

Glen Innes Severn Council Meeting

15 DECEMBER 2022

Annexures

ANNEXURES

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Action Sheets Report	Division:		Date From:
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MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS
28/05/2020	7.18	Dumaresq Street Industrial Estate	Moved Cr C Price Seconded Cr A Parsons 19.05/20 RESOLUTION That Council: 1. Lodges a Development Application for a five (5) lot subdivision on Lot 1 DP 500396, Dumaresq Street in accordance with the provisions of the Environmental Planning and Assessment Act 1979. 2. On completion of the subdivision, appoints Liston Legal to undertake a contract of sale with Mr DeJong subject to vendor mortgage as outlined in this report. 3. Initially promotes the sale of the three (3) lots for industrial land in Lot 1 DP 500936 on the Glen Innes Highlands website and other suitable mediums, as identified in the body of this report. 4. Offers the three (3) lots for sale at \$50,000 plus GST and that successful applicants be offered a five (5) year interest free vendor finance mortgage. 5. Requests applicants expressing interest to purchase land to demonstrate the following criteria: • The capacity of the future development to create local employment;	30/04/2023	Reid, Adam	19 Jun 2020 3:03pm zzPrice, Graham Item 1 completed and with GM for signing and final lodgement. 19 Jun 2020 3:04pm zzPrice, Graham - Target Date Revision Target date changed by Price, Graham from 11 June 2020 to 28 August 2020 09 Jul 2020 3:32pm zzPrice, Graham Item 1 completed and DA lodged. 14 Jul 2020 9:30am zzPrice, Graham MED requested to promote the land as per Council resolution on the 14/7/2020. Following promotion carried out; 1. Added to Glen Innes Highlands site - https://gleninneshighlands.com/existing-assets.html , 2. Posted onto Glen Innes Highlands Facebook page, 3. Shared to GISC Facebook page, 4. Shared to 'Glen Innes Business Support' Facebook group. 10 Aug 2020 4:15pm zzPrice, Graham Promotion has been carried out through the VIC. Subdivision DA has been lodged and is pending approval. 25 Aug 2020 2:35pm zzPrice, Graham Item 2 is the only remaining item to be actioned and this cannot be completed until such time as the DA is approved and a Subdivision Certificate issued allowing registration to occur with the Land Titles Office.

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			<ul style="list-style-type: none"> The quality of the Expression of Interest, supporting their proposed future development (for example, a well-developed, clear and realistic action plan, supported by research where appropriate and including an accurate financial plan/budget); and The demonstrated ability of the individual, organisation or company to deliver a development on the site in a timely manner. <p>A division was called for, voting on which was as follows:</p> <p>For Against</p> <p>Cr C Sparks Cr D Newman Cr G Frendon Cr A Parsons Cr C Price Cr J Smith Cr S Toms</p> <p>The division was declared CARRIED by 7 votes to 0.</p> <p>CARRIED</p>			<p>25 Aug 2020 2:37pm zzPrice, Graham - Target Date Revision</p> <p>Target date changed by Price, Graham from 28 August 2020 to 30 October 2020 - Item 2 cannot be completed until DA is approved and subdivision is registered.</p> <p>10 Sep 2020 2:51pm zzPrice, Graham</p> <p>The Development consent has been approved which will now allow the pursuing of the Subdivision certificate.</p> <p>30 Sep 2020 8:35am zzPrice, Graham</p> <p>Surveyor to be engaged to finalise the survey.</p> <p>29 Oct 2020 2:26pm zzPrice, Graham - Target Date Revision</p> <p>Target date changed by Price, Graham from 30 October 2020 to 31 March 2021 - Delays have been experienced with appointing a Surveyor to undertake the preparation of the linen plan.</p> <p>29 Oct 2020 2:26pm zzPrice, Graham</p> <p>Pending a quotation from Surveyor Jim Noad to finalise the linen plan.</p> <p>17 Nov 2020 4:07pm zzPrice, Graham</p> <p>Further consultation with Preferred Energy who are undertaking the electricity design for the subdivision. Negotiations continuing with the Surveyor for the final preparation of the linen plan.</p>

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						<p>02 Dec 2020 11:39am zzPrice, Graham</p> <p>Works including sealing of road and K&G scheduled for March 2021. Negotiations underway with Surveyor to undertake the required land survey. Survey to be completed by 28 February 2021.</p> <p>15 Feb 2021 9:30am zzPrice, Graham</p> <p>Preliminary site work has commenced and road works and kerb & gutter scheduled for completion end of March early April. Survey work has been deferred to the completion of the kerb & gutter and placement of survey markers. Survey expected to be completed by the end of April.</p> <p>15 Feb 2021 9:33am zzPrice, Graham - Target Date Revision</p> <p>Target date changed by Price, Graham from 31 March 2021 to 28 May 2021 - Surveyor wants to have survey marks completed in kerb & gutter prior to undertaking survey work. K&G to be completed by the end of March.</p> <p>10 Mar 2021 12:20pm zzPrice, Graham</p> <p>Surveyor appointed to undertake survey work. Roadworks scheduled for completion by 30 June 2021.</p> <p>09 Apr 2021 3:24pm zzPrice, Graham</p> <p>Project on track for completion by 30 June due to wet weather delaying the capital works schedule.</p>

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						13 May 2021 2:48pm zzPrice, Graham Finalisation of the survey is dependent on completion of the kerb and gutter and roadworks. This work is scheduled for completion by 30 June 2021.
						19 May 2021 1:24pm zzPrice, Graham - Target Date Revision Target date changed by Price, Graham from 28 May 2021 to 30 June 2021 - Pending Infrastructure timetable.
						07 Jun 2021 3:03pm zzPrice, Graham Work scheduled to be completed by 30 June 2021. Roadworks and kerb and guttering will then allow the completion of the subdivision certificate.
						07 Jun 2021 3:15pm zzPrice, Graham - Target Date Revision Target date changed by Price, Graham from 30 June 2021 to 26 November 2021 - Registration of the subdivision is likely to take some months as it requires Land Title Office approval.
						07 Jul 2021 10:16am zzPrice, Graham Work commenced on road and kerb and gutter but delayed due to wet weather.
						10 Aug 2021 5:10pm zzPrice, Graham Wet weather continues to delay works. Survey cannot be completed until such time as the kerb and gutter is completed.

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						<p>07 Sep 2021 2:22pm zzPrice, Graham</p> <p>Road works are continuing and kerb and gutter scheduled for completion by the end of September 2021. On completion of the kerb and guttering the survey and subdivision can be completed. A draft Contract of Sale is being prepared for Catchpower subject to a 50% deposit being paid to cover any lost revenue to Council since May 2020.</p> <p>12 Oct 2021 8:57am zzPrice, Graham</p> <p>Kerb & guttering completed and sealing of the road is pending. Surveyor is now able to pursue the finalisation of the survey to allow the lots to be registered.</p> <p>03 Nov 2021 2:34pm zzPrice, Graham</p> <p>This item is completed with the exception of a Council report to authorise the General Manager to finalise the Contract of Sale on the completion of the subdivision.</p> <p>04 Nov 2021 2:54pm zzPrice, Graham - Reallocation</p> <p>Action reassigned to James, Sari by Price, Graham - The only remaining action is the preparation of the Contract of Sale which the Property Officer is undertaking. All other items have been completed.</p> <p>10 Nov 2021 9:03am zzJames, Sari</p> <p>As the Property Officer I am waiting on Bill Liston to get back to me with further information and understanding of the subdivision.</p>

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						17 Nov 2021 9:16am zzJames, Sari As the Property Officer I am waiting on Bill Liston to get back to me with further information and understanding of the subdivision.
						17 Nov 2021 9:17am zzJames, Sari - Target Date Revision Target date changed by James, Sari from 26 November 2021 to 16 December 2021
						22 Nov 2021 11:10am zzJames, Sari - Target Date Revision Target date changed by James, Sari from 16 December 2021 to 25 February 2022
						25 Nov 2021 10:52am zzJames, Sari As the property Officer I am waiting on Council's legal representative to get back to me with further information and understanding of the subdivision. I have left a message with him again this week.
						08 Dec 2021 9:06am zzJames, Sari I have called Council's legal representative and left a message today with the receptionist.
						12 Jan 2022 9:07am zzJames, Sari I contacted the Surveyor who has stated he has passed on this information to Council's legal representative.

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						<p>14 Feb 2022 12:50pm zzJames, Sari</p> <p>Surveyor has been contacted and will meet with Council survey team this week to discuss the site.</p> <p>15 Feb 2022 1:15pm zzJames, Sari - Target Date Revision</p> <p>Target date changed by James, Sari from 25 February 2022 to 30 July 2022 - This resolution requires surveys, subdivision, drafting of contracts, expressions of interest, and multiple land sales process.</p> <p>24 Feb 2022 2:45pm zzJames, Sari</p> <p>Council survey team to meet with surveyor to survey the site, aiming for next week.</p> <p>09 Mar 2022 8:55am zzJames, Sari</p> <p>Survey team of Council is meeting the Surveyor on Monday the 14th, Council's Survey team will be competing the drainage and the Surveyor will be completing the subdivision after the meeting.</p> <p>15 Mar 2022 4:22pm zzJames, Sari</p> <p>Survey team met with the Surveyor on Monday the 14th of March, Council is now waiting upon the response from the visit.</p> <p>30 Mar 2022 11:07am zzJames, Sari</p> <p>Surveyor has pegged the area and needs to come back for further surveying when he weather has cleared.</p>

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						07 Apr 2022 3:55pm Appleby, Keith - Reallocation Action reassigned to Reid, Adam by Appleby, Keith - New staff member in role.
						27 Apr 2022 8:44am Reid, Adam Advancement of project delayed due to Council's Senior Design Officer currently on leave and Property Administration Officer is unable to contact the Surveyor tasked to this action.
						28 Apr 2022 10:25am Reid, Adam Property Officer contacted Surveyor. Surveyor has not finished survey work due to personal illness. Surveyor to report back within two weeks.
						26 May 2022 10:37am Reid, Adam Due to ongoing illness, contracted surveyor unable to continue job. Surveyor agreed to send his field notes to Property Administration Officer. Property Administration Officer to seek quotes for new surveyor to finalise survey.
						09 Jun 2022 9:32am Reid, Adam PAO has requested quotes from two local surveying groups. Awaiting reply.
						14 Jun 2022 3:03pm Reid, Adam - Target Date Revision Target date changed by Reid, Adam from 30 July 2022 to 31 October 2022 - Property Administration Officer awaiting further details on quote from new surveyors.

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						15 Jul 2022 10:03am Reid, Adam Surveyors "New England Surveying & Engineering" have been selected to survey the land. On first inspection, surveyor recommended changes as to how to subdivide the area more thoroughly. Changes being reviewed by Director of Infrastructure Services and Senior Design Officer
						08 Aug 2022 2:09pm Reid, Adam Discussions held between New England Surveying and Engineering, Director of Infrastructure Services, and Senior Design Officer about proposed changes to subdivision plan held. Changes have been made to the plan.
						26 Aug 2022 10:20am Reid, Adam New England Surveying and Engineering provided Draft Subdivision Plan. DDPRS to finalise the outstanding Conditions of Consent before submitting for authorisation.
						06 Oct 2022 3:35pm Reid, Adam Acting Director of Development Planning and Regulatory Services is currently applying for an NMI to allow and electrical plan to be prepared before moving forwards.

