeting
22 July 2022	State Resilience Strategy Workshop
25 July 2022	Project Update Meeting Leeton Health Service Plan

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27 July 2022 Riverina and Murray Joint Organisation Kerbside Bin Collection  
Contract Update

**Cr Tracey Morris**

25 June 2022 Leeton Sport & Recreation Precinct Parkrun  
2 July 2022 Inner Wheel District A54 38<sup>th</sup> Changeover Luncheon and Leeton  
Central Rotary Changeover Dinner  
6 July 2022 Roxy Re-development Councillor Site Visit  
7 July 2022 Art Deco Festival Launch  
9 July 2022 Leeton Sport & Recreation Precinct Parkrun (Art Deco Style) and  
Bloodshed at the Banquet – Art Deco Dinner  
13 July 2022 Extra-Ordinary Council Meeting  
16 July 2022 Leeton Sport & Recreation Precinct Parkrun  
18 July 2022 Roxy Redevelopment Committee Meeting

**Cr Paul Smith**

4 July 2022 Yanco Town Improvement Committee Meeting  
7 July 2022 Art Deco Festival Launch  
13 July 2022 Extra-Ordinary Council Meeting  
21 July 2022 Infrastructure Working Group Committee Meeting

**Cr Tony Ciccia**

5 July 2022 Leeton Health Services Crisis Committee and Leeton Shire Council  
Meeting  
6 July 2022 Men's Shed Meeting and Gogeldrie Weir Meeting  
7 July 2022 Art Deco Festival Launch  
13 July 2022 Extra-Ordinary Council Meeting  
21 July 2022 Heritage Advisory Committee Meeting and Infrastructure Working  
Group Meeting