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						<p>09 Nov 2022 10:54am Reid, Adam - Target Date Revision</p> <p>Target date changed by Reid, Adam from 31 October 2022 to 30 April 2023 - Works to ensure adherence to the Development Application requirements have not yet been completed.</p> <p>17 Nov 2022 11:59am Reid, Adam</p> <p>An expression of interest has been received for one lot. A separate report will be prepared for Council.</p>																
24/02/2022	7.28	Proposed Sale of 23 Bourke Street Deepwater	<p>Moved Cr A Parsons Seconded Cr J Parry</p> <p>30.02/22 RESOLUTION</p> <p>That Council calls for Expressions of Interest for the sale of land described as Lot 32 Deposited Plan 978853 at 23 Bourke Street, Deepwater.</p> <p>A division was called for, voting on which was as follows:</p> <table><tr><td>For</td><td>Against</td></tr><tr><td>Cr T Alt</td><td>Nil</td></tr><tr><td>Cr T Arandale</td><td></td></tr><tr><td>Cr R Banham</td><td></td></tr><tr><td>Cr L Gresham</td><td></td></tr><tr><td>Cr J Parry</td><td></td></tr><tr><td>Cr A Parsons</td><td></td></tr><tr><td>Cr C Sparks</td><td></td></tr></table> <p>The division was declared carried by 7 votes to 0.</p> <p>CARRIED</p>	For	Against	Cr T Alt	Nil	Cr T Arandale		Cr R Banham		Cr L Gresham		Cr J Parry		Cr A Parsons		Cr C Sparks		28/02/2023	Reid, Adam	<p>09 Mar 2022 9:01am zzJames, Sari</p> <p>Property Officer is Gathering more information before commencing the Expression of Interest.</p> <p>15 Mar 2022 8:37am zzJames, Sari</p> <p>23 Bourke Street is to be surveyed this week by a contracted surveyor.</p> <p>17 Mar 2022 11:34am zzJames, Sari - Target Date Revision</p> <p>Target date changed by James, Sari from 10 March 2022 to 30 April 2022</p> <p>30 Mar 2022 11:09am zzJames, Sari</p> <p>Surveyor to survey the area when the weather has cleared.</p> <p>07 Apr 2022 3:57pm Appleby, Keith - Reallocation</p> <p>Action reassigned to Reid, Adam by Appleby, Keith - New staff member in role</p>
For	Against																					
Cr T Alt	Nil																					
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						<p>27 Apr 2022 8:41am Reid, Adam</p> <p>Advancement of project delayed due to Council's Senior Design Officer currently on leave and Property Administration Officer is unable to contact the Surveyor tasked to this action.</p> <p>27 Apr 2022 8:43am Reid, Adam - Target Date Revision</p> <p>Target date changed by Reid, Adam from 30 April 2022 to 30 June 2022 - Advancement of project delayed due to Council's Senior Design Officer currently on leave and Property Administration Officer is unable to contact the Surveyor tasked to this action.</p> <p>28 Apr 2022 10:26am Reid, Adam</p> <p>Property Officer contacted Surveyor. Surveyor unable to complete survey of property, has advised he is now unable to perform task due to personal illness. Property Officer to contact new Surveyor</p> <p>14 Jun 2022 3:05pm Reid, Adam</p> <p>Due to surveyor being unavailable, desktop review completed, low risk of property not being as identified. Buyer will assume this risk. Property Officer now preparing draft expression of interest for advertisement.</p> <p>14 Jun 2022 3:09pm Reid, Adam - Target Date Revision</p> <p>Target date changed by Reid, Adam from 30 June 2022 to 31 August 2022 - Draft expression of interest being developed</p>

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						<p>20 Jul 2022 12:09pm Reid, Adam</p> <p>Expression of interest approved and sent to local real estate agents. Submissions to close 4.00pm 17 August 2022.</p> <p>20 Jul 2022 12:14pm Reid, Adam - Target Date Revision</p> <p>Target date changed by Reid, Adam from 31 August 2022 to 31 December 2022 - Due to Expression of Interest process, subsequent tender, advertisement time and sale requirements date is pushed back.</p> <p>09 Sep 2022 12:23pm Reid, Adam</p> <p>No Expressions of interest were returned to Council from this round of requests. Two Expressions were sent on 09/09/2022 to Real Estate agents that had enquired about the sale after the date. New Expression of interest round closes 16/09/2022</p> <p>06 Oct 2022 3:28pm Reid, Adam</p> <p>Received two Expression of Interest from local Real Estate Agents. Property Administration Officer discussing with Director of Infrastructure as to how to progress,</p> <p>17 Nov 2022 12:00pm Reid, Adam</p> <p>The Director has provided instruction to the Property Officer to proceed with an expression of interest process utilising a local real estate agent, with a target of providing a report of expressions received to the February 2023 meeting of Council.</p>

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						<p>02 Dec 2022 5:31pm Appleby, Keith - Target Date Revision</p> <p>Target date changed by Appleby, Keith from 31 December 2022 to 28 February 2023 - The date has been revised to allow time for the EOI process to be completed.</p>
28/04/2022	7.16	Review and Repeal of Aboriginal Employment Strategy	<p>Moved Cr T Arandale Seconded Cr L Gresham</p> <p>20.04/22 RESOLUTION</p> <p>THAT Council:</p> <ol style="list-style-type: none"> 1. Repeals the Aboriginal Employment Strategy; 2. Approves the transfer of relevant actions from the current Aboriginal Employment Strategy to the Equal Employment Opportunity (EEO) Management Plan as part of the review of the latter document later this year; and 3. Approves a trigger point being added to the Workforce Management Strategy to develop a new Aboriginal Employment Strategy if Aboriginal employment decreases below Council's target for two (2) consecutive years as reported in Council's Annual Report. 	8/02/2023	Sayers, Peter	<p>10 May 2022 12:11pm Sayers, Peter - Target Date Revision</p> <p>Target date changed by Sayers, Peter from 12 May 2022 to 30 June 2022 - Target date has been moved out to allow sufficient time to complete all actions, particularly those relating to the review of the EEO Plan.</p> <p>07 Jun 2022 4:29pm Sayers, Peter - Target Date Revision</p> <p>Target date changed by Sayers, Peter from 30 June 2022 to 31 August 2022 - The Workforce Management Strategy has been amended in accordance with Council's resolution; however, the review of the EEO MP has been delayed, meaning that action # 2 has also been delayed. Accordingly, the target date has been pushed out until the end of August 2022.</p>

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			<p>A division was called for, voting on which was as follows:</p> <table><tr><td>For</td><td>Against</td></tr><tr><td>Cr T Alt</td><td>Cr A Parsons</td></tr><tr><td>Cr T Arandale</td><td>Cr C Sparks</td></tr><tr><td>Cr R Banham</td><td></td></tr><tr><td>Cr L Gresham</td><td></td></tr><tr><td>Cr J Parry</td><td></td></tr></table> <p>The division was declared carried by 5 votes to 2.</p> <p>CARRIED</p>	For	Against	Cr T Alt	Cr A Parsons	Cr T Arandale	Cr C Sparks	Cr R Banham		Cr L Gresham		Cr J Parry				<p>22 Jun 2022 10:16am Sayers, Peter - Target Date Revision</p> <p>Target date changed by Sayers, Peter from 31 August 2022 to 31 October 2022 - The Workforce Management Strategy has been amended in accordance with Council's resolution; however, the review of the EEO MP has been substantially delayed due primarily to the MAHR being Acting DCCS for three weeks during the period that the EEO MP would have been reviewed, meaning that action # 2 has also been delayed. Accordingly, the target date has been pushed out until the end of October 2022.</p> <p>03 Aug 2022 3:17pm Sayers, Peter</p> <p>As highlighted in the last note, the Workforce Management Strategy has been amended in accordance with Council's resolution; however, the review of the EEO MP has been substantially delayed due primarily to the MAHR being Acting DCCS for three weeks during the period that the EEO MP would have been reviewed, meaning that action # 2 has also been delayed. Accordingly, the target date has been pushed out until the end of October 2022.</p> <p>07 Sep 2022 11:53am Sayers, Peter</p> <p>As highlighted in the last note, the Workforce Management Strategy has been amended in accordance with Council's resolution; however, the review of the EEO MP has been substantially delayed due to other work demands. This means that Action # 2 has also been delayed. Accordingly, the target date has been pushed out until the end of October 2022.</p>
For	Against																	
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						<p>06 Oct 2022 12:22pm Sayers, Peter</p> <p>As advised in the last note dated 7 Sept, the Workforce Management Strategy has been amended in accordance with Council's resolution; however, the review of the EEO MP has been substantially delayed due to other work demands. This means that Action # 2 has also been delayed. Accordingly, the target date has been pushed out until the end of October 2022.</p> <p>07 Nov 2022 11:23am Sayers, Peter - Target Date Revision</p> <p>Target date changed by Sayers, Peter from 31 October 2022 to 25 November 2022 - The MAHR has now commenced work on the review of the EEO Management Plan, which will allow this action item to be finalised.</p> <p>07 Dec 2022 2:27pm Sayers, Peter - Target Date Revision</p> <p>Target date changed by Sayers, Peter from 25 November 2022 to 08 February 2023 - This action item is dependent on the EEO Management Plan being reviewed and sent to Council for adoption. Unfortunately, this has missed the last Council meeting of the year and will need to go to the February 2023 meeting. The EEO MP is currently being reviewed and updated by the MAHR, in readiness for February.</p>

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26/05/2022	7.8	Borrowings Proposal	Moved Cr T Arandale Seconded Cr L Gresham 9.05/22 RESOLUTION THAT Council: 1. Approves the drawdown of borrowings of \$2.3M. 2. These borrowing be used to underpin Council reserves. A division was called for, voting on which was as follows: For Against Cr R Banham Nil Cr T Arandale Cr T Alt Cr L Gresham Cr J Parry Cr A Parsons Cr C Sparks The division was declared carried by 7 votes to 0. CARRIED	28/02/2023	Mohammed, Shageer	06 Jun 2022 3:21pm Newsome, Ann banks have been contacted for loan information 14 Jun 2022 4:05pm Newsome, Ann tab corp have advised that any loan through then will not be drawn down until next financial year 14 Jun 2022 4:07pm Newsome, Ann - Target Date Revision Target date changed by Newsome, Ann from 09 June 2022 to 30 June 2022 01 Jul 2022 11:42am Watt, Anna - Target Date Revision Target date changed by Watt, Anna from 30 June 2022 to 15 July 2022 20 Jul 2022 11:44am Watt, Anna - Target Date Revision Target date changed by Watt, Anna from 15 July 2022 to 29 July 2022 - CFO out of the office this week. 09 Aug 2022 4:58pm Newsome, Ann - Target Date Revision Target date changed by Newsome, Ann from 29 July 2022 to 30 September 2022 - to allow time for the bank process 15 Sep 2022 9:12am Mephram, Danielle - Reallocation Action reassigned to Wilkins, Kimberley by Mephram, Danielle - CFO resignation.

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						<p>15 Sep 2022 9:13am Mepham, Danielle - Reallocation Action reassigned to Watt, Anna by Mepham, Danielle - CFO resignation.</p> <p>15 Sep 2022 10:43am Watt, Anna - Target Date Revision Target date changed by Watt, Anna from 30 September 2022 to 28 February 2023</p> <p>15 Sep 2022 10:44am Watt, Anna This action has not yet been progressed due to the focus on Project Jigsaw. Our , Auditors and TCorp have been advised.</p> <p>18 Oct 2022 4:07pm Watt, Anna This action has not yet been progressed due to the focus on Project Jigsaw and the CFO, FA, MA positions being vacant.</p> <p>11 Nov 2022 8:58am Watt, Anna This action has not yet been progressed due to the focus on Project Jigsaw and the CFO, FA, MA positions being vacant.</p> <p>06 Dec 2022 12:11pm Watt, Anna - Reallocation Action reassigned to Mohammed, Shageer by Watt, Anna - CFO now appointed.</p> <p>06 Dec 2022 12:11pm Watt, Anna Financial Accountant is currently investigating rates for new loans from various institutions.</p>

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	Officer:		Printed: Thursday, 8 December 2022 11:58:11 AM

MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS
26/05/2022	7.10	Correction of Boundary Realignment request between Glen Innes Severn Council and Tenterfield Shire Council	<p>Moved Cr T Alt Seconded Cr T Arandale</p> <p>11.05/22 RESOLUTION</p> <p>THAT Council:</p> <ol style="list-style-type: none"> 1. Receives and notes this report as an amendment. 2. Agrees that Tenterfield Shire Council make an application to the Minister for Local Government and the Governor to alter the boundaries of the Glen Innes Severn Council and the Shire of Tenterfield Local Government areas by transferring part Lot 140 DP751487, having an area of 40.47ha, and lots 21, 22, 59 and 60 DP753289, having a combined area of 32.38ha, from the Glen Innes Severn Council Local Government area to the Shire of Tenterfield Local Government area. 3. Recommends to Tenterfield Shire Council that they obtain a prior commitment from the ratepayers involved, and that any costs incurred in undertaking the boundary adjustment will be reimbursed by them to the Tenterfield Shire Council. 	30/12/2022	Woods, Colin	<p>06 Jun 2022 11:47am Davidson, Andrea - Target Date Revision</p> <p>Target date changed by Davidson, Andrea from 09 June 2022 to 30 December 2022 - Tenterfield Council will submit a new application with the revised resolution wording and Council await the response</p> <p>06 Jun 2022 11:47am Davidson, Andrea</p> <p>Council has forwarded the resolution from the May meeting to Tenterfield Council. Tenterfield Council will submit the application with the amended resolution wording</p> <p>04 Jul 2022 3:19pm Davidson, Andrea</p> <p>All information has been forward to the Tenterfield Shire Council for submission</p> <p>13 Jul 2022 10:47am Davidson, Andrea</p> <p>Currently awaiting determination of the boundary realignment submission from OLG, No further information available until this determination is received.</p> <p>01 Aug 2022 9:22am Davidson, Andrea</p> <p>Still awaiting determination of the boundary realignment submission from OLG, No further information available until this determination is received.</p> <p>06 Sep 2022 12:00pm Davidson, Andrea</p> <p>No further information at this point</p>

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MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS
			A division was called for, voting on which was as follows:			12 Sep 2022 9:22am Davidson, Andrea No further information at this stage
			For			26 Sep 2022 9:27am Davidson, Andrea No further information as yet
			Cr R Banham			10 Oct 2022 8:25am Davidson, Andrea No further information as yet
			Cr T Arandale			18 Oct 2022 4:04pm Watt, Anna Advice was received from the OLG on the 11 October 2022; GISC and Tenterfield councils are in the process of reviewing the information.
			Cr T Alt			16 Nov 2022 3:53pm Watt, Anna Rates Officer is on leave; due back soon and will complete review.
			Cr L Gresham			06 Dec 2022 12:02pm Watt, Anna - Reallocation Action reassigned to Woods, Colin by Watt, Anna - Col is now Acting in the Rates Officer position.
			Cr J Parry			06 Dec 2022 12:10pm Watt, Anna Acting Rates Officer is on leave (COVID).
			Cr A Parsons			
			Cr C Sparks			
			The division was declared carried by 7 votes to 0.			
			CARRIED			

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^MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS
25/08/2022	7.25	Operation of the Glen Innes Aquatic Centre	Cr R Banham proposed a further amendment: Moved Cr T Alt Seconded Cr T Arandale 27.08/22 RESOLUTION THAT Council: 1. Instructs the General Manager to consider a full-service review of the Glen Innes and Emmaville Aquatic Centres in the 2022-2023 Operational Plan and Budget; 2. Seeks Expressions of Interest to lease the Glen Innes Aquatic Centre and the Emmaville Aquatic Centre commencing in the 2023-2024 Financial Year; and 3. Endorses the continuation of a further one (1) year for the current lease agreement for the Emmaville Aquatic Centre. The Amendment was declared carried. The Amendment became the Motion.	30/06/2023	Archibald, Graham	29 Aug 2022 2:46pm Archibald, Graham Letter of Offer written and signed off by the Contractor at Emmaville Aquatic Centre to extend the Lease for a further one (1) year after current lease runs out at the end of the current season 2022-2023. This now extends the lease to the end of the 2023-2024 Season. Signed letter has been entered into ECM. 29 Aug 2022 2:50pm Archibald, Graham - Target Date Revision Target date changed by Archibald, Graham from 08 September 2022 to 31 October 2022 - The date has been extended so as to allow the research for monies and to communicate with the GM to see how Council wants to proceed with the Service review. 18 Oct 2022 1:45pm Archibald, Graham - Target Date Revision Target date changed by Archibald, Graham from 31 October 2022 to 30 June 2023 18 Oct 2022 1:48pm Archibald, Graham - Target Date Revision Target date changed by Archibald, Graham from 30 June 2023 to 30 June 2023 - To be able to search for avenues of funding to carry out the Service review of the two Aquatic Centres and to also consult with the new Director of Growth and Place who has experience in these types of reviews.

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	Officer:		Printed: Thursday, 8 December 2022 11:58:11 AM	

MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS
			A division was called for, voting on which was as follows:			18 Oct 2022 1:48pm Archibald, Graham
			For		Against	To be able to search for avenues of funding to carry out the Service review of the two Aquatic Centres and to also consult with the new Director of Growth and Place who has experience in these types of reviews the action date has been changed to the 30 June 2023. EOI's will be prepared for advertising February 2023 for the leasing of the two Centres.
			Cr R Banham		Nil	11 Nov 2022 11:39am Archibald, Graham
			Cr T Arandale			EOI's will be prepared for advertising once a service review is conducted and finalised for the operational lease of the Aquatic Centre. Date aimed for 30 June 2023
			Cr T Alt			02 Dec 2022 8:14am Archibald, Graham
			Cr L Gresham			Consultation with the new Director of Place and Growth has occurred, the task of carrying out the aquatic centres service review has commenced.
			Cr J Parry			
			Cr A Parsons			
			Cr C Sparks			
			The division was declared CARRIED by 7 votes to 0.			
			CARRIED			

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MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS
25/08/2022	7.27	Boundary Realignment request between Glen Innes Severn Council and Inverell Shire Council	Moved Cr A Parsons Seconded Cr T Alt 29.08/22 RESOLUTION THAT Council: 1. Accepts in principle the proposal to have the boundary realigned between Glen Innes Severn Council and Inverell Shire Council areas by transferring part of Crown Land Road Corridor between Lot 107 DP753292 and Lot 2 DP1187044 having an area of approximately 700m ² from the Inverell Shire Council Local Government Area to the Glen Innes Severn Council Local Government Area; 2. Makes an application to the Minister for Local Government and the Governor to alter the boundaries of the Glen Innes Severn Council and Inverell Shire Council; and 3. Obtains a prior commitment from the requesting party that any costs incurred in undertaking the boundary adjustment will be reimbursed by them to the Glen Innes Severn Council.	30/06/2023	Reid, Adam	09 Sep 2022 10:47am Reid, Adam - Target Date Revision Target date changed by Reid, Adam from 08 September 2022 to 31 December 2022 - Letter to Inverell Shire Council not yet approved. 09 Sep 2022 12:16pm Reid, Adam - Target Date Revision Target date changed by Reid, Adam from 31 December 2022 to 30 June 2023 - After investigation into past Boundary Realignments, time frame extended. 06 Oct 2022 3:39pm Reid, Adam As the Property Administration Officer has been deployed to another department for emergency staffing, no further actions have been taken. A letter to Inverell Shire Council will be prepared on the Property Administration Officers return. 17 Nov 2022 12:01pm Reid, Adam Action has not progressed as Property Officer has been diverted to alternate duties

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			<p>A division was called for, voting on which was as follows:</p> <table><tr><td>For</td><td>Against</td></tr><tr><td>Cr R Banham</td><td>Nil</td></tr><tr><td>Cr T Arandale</td><td></td></tr><tr><td>Cr T Alt</td><td></td></tr><tr><td>Cr L Gresham</td><td></td></tr><tr><td>Cr J Parry</td><td></td></tr><tr><td>Cr A Parsons</td><td></td></tr><tr><td>Cr C Sparks</td><td></td></tr></table> <p>The division was declared carried by 7 votes to 0.</p> <p>CARRIED</p>	For	Against	Cr R Banham	Nil	Cr T Arandale		Cr T Alt		Cr L Gresham		Cr J Parry		Cr A Parsons		Cr C Sparks				
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Cr L Gresham																						
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Cr A Parsons																						
Cr C Sparks																						
27/10/2022	7.3	Local Economic Development Support Fund Policy Applications	<p>Moved Cr J Parry Seconded Cr T Arandale</p> <p>5.10/22 RESOLUTION</p> <p>THAT Council:</p> <ol style="list-style-type: none">Reimburses Attract Connect Stay – Glen Innes \$21,955 for the Community Workforce Recruiter Connector Feasibility Study with 50% payment to commence the project and 50% payment on completion and presentation to Council of the Feasibility Study.Reimburses the Glen Innes Show Society \$7,000 for the 2023 Annual Glen Innes Show, with 50% reimbursed prior to the event, and 50% reimbursed following the successful holding of the event.	30/11/2022	Davis, Margot	<p>14 Nov 2022 9:39am Davis, Margot - Target Date Revision</p> <p>Target date changed by Davis, Margot from 10 November 2022 to 30 November 2022 - Margot has been on leave however should be completed by 18 November 2022.</p> <p>02 Dec 2022 9:27am Burley, Gayleen</p> <p>Spend in Glen and Glen Innes Show Society have been sent their Service Agreements in accordance with the Council resolution. Council is awaiting further details and confirmation of project delivery dates from the remaining three recipients before issuing Service Agreements/funding.</p>																

<p>Division:</p> <p>Committee: Council</p> <p>Officer:</p> <p>Action Sheets Report</p>	<p>Date From:</p> <p>Date To:</p> <p>Printed: Thursday, 8 December 2022 11:58:11 AM</p>
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			<p>3. Reimburses the Ben Falls Retreat \$7,045 for the expansion of cabin accommodation with 100% paid on approval and provision of the Development Application for the cabins to Council.</p> <p>4. Reimburses Karinya \$20,000 for the construction of new units with 100% paid on approval and provision of the Complying Development Certificate to Council.</p> <p>5. Reimburses Spend In Glen \$10,000 for the operation of the 2023 Christmas Promotion with 100% paid on receipt of invoice to Council.</p> <p>6. Reimburses Glen Industries \$25,000 for the acquisition and commissioning of plastic recycling equipment on receipt of invoice to Council, the inclusion of the supplier invoice as proof of purchase, and confirmation in writing that the equipment will be installed in the Glen Innes premises prior to monies being released.</p> <p>Further, that in order to receive the \$25,000, Glen Industries must comply with the conditions of their Lease and supply Council with all requirements regarding their Lease Agreement as previously requested – the Annual Lease Agreement for the Glen Innes Landfill Recycling requires an Annual Report regarding the amount of recycling material processed through the recycling centre.</p>			

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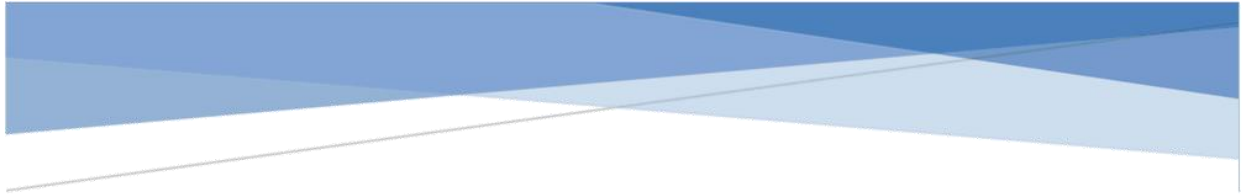
^MEETING DATE	ITEM NO.	SUBJECT	MOTION	TARGET DATE	RESPONSIBLE OFFICER	COMMENTS														
			<p>7. Requests the Manager of Economic Development to write to all unsuccessful applicants outlining how future submissions could be improved to meet the criteria and provisions of the Local Economic Development Support Fund Policy.</p> <p>8. Requests the Manager Economic Development to communicate to all successful applicants the outcome of their application including a stipulation of the funding to provide Council with evidence of the project completion and invite Council to official openings, events or otherwise in recognition of Council's contribution to their project.</p> <p>A division was called for, voting on which was as follows:</p> <table><tr><td>For</td><td>Against</td></tr><tr><td>Cr R Banham</td><td>Nil</td></tr><tr><td>Cr T Arandale</td><td></td></tr><tr><td>Cr T Alt</td><td></td></tr><tr><td>Cr L Gresham</td><td></td></tr><tr><td>Cr J Parry</td><td></td></tr><tr><td>Cr A Parsons</td><td></td></tr></table> <p>The division was declared carried by 6 votes to 0.</p> <p>CARRIED</p>	For	Against	Cr R Banham	Nil	Cr T Arandale		Cr T Alt		Cr L Gresham		Cr J Parry		Cr A Parsons				
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Cr R Banham	Nil																			
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Cr A Parsons																				
24/11/2022	7.9	Review of Volunteer Policy	<p>Moved Cr A Parsons Seconded Cr L Gresham</p> <p>10.11/22 RESOLUTION</p> <p>That Council adopts the revised Glen Innes Severn Council Volunteer Policy.</p>	21/12/2022	Williams, Anthony	<p>06 Dec 2022 12:08pm Watt, Anna - Target Date Revision</p> <p>Target date changed by Watt, Anna from 08 December 2022 to 21 December 2022 - MCS is on leave.</p>														

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Cr L Gresham																						
Cr J Parry																						
Cr A Parsons																						
Cr C Sparks																						
24/11/2022	7.5	Quarterly Budget Review - September 2022	<p>Moved Cr A Parsons Seconded Cr L Gresham</p> <p>6.11/22 RESOLUTION</p> <p>That Council notes and adopts the information contained in this report with the estimated annual Operational Surplus (excluding Capital Grants and Contributions) of \$46K being the result of the September 2022 Quarterly Budget Review.</p>	13/01/2023	Mohammed, Shageer	<p>06 Dec 2022 12:05pm Watt, Anna - Reallocation</p> <p>Action reassigned to Mohammed, Shageer by Watt, Anna - Shageer to complete as CFO.</p> <p>06 Dec 2022 12:14pm Watt, Anna - Target Date Revision</p> <p>Target date changed by Watt, Anna from 08 December 2022 to 13 January 2023</p>																

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			A division was called for, voting on which was as follows: For Cr R Banham Cr T Arandale Cr T Alt Cr L Gresham Cr J Parry Cr A Parsons Cr C Sparks Against Nil The division was declared CARRIED by 7 votes to 0. CARRIED			



Draft Acceptable Use Policy

DOCUMENT AUTHORISATION

RESPONSIBLE OFFICER:		MANAGER OF ADMINISTRATION AND HUMAN RESOURCES			
REVIEWED BY:		MANEX			
REVIEW DUE DATE:		December 2025			
VERSION NUMBER:		1			
DOCUMENT NUMBER:		NA			
VERSIONS:	DATE:	RESOLUTION NO:	DESCRIPTION OF AMENDMENTS:	AUTHOR / EDITOR:	APPROVED / ADOPTED BY:
1	15/12/2022	TBC	New Policy.	MAHR	Council

.....
General Manager

.....
Date

ACKNOWLEDGEMENT OF COUNTRY

Glen Innes Severn Council acknowledges and pays respect to the Ngoorabul people as the traditional custodians of this land, their elders past, present and emerging and to Torres Strait Islander people and all First Nations people.

PURPOSE

The purpose of this policy is to ensure that all computer systems and networks owned or managed by **Glen Innes Severn Council (GISC)** are operated in an effective, safe, ethical and lawful manner and it is the responsibility of every computer user to know these requirements and to comply with them.

APPLICABILITY

This policy applies to all employees, councillors, delegates, volunteers and contractors who use or operate GISC's computer systems and networks.

OUTCOMES

- A security and acceptable use framework is in place for GISC as an organisation;
- GISC's assets are protected;
- There is a uniform level of control and guidelines for management;
- A single ICT security message is provided for all users; and
- Users are aware of what the ICT security and acceptable use controls and guidelines are.

ROLES AND RESPONSIBILITIES

The General Manager has overall responsibility for the implementation of the Acceptable Use Policy and Council's ICT Strategic Plan.

Employees who use a Council owned or managed computer or mobile device must know the requirements set out in Council's Acceptable Use Policy and other relevant policies and procedures and comply with such requirements.

Employees are responsible for using mobile devices and communication systems owned or managed by Council in an effective, safe, ethical and lawful manner, and are responsible for reporting cyber incidents if they occur.

Managers are responsible for monitoring computer and mobile device usage within their respective areas of control and reporting anomalous use, and reporting cyber incidents if they occur.

The Chief Financial Officer is responsible for reviewing and approving, in conjunction with the relevant Director and Manager of Administration and Human Resources, requests for online business channels or online financial services provided via the Internet.

The Manager of Administration and Human Resources is responsible for:

- approving and recording remote access requests and connection methods;
- approving the storage of personally identifiable information on USB devices and other portable storage devices;
- approving the connection of personally owned communication devices to Council's computer systems or networks;
- approving requests for port scanning or security scanning;
- approving the installation or use of non-standard software;
- receiving and acting on disclosures of email spamming or other illegal email actions, security breaches or system malfunctions.
- approving requests for group or generic User IDs and passwords;
- reviewing and updating the Acceptable Use Policy; and
- any other specific ICT issue that requires approval under Council's policies.

DEFINITIONS

Cyber Incident	A breach of a system's security policy in order to affect its integrity or availability and / or the unauthorised access or attempted access to a system or systems.
Encryption	The process of converting information or data into a code, especially to prevent unauthorised access.
Endpoint	An endpoint refers to a device or node that connects to a LAN or WAN and accepts communications back and forth across the network. Examples include computer workstations, modems, routers and switches.
Information and Communications Technology (ICT)	ICT comprises the technologies that enable modern computing, and generally includes all devices, networking components, applications and systems that allow people and organisations to interact in the digital world. It includes the Internet, mobile networks, wired and wireless networks, telephones, radio and television services, Artificial Intelligence (AI), robotics, Internet of Things (IoT) devices and other technologies, and the use and application of such devices.
Internet	A global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols.
Local Area Network (LAN)	A collection of devices connected in one physical location, such as a building, office, or home, typically via Ethernet or Wi-Fi.

Malware	The collective name for malicious software developed by cyber-attackers, including viruses, ransomware and spyware, which can cause extensive damage to data and systems or be used to gain unauthorised access to a network.
Multi-factor Authentication (MFA)	Multi-factor authentication (MFA) is a security measure that requires two or more proofs of identity to grant user access. Typically, this would be a password and mobile phone.
Phishing Attack	A type of social engineering attack involving the sending of fraudulent communications, usually via email, that appear to come from a reputable source, usually with the intention of stealing user data.
Privileged Access	Access to a system (on-premise or cloud) which is above the benchmark of a regular user. Privileged access accounts have access to system critical resources and therefore need to be protected and monitored.

POLICY STATEMENT

Access Control

- 1.1 Users are only permitted to access information, applications and systems that they have been allocated access rights for. Rights are granted on the basis of business need and documented such that it defines the rules and rights for individuals or groups. Any other access is considered unauthorised and is in breach of this requirement.
- 1.2 Mobile phones, tablets, portable computers, laptops, USB devices or any other device must not be connected to GISC's internal computer systems or networks unless the device has been approved for use by the Manager of Administration and Human Resources.

Users should not access systems that contain personally identifiable information (PII) from mobile devices or save any PII information onto USB devices etc. unless approval has been given by the Manager of Administration and Human Resources.
- 1.3 Damaging, altering, or disrupting the operations of the computer systems and networks owned or managed by GISC is not permitted. Users must not carry out any activity with the intention of capturing or obtaining passwords, encryption keys, or anything that could facilitate unauthorised access by themselves or anyone else.

- 1.4** Before a user reaches a menu, system prompt or has access to system resources, utilities, databases or shares they must have successfully logged on and be validated as a legitimate system user. Authentication methods will depend on the sensitivity of the information or system being accessed, whether access is effected in-house or remotely and the level of privileges granted to the user.

Anti-Virus

- 2.1** Users must not intentionally write, generate, compile, copy, collect, propagate, execute, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise affect the performance of, or access to any GISC computer system or network.
- 2.2** Users must not open files or click on links in attachments, emails or social media if the source is unknown, suspicious or untrustworthy.

Communication and Mobile Devices

- 3.1** Mobile devices and communication systems supplied by the Council are provided to facilitate business activities. Reasonable and appropriate personal use is permitted as follows:
- Minimal calls and text messages;
 - The data plan must not be exceeded due to personal use; and
 - Personal use must not cause the Council to incur any additional costs or impact staff productivity.

Managers may monitor use. Personal use may be required to be reimbursed.

A phone supplied by GISC may not be used in connection with any personal commercial business activities. The number may not be published in any publication or business card that is not related to the Council's business.

- 3.2** Mobile devices and communication systems owned or managed by GISC are to be used in an effective, safe, ethical and lawful manner. Use will be monitored and misuse will be handled in accordance with existing disciplinary procedures.
- 3.3** Users of GISC's mobile phones and communication systems must not engage in any activity which violates or infringes the rights of others or which a reasonable person would consider to be abusive, profane, offensive or defamatory.
- 3.4** Communications equipment supplied by GISC must not be altered or added to in any way including:
- unauthorised upgrades;
 - addition of components;
 - removal of components - including transferring a Council SIM card to a personal phone;
 - altering configuration or security settings;
 - installation of non-approved applications; or
 - jailbreaking the device.

All devices will be centrally managed and any changes or maintenance carried out by the IT Helpdesk or designated agent.

- 3.5 Users of mobile devices must ensure that the device is protected by a PIN number or password and auto-lock. Voice authentication (if used) must be coupled with password or PIN authentication.
- 3.6 GISC maintains the right to conduct inspections of any mobile phone or other mobile device that it owns or manages without prior notice to the user or custodian. The device must be returned to the IT Helpdesk upon request for maintenance and when the user ceases to provide services to GISC.
- 3.7 Users should not lend mobile devices allocated to them for business activities to others external to the Council including friends and family.
- 3.8 Staff using communications devices must not return calls, text messages, respond to pager calls or subscribe to paid services where:
- the return number is a premium rate number;
 - charges beyond those for normal calls can be incurred (e.g. long distance calls);
 - the recipient is a competition, gambling or advertising entity; or
 - charges will be reversed back to the Council.

Any costs incurred relating to the above will be the responsibility of the staff member.

- 3.9 With the exception of purchases made from an approved online application store (e.g. Apple's App Store or Google's Play Store), games, freeware, shareware, movie clips or music may not be downloaded onto any Council mobile device unless its use is legal (does not breach copyright law) and it is specifically required for business purposes. Movie clips taken with the device for work purposes are exempt from this requirement.
- 3.10 Personally owned communication devices may not be connected to or synchronised with GISC's computer systems or networks unless approved by the Manager of Administration and Human Resources and the device owner agrees to the security requirements regarding the management of the device. BYOD security requirements include:
- agreement that the device will be managed by GISC; and
 - agreement for the Council security profile to be applied to the device.
- 3.11 The use of voice and video communication accounts must be approved. Voice and video systems are not to be used for any of the following:
- personal voice calling, video calling and instant messaging;
 - commercial announcements;
 - advertising material;
 - sexually explicit or sexually oriented material;
 - hate based material;
 - hacker related material; or
 - transferring of files.

All inbound and outbound communication must be channelled through corporate systems and accounts.

Computer Systems and Equipment Use

- 4.1** Users of computer systems or networks owned or managed by GISC shall not use these systems to engage in any activity which causes, or could be construed as causing, any form of harassment, discrimination or victimisation of another user including:
- race;
 - religious belief or activity;
 - sex;
 - age;
 - disability;
 - industrial association;
 - lawful sexual activity/sexual orientation;
 - marital, parental or carer status;
 - physical features;
 - political beliefs or activity;
 - pregnancy and maternity;
 - personal association with a person who has one of these personal characteristics;
 - gender; or
 - irrelevant criminal conviction.
- 4.2** The computer systems and networks owned or managed by GISC are to be used in an effective, safe, ethical and lawful manner. Misuse of IT resources will be handled in accordance with existing disciplinary procedures.
- 4.3** The computer systems are to be used for business purposes in the course of normal day to day operations. Personal use must be reasonable and appropriate and not impact on staff productivity, system performance or bring GISC into disrepute.
- 4.4** Users must not connect personally owned computing devices, computer peripherals, USB devices, digital cameras etc. to computer systems or networks owned or managed by the Council. If users do bring personal equipment to work, this is at their own risk and the Council is not responsible for the device or anything stored on it.
- 4.5** USB sticks or key fobs allocated by GISC are only for business use. Extra care is required when storing information on these devices due to their size and portability. Users should be aware of the following:
- Loss of the keys and the data is a problem due to the small size of these devices;
 - Increased chance of introducing a virus as they can be used on multiple devices;
 - Confidential information should not be copied to or stored on a USB storage device;

- USBs should not be plugged into any computer that does not have up to date security patches and anti-virus software;
- They must be stored and transported in a safe manner to reduce the chances of theft or loss; and
- USBs containing personally identifiable information (PII) should be protected by means of encryption.

4.6 Computer equipment supplied by GISC must not be altered or added to in any way including:

- unauthorised upgrades;
- addition of components;
- removal of components;
- altering configuration or security settings; or
- installation of non-approved applications.

All changes to configuration or maintenance of the device must be carried out by the IT Helpdesk or their designated agent.

4.7 Users must not lend computers, portable devices, tablets, mobile phones, laptops or any other equipment that has been allocated to them by the Council for business activities to anyone external to the Council including friends and family.

4.8 Any actions or activities, whether intended or accidental, which cause or could cause the computer systems, information or networks of the Council to be compromised in any way is considered serious misconduct, including:

- Security breaches or disruptions of network communications. Disruption includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes;
- Port scanning or security scanning. These activities are expressly prohibited unless sanctioned by the Manager of Administration and Human Resources for the purposes of testing network security;
- Executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is a part of the employee's normal duties or has been duly authorised;
- Circumventing user authentication or security of any host, network or account or running password cracking programs;
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack);
- Using any program/script/command, or sending messages of any kind, with the intent of interfering with or disabling a user's session using any means either locally or externally;
- Downloading, installing or executing any file containing malware which may damage or compromise computer systems or data;
- Copying or altering configuration or system files for unauthorised personal use or to provide to other people or users for unauthorised use;
- Creating or using open mail relays maliciously, spoofing mail headers, initiating a mail bomb attack or otherwise interfering with the Council's or another organisation's email service;

- Downloading or introducing tools or utilities that may potentially be used for hacking activities and undertaking any such activity on any system whether owned or managed by the Council or not;
- Providing or selling Council information without approval and for personal gain; or
- Defacing websites, downloading and distributing pornography, running a gambling operation or undertaking any other activity using Council resources that would bring the Council into disrepute.

4.9 Users must use the standard applications for which GISC is licensed. Do not install any software program, application, script or executable code on equipment in your care. Only software approved by the Manager of Administration and Human Resources may be installed on computer equipment owned by GISC and all installations must be carried out by the IT Helpdesk.

4.10 Users working in the Council's premises are not permitted to connect to the internet using mobile broadband cards, pairing hotspots, external modems, wireless USB, or any other mechanisms that bypass official corporate systems.

Devices provided by GISC have been configured to connect to network resources (including the internet) using approved wired or wireless mechanisms. Use of mobile computing facilities (e.g. mobile broadband cards, wireless USBs or pairing hotspots) may be used when working remotely.

4.11 If printing confidential or potentially sensitive information the following must be observed:

- The person authorised to view the information must be present at the printer during printing to ensure no one else reads the document; or
- The printer is located in a secure area; or
- The document is printed to a storage area on the printer and a code entered or card swiped to initiate the print when the authorised person is present.

The same applies to scanners, fax machines and photocopiers.

Email

5.1 The email system is predominantly for business use. Personal use must be reasonable and appropriate and not impact on staff productivity, system performance or bring GISC into disrepute. Misuse will be handled in accordance with existing GISC disciplinary procedures.

5.2 The email system must not be used for any unlawful activity and must not be used to compromise the security or operation of any computer system or network whether it is owned or managed by GISC or not.

5.3 Users must not create, send or forward any email messages which contravene human rights legislation, and which may be considered discriminatory, defamatory, or intend harassment or hatred on the basis of:

- Race;
- Religious Belief or Activity;
- Sex;
- Age;
- Disability;
- Industrial Association;
- Lawful Sexual Activity/Sexual Orientation;
- Marital, Parental or Carer Status;
- Physical Features;
- Political Beliefs or Activity;
- Pregnancy;
- Personal Association with a person who has one of these personal characteristics;
- Gender; or
- Irrelevant criminal conviction.

Any of the above actions will be handled in accordance with existing disciplinary procedures.

- 5.4 The email system is regarded as an official means of communication and, as such, messages must conform to the same corporate rules for grammar and content as other business communications.

It is not appropriate to use abbreviations (as used in text messages) or profanities, obscenities, derogatory or sexually explicit remarks in business email messages. Such remarks, even when made as a joke, may upset some people. Special caution is warranted because backup and archival copies of email may be more permanent and more readily accessed than traditional paper communications.

- 5.5 GISC has a legal requirement to retain corporate email. Users must regularly move corporate emails from email folders to **TechnologyOne CI Anywhere (ECM)**. Corporate email is defined as:

- E-mail that forms part of the corporate record. It is e-mail that documents the business activities of the Council, e.g. a direction for an important course of action, business correspondence received from outside the Council or a communication between staff members in which a formal approval is recorded.

Ephemeral emails can be destroyed as part of normal administrative practice. Ephemeral email is defined as:

- E-mail used to facilitate the Council's business, but which does not need to be retained for business purposes, e.g., notice of meetings, staff movements, copies of reports or newsletters, advertising material and any other publicly available material.

Personal email should be destroyed as soon as it is no longer required. Personal email is defined as:

- E-mail of a personal nature that has no relevance to the business of the Council.

- 5.6 Files received from an unknown, suspicious or untrustworthy source must be deleted immediately without opening. Under no circumstances should users click on links contained within an email message sent from an unknown source.

Information Management

- 6.1 Data and information created, modified, saved, transmitted or archived using the corporate systems of GISC remains the property of the Council.
- 6.2 All corporate information and data must be stored in approved corporate information repositories. This includes ECM, corporate applications and other approved shared repositories. Information is not to be stored on local drives of PCs or workstations, USB devices, laptops or copied onto portable media such as CDs or DVDs unless these copies are made in addition to saving it in an approved corporate file system.
- 6.3 Electronic information must be protected based on its sensitivity, value and criticality regardless of the type of media that holds the information, its location, the systems used to process it or the processes it is subjected to. Staff should be trained to recognise unclassified information, especially when it personally identifies individuals.
- 6.4 The user must notify their Manager immediately if confidential or sensitive information is lost, disclosed to unauthorised parties, or is suspected of being lost or disclosed.
- 6.5 Users must not delete or dispose of potentially important Council electronic records or information without the approval of the information owner and without following standard document management procedures for disposing of information.

Deleting the Council's records without following the proper procedures is considered a serious breach of this requirement particularly if the records cannot be recovered. Such actions will be handled by Human Resources in accordance with existing disciplinary procedures.

It should be noted that document retention should be in accordance with the NSW State Records Act 1998.

Internet Use

- 7.1 The internet is primarily available for business use. Personal use must be reasonable and appropriate, not impact on staff productivity or system performance or bring GISC into disrepute. A web content control system monitors and controls website visits.
- 7.2 GISC monitors and logs web sites visited, files downloaded and social networking accounts controlled by the Council. Managers can request reports that allow them to monitor and moderate Internet use. Users viewing or downloading content that is deemed inappropriate for the workplace may be subject to disciplinary actions up to and including dismissal.

- 7.3** Users of the internet are not permitted to visit, interact with, or download content from websites that are offensive, obscene or contain indecent material such as pornography or violence. Users must not access, publish or download material which promotes hatred or discrimination on the basis of:

- Race;
- religious belief or activity;
- sex;
- age;
- disability;
- industrial association;
- lawful sexual activity/sexual orientation;
- marital, parental or Carer status;
- physical features;
- political beliefs or activity;
- pregnancy;
- personal association with a person who has one of these personal characteristics;
- gender; or
- irrelevant criminal conviction.

The above activities should be reported to your Manager or Human Resources. All reports will be investigated and handled in accordance with existing disciplinary procedures.

- 7.4** The internet connection must not be used for any illegal or unethical activity or personal business activity and must not be used to compromise the security of any computer system or network whether owned or managed by GISC or not.

Misuse must be reported to a Manager or Human Resources immediately. Reports of misuse will be investigated and handled in accordance with existing disciplinary procedures. Examples of unacceptable internet use include:

- computer hacking (accessing another's electronic data or computer without permission);
 - providing access to unauthorised persons (including minors);
 - impersonation;
 - file downloads (except for work related reasons);
 - use of the Internet for personal gain;
 - gaming, wagering or betting;
 - playing games;
 - the intentional transmission in any way of viruses or files that cause a negative impact on computer systems (e.g. unauthorised email attachments such as video, audio and executable files);
 - downloading or distributing information subject to copyright requirements (such as licensed software or protected internet applications);
 - disclosing private or confidential information including passwords or other information that may compromise the security of the computer systems; or
 - engaging in any illegal activity, including dissemination of material in breach of legislation.
-

- 7.5** Peer to peer file sharing is not permitted. This requirement includes sharing or downloading of movies, music, ebooks, applications, games etc. using torrent sharing, torrent clients and file sharing connections.
- 7.6** When working on their desktop within the Council's premises, users must use the Internet connection provided from this equipment. Users must not circumvent Internet security by using USB modems, personal hotspots, USB mobile wireless devices and mobile broadband cards. These alternative methods of connecting to the internet will be allocated to users working remotely and the Manager of Administration and Human Resources will record all instances where alternative methods of connecting to the internet have been provided.
- 7.7** The Internet shall not be accessed from another employee's PC, unless the user is logged on with their own username and password. Administrative and privileged access accounts must not be used when accessing any website or email system.
- 7.8** Personal use of social media sites is permitted using Council equipment during the employee's own time. This use must be reasonable, appropriate, not impact on staff productivity, system performance or bring GISC into disrepute. Social media sites include:
- Social media and news sites, for example, Facebook and Twitter;
 - Video and photo sharing sites such as YouTube and Instagram; or
 - Collaborative information sites like Wikipedia.
- Access to manage or publish to social media on behalf of the Council is only permitted with the approval of a Manager. Participation in work related social media groups, chat groups, list servers or collaborative sites must be conducted in accordance with the Policies and any applicable guidelines.
- 7.9** Users must not use social media to cause annoyance or anxiety, to harass, to defame or to transmit unsolicited commercial or advertising material. These actions must be reported to Human Resources and will be handled in accordance with existing disciplinary procedures.
- 7.10** Employees are not permitted to create or maintain a blog, wiki or social networking site on behalf of the Council without the express permission of the General Manager. Any blog, wiki or shared workspace must have a moderator and an approved code of conduct.

Legal Compliance

- 8.1** Users must not disclose any confidential information belonging to the Council or otherwise coming into their possession during the course of their employment, except as expressly permitted under any of the Council's Policies or as required by law. Users may be required to sign a confidentiality or non-disclosure agreement. Information may be classified as follows:

- Not to be Stored - Information which may not be captured or saved in electronic systems;
- Confidential - Information restricted to a small number of people;
- Internal Use Only - Information which may be known by staff, but not by anyone external to the Council; and
- Public - Information that is approved for public dissemination.

8.2 All intellectual property (including patents, copyrights, trademarks, inventions, designs or other intellectual property) created and/or developed by the Council's employees while at work or while using the Council's equipment is the exclusive property of the Council and must be recorded in a register.

8.3 Third party software in the possession of GISC must not be copied or installed multiple times unless this is allowed by the licence agreement. In all other cases the number of installations should be equal to the number of licences held. Systems will be monitored to ensure software licence conditions are being complied with and licence numbers are not being exceeded.

8.4 Information held in all computer systems and networks owned or managed by GISC is subject to the provisions of Privacy legislation and users should be aware of their obligations in respect of managing and using the information and providing information to third parties.

Online Services

9.1 When using the Council's computer systems, or when conducting the Council's business, staff must not deliberately misrepresent themselves and, where possible, provide full contact details.

9.2 Unless approval has been obtained in advance from the Chief Financial Officer and Director, users are prohibited from establishing online business to business arrangements or signing up to online services provided via the Internet.

Where the online system involves payments or receipts, a secure platform for processing transactions must be approved. Examples include electronic purchasing, personnel management systems, on-line database services, drop box, iCloud, Skype etc. Requests for a new online business channel or online service should be made through the Chief Financial Officer and Director.

9.3 Users must not publish corporate information (applications, internal documents or files, press releases, price lists etc.) on any public facing computer system (e.g. website, social media site) unless the item has been authorised by the appropriate Manager for public consumption.

9.4 Financial transactions transacted online must comply with legal requirements, be within approved limits of delegated authority for expenditure and meet the requirements of the Council's financial auditors.

Password and Authentication

- 10.1** User IDs and passwords must not be disclosed to anyone or shared with anyone.

Group or generic User IDs and passwords are prohibited as a rule, but in special circumstances may be approved by the Manager of Administration and Human Resources who will keep a written record of the exceptions.

- 10.2** Passwords must not be written down and left in a place where unauthorised persons might discover them.

- 10.3** Staff that use a computer at home should use different login credentials for work and home.

- 10.4** Users are responsible for all activity performed with their personal user IDs and passwords. Users must not allow others to perform any activity with their user IDs and are not permitted to perform any activity with IDs belonging to other users.

Personnel Management

- 11.1** All breaches of IT Policies and procedures will be handled by Human Resources in accordance with GISC's disciplinary procedures. If the action is inadvertent or accidental, is not unlawful and does not affect GISC's financial position or reputation or that of any other organisation or individual, a first breach may result in a formal warning.

The offender will be provided with training to ensure that the error does not occur again. Subsequent breaches, including those considered willful or intentional will be considered serious misconduct and will be subject to internal disciplinary actions that may include termination of employment and/or legal proceedings.

- 11.2** Staff must avoid actual or potential conflicts of interest in their capacity as an employee and conducting business on behalf of the Council and if there is any doubt about a particular situation, they should consult their Manager.

Remote Access

- 12.1** Remote users are only permitted to access applications and systems they have been approved to access for the purposes of fulfilling obligations to GISC. All other access is unauthorised. No access is permitted unless the following documentation has been completed:

Internal Users

- The Acceptable Use Policy is signed; and
- The Staff Remote Access Request Form is completed.

External Users

- The Application for Remote Access is completed; and
- The Remote Access Agreement has been signed.

- 12.2** Users must not be remotely connected to GISC while concurrently connected to another network or initiate a connection to another network during the period they are connected to the Council. This practice is called split tunneling.
- 12.3** The Council reserves the right to monitor and audit the use of remote access connections. Logs containing details of user activities may be retained.

LEGISLATION AND SUPPORTING DOCUMENTS

Relevant Legislation, Regulations and Industry Standards include:

- *Essential Eight Maturity Model – Australian Cyber Security Centre;*
- *ISO 27002: Information security – Security Techniques – Code of Practice for Information Security Controls;*
- *Local Government Act 1993;*
- *Privacy and Personal Information Protection Act 1998;*
- *Health Records and Information Privacy Act 2002;*
- *Independent Commission Against Corruption Act 1988;*
- *Government Information (Public Access) Act 2009;*
- *State Records Act 1998;*
- *Workplace Surveillance Act 2005;*
- *Anti-Discrimination Act 1977; and*
- *Local Government (State) Award 2020.*

Relevant Council Policies and Procedures include:

- *Glen Innes Severn Council Disaster Recovery Plan;*
- *Glen Innes Severn Council Data Breach Readiness Solution;*
- *Glen Innes Severn Council Internal Penetration Test Report – July 2020;*
- *Glen Innes Severn Council Data Risk Assessment Report – April 2021;*
- *Glen Innes Severn Council Code of Conduct for Council Staff;*
- *Glen Innes Severn Council Code of Conduct for Councillors;*
- *GISC Unsatisfactory Performance / Disciplinary Procedures Policy;*
- *GISC Workplace Discrimination and Bullying / Harassment Policy;*
- *Glen Innes Severn Council Risk Management Policy;*
- *Glen Innes Severn Council Procurement Policy;*
- *Glen Innes Severn Council Social Media Policy;*
- *Glen Innes Severn Council Business Continuity Plan; and*
- *Glen Innes Severn Council ICT Policies and Procedures:*
 - *Glen Innes Severn Council Access Control Policy;*
 - *Glen Innes Severn Council Anti-Virus Policy;*
 - *Glen Innes Severn Council Business Continuity / Disaster Recovery Policy;*
 - *Glen Innes Severn Council Communication and Mobile Devices Policy;*
 - *Glen Innes Severn Council Computer Systems and Equipment Use Policy;*
 - *Glen Innes Severn Council Computers for Councillors Policy;*
 - *Glen Innes Severn Council Cyber Crime and Security Incident Policy;*
 - *Glen Innes Severn Council Email Policy;*
 - *Glen Innes Severn Council Information Management Policy;*
 - *Glen Innes Severn Council Internet Use Policy;*

- *Glen Innes Severn Council Laptop and Tablet Security Policy;*
- *Glen Innes Severn Council Legal Compliance Policy;*
- *Glen Innes Severn Council Online Services Policy;*
- *Glen Innes Severn Council Password and Authentication Policy;*
- *Glen Innes Severn Council Personnel Management Policy;*
- *Glen Innes Severn Council Physical Access Policy; and*
- *Glen Innes Severn Council Remote Access Policy.*

VARIATION AND REVIEW

The Acceptable Use Policy will be reviewed every three (3) years, or earlier if deemed necessary, to ensure that it meets the requirements of legislation and the needs of Council. The term of the Policy does not expire on the review date, but will continue in force until superseded, rescinded or varied either by legislation or a new resolution of Council.

DRAFT

Appendix A

**Employee Acceptance**

I have read, understood, and agree to abide by the Glen Innes Severn Council **Acceptable Use Policy**.

I acknowledge that any inappropriate use of the Council's computer facilities may be investigated and may be subject to disciplinary action, including termination of my employment and/or any civil or criminal legal action.

I agree that my use of these services and facilities will be in strict accordance with Council's Acceptable Use Policy and acknowledge that:

1. I have been given notice in accordance with Section 10 of the *Workplace Surveillance Act 2005 (NSW)*;
2. My use of Council's computer services and communication devices may be subject to monitoring or surveillance by Council, using software and / or hardware intended for this purpose;
3. Such surveillance may be carried out on a continuous and ongoing basis;
4. Surveillance will commence on my date of employment with Council or from the date I sign this agreement, whichever is earlier; and
5. Monitoring and surveillance will be in accordance with Council's Acceptable Use Policy.

Signature: _____ Date: _____

Name of Employee: _____

Department: _____

Please **return this signed page** to Human Resources and **retain the policy** for your reference.



GLEN INNES SEVERN COUNCIL

Computer Usage Policy

RESOLUTION NUMBER:	11.05/17	MEETING:	25 May 2017
	10.05/15		28 May 2015
	17.02/13		28 February 2013
	9.12/10		16 December 2010
	10.03/07		22 March 2007

Glen Innes Severn Council (Council) employees have a responsibility to be ethical and efficient in their official or authorised private use of Council's property and services, including computers and associated equipment, services and software.

To encourage the ethical, efficient and legal use of computer equipment, Council has prepared this Policy to identify and articulate obligations and standards that must be observed by employees when using Council's computers.

Aims

The aims of the Computer Usage Policy are to:

- protect Council's network infrastructure and software, confidential information, intellectual property, operating efficiency and public reputation;
- discourage or prevent unlawful behaviour arising from use of computers, including but not limited to harassment and discrimination,
- reinforce to computer users that Council's computer facilities are provided primarily for business use and that personal use, when permitted, is a privilege;
- provide users with clear rules and / or guidelines for computer usage that encourage ethical behaviour, efficient use of resources, and work productivity.

Legal Implications

Council and its employees / agents have a responsibility to comply with relevant laws when using Council property or information. Council must also comply with relevant legal provisions when monitoring or enforcing usage requirements. Applicable statutes include:

- *Local Government Act 1993;*
- *Privacy and Personal Information Protection Act 1998;*
- *Health Records and Information Privacy Act 2002;*
- *Independent Commission Against Corruption Act 1988;*
- *Government Information (Public Access) Act 2009;*

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Related Documents: Records Management Procedures and Information Manual			

- *State Records Act 1998;*
- *Workplace Surveillance Act 2005; and*
- *Anti-Discrimination Act 1977.*

APPLICABILITY

This Policy applies to all authorised users of Council's computer systems, including staff, councillors, contractors and, where applicable, volunteers.

Use includes, but is not limited to, sending and receiving emails, accessing the Internet, using electronic media, access to and use of network systems, use of all desktop or laptop computers, use of all mobile devices that access Council's computer network or the Internet (for example, tablet computers and "smart phones"), and access to and use of all applications and data.


Council computers, mobile devices and all associated software and hardware shall be used strictly in accordance with the Glen Innes Severn Council Computer Usage Policy and associated Protocol and Procedures.

IMPLEMENTATION / COMMUNICATION

This Policy will be communicated to all new employees that are affected by it as part of their induction. Revised versions of the Policy that contain significant changes will be communicated to all relevant staff by Human Resources staff. New versions that only contain minor or inconsequential changes will be distributed to managers for highlighting at team meetings.

VARIATION AND REVIEW

This Policy shall be reviewed every three (3) years, or earlier if required. Council reserves the right to vary or revoke this Policy at its discretion.


.....
General Manager

31-5-2017.....
.....
Date

Reference Number:	Version Number: 5 Date of Effect: 25/5/17	Review Date: May 2020	Responsible Officer: Manager Admin and HR
Related Documents: Records Management Procedures and Information Manual			

**GLEN INNES SEVERN COUNCIL
COMPUTER USAGE POLICY (PROTOCOL AND PROCEDURES)**

Acceptable Use of Council's Computer Facilities

All Council computer facilities, including email and Internet accounts and the data and messages contained within or transmitted via them, are Council's property and are primarily intended for business use only.

All users are advised that they do not have any personal or proprietary rights over such facilities or accounts. Council cannot guarantee the privacy or confidentiality of any information stored or sent internally or via the Internet.

Council may provide any user who has access to Council's computer network with an internal email account, at Council's discretion.

Users will not be granted access to and use of Council's Internet or email communication facilities unless an Internet and Email User Agreement (refer **Appendix 1**) has been signed by the user.

After access and use has been granted, use of Council's computer facilities must be appropriate, lawful, efficient, professional and ethical.

Use of Council's computer facilities shall at all times comply with anti-discrimination laws, workplace relations laws, Council's Code of Conduct and Workplace Discrimination and Bullying / Harassment Policy, and other relevant laws or policies.

Except as set out in this Policy, Council's computer facilities may only be used for purposes consistent with the normal daily business operations of Council, including, but not limited to:

- Retrieval and distribution of information, technical materials, support documentation or promotional material that may assist users in their daily business operations; and
- Normal administration and support activities.

Reasonable private use of Council's computer facilities, particularly Internet and email, may occur during an employee's private time (e.g. lunch break) provided it is without detriment to a user's work or the business of Council, does not create an unfavourable impression with customers and does not contravene any prohibited use set out in this document.

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The user also acknowledges that although all attempts are made to protect Council's computer network from being infected by malware (for example, computer viruses, Trojans, worms, spyware, rootkits, keyloggers) and other malicious code, these forms of software may be present. Council takes no responsibility for personal information that may be damaged or lost as a result of malicious code.

Prohibited Use of Council's Computer Facilities

The following activities in relation to the use of the Council's computer facilities are expressly prohibited.

- Using Council's computer facilities (including email or the Internet) to store, request, access, transmit or convey images, content or materials that:
 - are fraudulent, illegal, offensive, threatening, abusive, defamatory or may constitute harassment;
 - are likely to contain any malware or other malicious code;
 - violate Council's Code of Conduct and / or any State or Commonwealth Act of Parliament;
 - contain another person or company's trademarks or copyrighted materials without specific authorisation to do so from the owner of the trademark or copyright;
- Sending or forwarding any 'chain' letters or 'hoax' e-mails.
- Using Council's computer facilities to solicit outside business ventures or with a view to personal profit or gain.
- Using Council's computer facilities to store, distribute, download, install or otherwise utilise any software in a manner that is inconsistent with the software's licence agreement.
- Using Council's computer facilities to harass, abuse, intimidate or interfere with others in a malicious manner.
- Using Council's computer facilities to gain (or attempt to gain) unauthorised access to Council's or any third party's data, databases, servers or networks or breaching any security measures on Council's or any third party's system.
- Using Council's computer facilities to intercept (or attempt to intercept) any data transmissions without authorisation.

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- Using Council's computer facilities to download any executable software applications or utilities from the Internet or other source without approval from Council's Network Administrator * (except when done unintentionally).
- Intentional disclosure or swapping of user logins / passwords that have been set up to safeguard the security of the computer network, individual computers or applications. If access is required, users are to contact the relevant system administrator (Practical Plus / Enterprise Content Management, MapInfo, etc).
- Using Council's computer facilities to intentionally create, send, access or store information that could damage or embarrass Council, its employees, agents, members of the public and other stakeholders.
- Using Council's computer facilities to intentionally create, send, access or store information that could be misleading or deceptive, result in victimisation or harassment, lead to criminal penalty or civil liability, or be reasonably found to be offensive, obscene, threatening, abusive or defamatory.
- Using Council's computer facilities to transmit, communicate or access any material that may unlawfully discriminate against, harass or vilify colleagues or any member of the public on grounds including but not limited to sex, sexual orientation, race, colour, nationality, descent, ethnic or ethno-religious background, marital or domestic status, disability, pregnancy, age, infectious disease (including HIV/AIDS), transgender status, or responsibilities as a carer.

Users who aid and abet others in unlawfully discriminating against, harassing or vilifying colleagues or any member of the public may also be held personally liable for such actions.

** For the purposes of the Computer Usage Policy and Procedures, the Network Administrator is Council's Manager of Administration and Human Resources or other Council officer who has been delegated the role of Network Administrator.*

Email Format / Disclaimer

Email messages sent from Council's network project Council's corporate image and accordingly are to follow a standard format. Messages are not to include non-standard borders or backgrounds, emoticons ("smiley faces", etc), non-standard commercial images / promotional material, or other unauthorised items. Due to electronic record keeping requirements, electronic business cards cannot be used.

A standard disclaimer will appear at the bottom of all outgoing emails sent from Council's facilities. This disclaimer will, by default, appear unless deliberately disabled by the Network Administrator. Users must not delete or amend the disclaimer, which is to be automatically attached to all outgoing emails:

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Glen Innes Severn Council NOTICE & DISCLAIMER

The information contained in this message and or attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you received this message in error, please contact the sender and permanently delete the message and its attachments.

The opinions expressed in this message are the personal views of the sender and do not necessarily represent the corporate opinions or policies of Glen Innes Severn Council, unless expressly stated.

Record Keeping

Email messages and their attachments are corporate records if they document Council's business and activities and need to be retained as evidence of those actions.

All corporate records, irrespective of their form or substance are required to be retained in a manner and for a period that complies with the requirements of the General Records Disposal Schedule for Local Government.

Corporate records include, but are not limited to the following:

- Working papers detailing development of reports and documents;
- Final versions of reports;
- Policy documents and statements;
- Formal minutes of Council Meetings and its Committees;
- Formal communications between Council Officers;
- Formal communications between Council Officers and external agencies, organisations or individuals.

Email Received at Council's Official Address (council@gisc.nsw.gov.au)

All email received at Council's official address will be dealt with in accordance with records procedures for the receipt and handling of incoming mail.

The Records Supervisor is responsible for opening the email and determining whether the item requires registering or otherwise.

Should the Records Supervisor determine that the item requires registration, the message and its attachments will be registered and then forwarded electronically to the appropriate Council officer for information / action.

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Related Documents: Records Management Procedures and Information Manual			

Should the Records Supervisor determine that the item does not require registration, the message shall be forwarded to the appropriate officer electronically, without registering it.

Email Received by a User

Email received by an individual user will either originate from an external source or internally.

Email received by a user from an external source must be registered into the appropriate record keeping system if items received relate to a business activity of Council.

Email received internally that does not constitute "official" correspondence, will be the responsibility of each staff member to deal with accordingly.

Council's email system should not be used as an indefinite additional storage space. If email messages are records that must be kept indefinitely, they are to be registered into Council's appropriate record keeping system and deleted from the Outlook folders.

A maximum of 600 megabytes will be allowed for storage of emails, calendar information, contacts and any other folder information created within Outlook folders. Users who do not delete unwanted information and exceed this limit will not be able to send emails until the required limit is met.

Retention and Management of Email Corporate Records

As with paper records, the custody and disposal of electronic records is the responsibility of the Records Supervisor.

Internal and external email that meets the criteria for corporate records must be registered and stored in the appropriate record keeping system. If the email recipient is unsure whether an email message meets the criteria for a corporate record, the email should be referred to the Records Supervisor for evaluation and advice.

Legal Issues

Legally, email and electronic file notes have the same standing in court as paper documents. The laws of Copyright, libel, discrimination and trafficking in prohibited goods and services can be applied to email and any attachments.

Care should always be taken to ensure that email messages and electronic file notes contain nothing that could bring Council into disrepute or subject it to legal action.

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Although a user may delete his or her email, deleted messages can be retrieved and submitted as evidence in legal and / or disciplinary proceedings.

Web Browsing and Use

Council's Internet connection is protected via a firewall device prohibiting unauthorised access from external sources via the Internet.

Users should be aware that non-authorised freeware and plug-ins, such as Internet browser search bars, anti-spam plug-ins, and free anti-virus products, might in fact be malware or contain other malicious code masquerading as legitimate products.

Although Council's network is protected by a firewall and Internet security software, no executable files (which include *.exe, *.com, *.bat, *.zip), screensavers, browser plug-ins, email client plug-ins, etc, are to be downloaded or installed on individual devices without the specific authorisation of the Network Administrator.

Downloading and / or installation of essential updates, upgrades, plug-ins, extensions, etc, for previously authorised Council software, is permissible without further authorisation. A list of authorised software is included at **Appendix 2**.

No streaming media is to be intentionally accessed except for essential work purposes. This includes video, audio (Internet radio stations etc). Such downloads include large amounts of data and will degrade Internet connections and performance.

Chat or Instant Messaging access or software is not permitted, except where authorised for work purposes. Such programs require the opening of "ports" on the firewall in order for these software packages to operate. This will lessen the security of Council's internal network, making it vulnerable to security risks.

All social media access and use (for example, Facebook, LinkedIn, YouTube and Twitter) is to be strictly in accordance with Council's Social Media Policy.

All users should be aware that Internet use is primarily for work purposes and that excessive or unreasonable private use is not permitted. Private use during work hours is also not permitted, except where specifically authorised, eg, under Council's Study Incentives Policy.

Council uses monitoring software to actively monitor the web-browsing gateway for bandwidth / download usage of individual workgroups and users. Such software also has the capability to monitor Internet / email content if necessary. Anomalous usage patterns will be reported to the relevant manager / supervisor to be taken up with the user(s).

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Users must acknowledge that their web browsing may be monitored and / or reported on and their access to the Internet will not be activated until they have read this policy and agree that they fully understand its terms and conditions.

Monitoring of Council's Computer Facilities and Information

Council reserves the right to conduct surveillance whether by way of monitoring, copying, accessing or disclosing any information or files that are stored, processed or transmitted using Council's computer facilities. This includes documents, files, email messages sent by users internally or externally or received by users, and Internet activity.

Subject to the *NSW Privacy and Personal Information Protection Act 1998*, users of Council's communication facilities should not have an expectation of privacy for any actions performed using such facilities, including personal email, messages, files, documents and other data created, deleted, sent, received and / or stored.

Users should be aware that emails, messages, files, documents and other data might be archived by Council management, as it considers appropriate. In addition, emails, messages, files, documents and other data that has been deleted may continue to exist in the Council's backup systems.

Council reserves the right, at any time, to monitor, copy, access or disclose any information or files that are stored, processed or transmitted using Council equipment and services.

Council may monitor its communication facilities on a random or continuous basis to:

- intercept and stop emails using a range of different tests (for example, emails believed to contain malware, emails containing .exe file attachments, emails larger than a pre-defined size, etc);
- prevent de-standardisation of the computer network due to the downloading or deployment of unauthorised software or hardware;
- ensure compliance with Council policies and procedures;
- investigate conduct that may be illegal or adversely affect the Council or its employees; and
- prevent inappropriate or excessive personal use of Council Internet and email facilities.

If an email message is intercepted, the user sending or receiving the email will be notified of the prevented delivery of the e-mail, unless:

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- the email is considered to be 'Spam';
- the content of the email might have resulted in an unauthorised interference with or damage to a computer or computer network or any programs run or data stored on the computer or the computer network; or
- the email would be considered by a reasonable person to be menacing, harassing or offensive.

Council may change the criteria for intercepting and stopping emails at its discretion. Such changes will be notified to all users before implementation.

The user, by signing the Internet and Email User Agreement, waives the requirement that electronic surveillance cannot commence prior to a 14 day notice period. The user also acknowledges that his / her Internet / email usage is continuously monitored by Council for the protection of Council's computer network.

Breaches of this Policy / Protocol

Users who are suspected of violating any of the provisions of this policy may be subject to disciplinary action in accordance with Council's Unsatisfactory Performance/Disciplinary Procedures Policy. Such disciplinary action may include, but is not limited to:

1. Suspension of computer privileges;
2. Counselling / formal warning;
3. Admonishment or reprimand;
4. Demotion to a lower grade either permanently or for a period to be determined;
5. Suspension from duty with or without pay for a specific period;
6. Dismissal, including summary dismissal, for gross misconduct or where continual breaches and counselling have failed to resolve the matter (consistent with the relevant award and legislative requirements).

Users should also be aware that Council is required to report any criminal and civil law violations to the appropriate authorities.

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Related Documents: Records Management Procedures and Information Manual			

APPENDIX 1**GLEN INNES SEVERN COUNCIL****INTERNET and EMAIL USER AGREEMENT**

I, _____ acknowledge that I am being granted Internet and / or email access using Glen Innes Severn Council's computer facilities in order to carry out my employment duties.

Users' Responsibilities

By using the Council's computer facilities, I accept responsibility to comply with its Computer Usage Policy and all associated rules and procedures, which I have read and understand.

I acknowledge that any inappropriate use of the Council's computer facilities may be investigated and may be subject to disciplinary action, including termination of my employment and / or any civil or criminal legal action.

I agree that my use of these services and facilities will be in strict accordance with Council's Computer Usage Policy. I also acknowledge that I have read and understand the content of Council's Computer Usage Policy and that by signing this Internet and Email User Agreement:

1. I have been given notice in accordance with section 10(2) of the *Workplace Surveillance Act 2005 (NSW)*; and
2. that Council will be entitled to, and shall commence monitoring, all my personal / business use of these services and communication facilities, and
3. that monitoring will be in accordance with Council's Computer Usage Policy.

I understand that if I am not prepared to accept any of these conditions that access to external email and Internet facilities will NOT be granted.

User Signature: _____ Date: _____

User Name: _____

Witness Signature: _____ Date: _____

Witness Name: _____

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Related Documents: Records Management Procedures and Information Manual			



THE
AUSTRALIAN
STANDING STONES
MANAGEMENT
BOARD

PO Box 565
Glen Innes NSW 2370

**Australian Standing Stones Management Board
Community Committee of GISC
Monthly Meeting Minutes**

Wednesday 16th November 2022 5.50pm
On site at the Australian Standing Stones

Present: Col Price, George Robertson-Dryden, Storm Black, Peter Grimes, Raelene Watson, Fiona and Rob O'Brien, Judi (chair) & Steve Toms, Pamela O'Neill, Councillor Lara Gresham, Peter Grulovic, Gayleen Burley, GISC Director of Place and Growth
Meeting was held off until Gayleen attended. Lara brought the new Regional Lifestyle magazine with her that showcases 70 pages of Glen Innes and Tenterfield.

Gayleen introduced herself.

Peter Grulovic introduced himself

Welcome to Gayleen Burley, Director of Place and Growth.

Apologies: Cr Rob Banham (Mayor),

Moved: Peter Grimes seconded Storm carried

Minutes of the previous meeting:

Moved: Raelene seconded Lara carried.

Conflict of Interest: Note that Judi Toms is a casual employee of GISC, John RJ, Storm Black, Fiona O'Brien and Raelene Watson permanent staff of GISC.

Business Arising

	Item-	Action by:
1	Toilet update – referred to General Business and ongoing	
2	Brochures – referred to General Business	Judi
3	Working bee at the shed – 5 November. Good clean out and tidy up of shed in general, inventory completed of ASSMB gear. Another working bee will be needed as soon as possible to erect the marquees complete with sides so that a clear labelling system is used for all components of the marquees. Next working bee Sunday 20 th November at 2pm to set up marquees and label them and the walls.	Raelene, Col, John, Steve, Judi, Rob O'Brien apology
4	Flag lowering organisers listed beside each event at the end of the minutes	Judi

Correspondence

In – Rotary Glen Innes – from President Mike Stone regarding the possible installation of new seats on Tregurtha Way (email), invoice for Sutherland plaque from Phoenix Foundry (email), parcel of plaque

A Community Committee of Glen Innes Severn Council
ABN 81 365 002 718

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Out – October minutes, letters seeking advertising of \$200 per ad, in the new print run of the Australian Standing Stones brochure to – Glen Innes Opportunity Shop, Land of the Beardies History House and Museum, Glen Innes Pipe Band (accepted), Glen Innes & District Services Club (including Australian Celtic Music awards), Glen Innes Visitor Information Centre (accepted), Glen Innes Highlands Visitor Association (accepted) The Croft & the Australian School of Celtic Studies (accepted x 2), email request to A Betterway to Print (now known as ABW) and Evans Printing for quotes for 10,000 and 20,000 brochures, email to Kane & Arch regarding damaged seat panel in the outdoor area at The Croft & crushed granite needed on Tynwald Hill, November agenda,

Moved: Raelene seconded Lara carried

Treasurer's Report: (attached)

Moved: John RJ seconded Peter Grimes carried

Balance as at 12th October 2022 \$12 822.56

Income \$54 postcard packs – Judi

Out Phoenix plaque (Clan Sutherland)

Closing balance \$12 788.91

General Business:

	Item	Action by:
1	Toilet update Steve had a look at split face Besser blocks used in the new basketball complex and they look good, they would suit the site. Steve brought a plan he designed for the block near the Croft. It has three toilets, a storeroom and a verandah. Discussion concluded that this would be the best way to proceed.	Steve
2	Brochures – Evans printing \$4,295 (20,000=21 cents each), \$3,295 (15,000=21 cents each), \$2,327 (10,000=23 cents each) ALL include GST ABW \$5,528.43 inc GST (20,000) Evans printing can have them done in around 10 -15 days with a provided PDF. 3 proofs free, extras \$10 proof. Ronnie has suggested using Tina Woolfe at the VIC to help with design. Some of the advertisements are the same and most of the groups can provide a pdf. motion: That we accept the quote from Evans Printing of 15 000 copies at \$3 295 moved Pamela seconded Raelene carried	Judi
3	Rotary email regarding seating on Tregurtha Way Mike Stone, as president of Rotary, contacted Judi conveying their interest in providing two seats for Tregurtha Way, one half way up	Judi

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	<p>from Bourke St and the other between the half way point and the parklands. Mike conveyed Council was supportive in their interest. Discussion ensued regarding the handrail that is an urgent and necessary matter. The previous handrail is still lying in the grass, gal pipe and timber posts.</p> <p>Much of the pathway has steep inclines off to the side making it difficult to have a seat placed and it would mean there would then be 4 different type of seats which doesn't provide a consistent appearance. The gravel washes out and over the concrete path making it slippery.</p> <p>Some committee members indicated their disappointment that we were not consulted prior to Rotary contacting council.</p> <p>Motion: that Judi respond to Rotary and let them know that the ASSMB is not supportive of extra seats at this time and that the handrail is a priority and that the top of the path needs stabilizing with concrete moved Steve seconded Colin carried.</p>	
4	<p>Activities to be organised and co-ordinator update</p> <p>St Andrews Day – someone to organise and run – John RJ and Peter</p> <p>Apologies for the day – Judi, Steve and Raelene</p> <p>JRJ has donated a map of Scotland for the raffle and Judi also has prizes to donate.</p> <p>Rob will pipe the flag for Pamela for her event.</p>	
5	ACF report	Ronnie
6	<p>Reports from members</p> <p>Ronnie has provided some information to John regarding the Square reader</p> <p>Lara – Keith Appleby has accepted a tender for the Skywalk with a variation of original plan</p> <p>Pamela – CCofA 40th Anniversary dinner, GI was well represented with Pamela, Judi and Steve attending.</p> <p>Steve – Excalibar will be placed when a date is organised with Robert</p> <p>Judi- will be giving Gayleen a extensive tour of the site on Friday</p> <p>We still need crushed granite at Tynwald Hill.</p> <p>Seats need repair at the Croft.</p> <p>ACF sign is on an angle and is dangerous.</p> <p>Banner for marquee – Oztrail have on special, Judi will look into purchasing and having one printed for the marquee</p> <p>Motion: That Judi obtain quotes and purchase a 3x3 size banner that will attach to the 6x3 marquee and seek printing costs from Evans Printing moved Raelene seconded Peter Grimes carried</p>	
7	Urgent business	
8	Square reader	John RJ

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9	ASSMB committee nomination from Peter Grulovic – this was accepted by the committee.	Judi
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New business items to be forwarded to the Chair & secretary 5 days prior to the next meeting.

Recommendations to Council:

That the nomination for committee member Peter Grulovic be accepted.

Meeting closed:

Next meeting: General meeting @ 5.30pm Wednesday 18th January 2023 – at Glen Innes & District Services Club Board Room

Calendar dates

Date	Event	Activity	Time	Organiser
Opening 1 February, 1992	The Australian Standing Stones			
1 March	St. David's Day (Wales)	Flag lowering	5 pm	John
5 March	St Piran's Day (Cornwall)	Flag lowering	5 pm	Pamela
17 March	St Patrick's Day (Ireland)	Flag lowering	5 pm	Petar, Rob & Fi
21 March 2023	Autumn equinox	Sunrise - gathering solar noon – watch solar shadow sunset - gathering	Sunrise (6.57am), solar noon meet from 12.30pm (actual time 1.00pm), sunset (7.04pm)	Sunrise – John Storm & Peter (tbc)
1 st Wknd May	Australian Celtic Festival		Thursday 4 May – Sunday 7 May 2023	
19 May	St Yves' Day (Brittany)	Flag lowering	4 pm	Pamela
21 June 2023	Winter solstice	Sunrise - gathering solar noon –	Sunrise (6.48am), solar noon meet from 11.30am	Sunrise – John Solar noon – Steve & Judi

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			watch solar shadow, sunset - gathering	(actual time 11.55am), sunset (5.02pm)	
1 July	Tartan Day		Fundraiser dinner		Judi
5 July	Tynwald Day (Isle of Man)		Flag lowering	4 pm	Steve
21 Sept 2023	Spring equinox		sunrise –gathering (5.44am), solar noon – watch solar shadow, sunset - gathering	Sunrise (5.44am) Solar noon from 11.30am (actual time 11.46am), Sunset (5.48pm)	Sunrise – John Storm & Peter (tbc)
30 November	St Andrew's Day (Scotland)		Flag lowering	5 pm	Petar
21 Dec 2022	Summer solstice		Sunrise - gathering solar noon – watch solar shadow, sunset - gathering	Sunrise (5.49am), solar noon from 12.30pm (actual time 12.51pm), sunset (7.52pm)	Sunrise – John Storm & Peter (tbc) Solar noon – Judi & Steve

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4. Emmaville Memorial Hall

Ordinary Meeting.

22/11/22

Opened: 3:40 pm.

Next Meeting - Tues 21/2/23. @ 3:30pm

Present: Daniel Sproule, Lyn Schumacher, Rob Banham,
Dot Wooder.

Apologies: D. Say, K. Byrne, C. Sproule, L. Johnson

Moved L Schumacher 2nd D. Wooder

Declarations of Conflict of Interest: Nil

Minutes of previous meeting read

Moved D. Sproule 2nd R. Banham.

Business Arising

- Council found missing briefcase etc.
 - Cutlery purchased - thanks Daniel.
 - Right off-stage key (Pre-School) to be cut.
 - Hot water system leaking, hence large Origin bill.
- Plumber K. Taylor fixed.
- Electricians etc checked.

Moved L. Schumacher 2nd D. Wooder

Treasurer's Report - Westpac Debit Card ordered.

Treasurers Report - Westpac Debit Card
Note: Balances on last meeting incorrect - wrong way around

Cash A/c	Opening Balance	\$ 5439-39
	Interest	0-08

Balance as per statement \$5439.47 as @ 31/10/22.

<u>Cheque A/c</u>	Opening Balance	\$7579.01
	Expenses	1519.09

Closing Balance as per statement \$6059.92 as @ 31/10/22

Petty Cash - \$14. (2 x keys cut) Cash on hand. \$77.00

Moved L. Schumacher 2nd D. Sproule

Correspondence

- Pre-School - Agreement 2023
- Library - Movie Thursday 19th Jan. 2023 @ 1:30
- Matt Scullion - Sunday 4th Dec. 3pm.
- Resignation Letter - L. Schumacher
- Council - Invoice (Milestone One Instalment - Grant.)

Moved D. Sproule 2nd D. Wooder

General Business

- Matt Scullion - entertainer, free concert 4th December.
Contact - re hall set up.
Volunteers - Toni / Claire / Leah / David?
Catering \$7.50/head. Sausage Sizzle, tea/coffee, drinks.
Emmaville General Store - bread, tea/coffee, sugar, milk, onions, sauces
Woolies - soft drinks (1x lemonade, 1x lemon squash, 2x coke)
Campbells - sausages.
Motion - ask Hospital Aux. to borrow/hire BBQ — Daniel
Moved L. Schumacher 2nd D. Wooder.
- Pre School - contact Jan re fees to \$40.
Motion to increase fee to \$40 per day.
Moved R. Banham 2nd L. Schumacher
External tap needed.
- Boundary with Anglican Church.
Keith Doe has a written agreement with Hall Committee
re boundary. Need to obtain.
- Council - asking communities to take over running of halls.
Note - to remain 355 committee until Grant is expired.
- Dynamic Fire & Safety Equipment Check.
Thurs. 24th Nov 10-12. Need access. — Daniel
- First Tin borrowed 6 tables, 26 chairs. Returned next day.
- Derek Foley - D.O. plus other entertainers. in New Year.
Will contact with more info.
- Water leak from kitchen - outside. To Check.
- New members - Leah Johnson - nom. Daniel, 2nd Dot.
Claire Sproule - nom. Lyn 2nd Rob. (Carried)
- Halls - need bins/paper towels in toilets.

Meeting closed 4:45 pm.

CAPITAL WORKS PROGRAM CARRIED FORWARD FROM 2019/2020								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
PROJECTS FUNDED FROM OTHER GRANTS & CONTRIBUTIONS			\$ 2,079,254	\$ 6,454,763	\$ 6,642,420			
Bushfire Community Resilience and Economic Recovery Fund	BFR - Old Wyaliba Replanning	Draft Master Plan has been received. Draft Bushfire Management Plan has been provided to Wyaliba community for discussion. These documents have been received on a pro bono basis. This funding has now been extended to 30 June 2022 and additional funding will be used for other projects such as LEP review, bushfire mapping and DCP review in 2021/2022.	\$ 90,000	\$ 90,000	\$ 98,163	99%	30/08/2022	20/06/2022
Glen Innes Indoor Sports Stadium	Full Amount of Grant \$5,500,000 with \$4,221,492 from Regional Sport Infrastructure Fund and \$1,278,508 from Australian Government - Building Better Regions Fund.	Construction commenced on 14 June 2021 and was opened on 20 August 2022. QBR to be undertaken for additional grant funding obtained.	\$ 1,889,254	\$ 6,264,763	\$ 6,447,964	100%	30/10/2022	20/09/2022
Bushfire Community Resilience and Economic Recovery Fund	Connectivity	Project completed. Consultant delivered Master Plan. Community Consultation has finished. Remove additional grant funding expenditure.	\$ 100,000	\$ 100,000	\$ 96,294	100%		30/06/2022
Total			\$ 2,079,254	\$ 6,454,763	\$ 6,642,420			

CAPITAL WORKS PROGRAM CARRIED FORWARD FROM 2020/2021								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	*Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
BRIDGE RENEWAL PROGRAM GRANT & SECTION 7.11 CONTRIBUTIONS			\$ 3,700,000	\$ 3,700,000	\$ 2,171,742			
Local Bridges - Bridge Renewal Program	5270 Shannonvale Road, Mann River Bridge	The contractor Weir Built has installed all substructure and landed planks in place. Deck pour was completed in November.	\$ 1,400,000	\$ 1,400,000	\$ 336,803	60%	30/05/2023	
Local Bridges - Bridge Renewal Program	Side Track and Bridge over Mann River at Wyaliba	Project complete pending final invoicing.	\$ 2,300,000	\$ 2,300,000	\$ 1,834,939	100%		1/09/2022
PROJECTS FUNDED FROM WASTE RESERVE			\$ 284,065	\$ 284,065	\$ 170,603			
LANDFILL: Future Landfill Development	LANDFILL: Future Landfill Development	This project is part of the long term rehabilitation of the Landfill Site. The works will continue into the 2022/2023 to complete drainage works on the eastern and southern boundaries of the landfill. Project will carry into Waste Remediation Provision. Purchase of additional property for Landfill proposed. One of the two properties have been purchased to allow drainage line to be installed on the southern side of the quarry. negotiations are underway about withdrawal of Aboriginal Land Claim.	\$ 284,065	\$ 284,065	\$ 170,603	70%	30/06/2023	
PROJECTS FUNDED FROM OTHER GRANTS & CONTRIBUTIONS			\$ 380,000	\$ 380,000	\$ 207,459			
Safer Roads Grant	Bald Nob Road	Project completed pending final invoicing. Additional funding variation has been applied for.	\$ 380,000	\$ 380,000	\$ 207,459	100%		12/08/2022
Total			\$ 4,364,065	\$ 4,364,065	\$ 2,549,805			

CAPITAL WORKS PROGRAM CARRIED FORWARD FROM 2021/2022								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
BRIDGE RENEWAL PROGRAM GRANT & SECTION 7.11 CONTRIBUTIONS			\$ 2,345,000	\$ 2,345,000	\$ 273,074			
Fixing Country Bridges	5220 Mt Mitchell Road, Yarrow Creek Bridge	Design has been procured and is complete. Components procured off site. Planned to commence construction in early 2023 pending weather.	\$ 945,000	\$ 945,000	\$ 220,408	5%	30/05/2023	
Fixing Country Bridges	5215 Mt Mitchell Road, Mann River	Design has been procured and is complete. Works are planned to be completed by Council's bridge team after the completion of Yarrow Creek bridge in May 2023. Council has accepted a schedule of rates tender for bridge components from local business Weir Built.	\$ 1,400,000	\$ 1,400,000	\$ 52,666	5%	30/04/2024	
PROJECTS FUNDED FROM GENERAL FUND			\$ 727,825	\$ 1,045,444	\$ 615,374			
Finance: Project Jigsaw Open Office Implementation	Finance: Project Jigsaw Open Office Implementation	Planning and Data Migration in progress. Stage 1 Go Live was July 2022. The project is 80% complete. A meeting is planned for mid-December to discuss Stage 2 of the project.	\$ 476,825	\$ 785,825	\$ 483,469	80%	16/12/2022	
Glen Innes Swim Centre Upgrade	Glen Innes Swim Centre Upgrade	Structure has been installed. Additional sheeting is being installed around the structure to provide wind protection. Account being reimbursed for overspend.	\$ 76,000	\$ 84,619	\$ 99,964	100%	30/09/2022	30/08/2022
CBD Roundabout Landscaping	CBD Roundabout Landscaping	Design being undertaken, plants purchased. Suitable material being selected for ground cover.	\$ 60,000	\$ 60,000	\$ 12,823	20%	30/06/2023	
Upgrade Signage	Upgrade Signage	Minor work carried out.	\$ 30,000	\$ 30,000	\$ 8,351	16%	31/08/2022	
Upgrade Electricity Dumaresq Street Industrial Estate	Upgrade Electricity Dumaresq Street Industrial Estate	Electrical design being undertaken to allow for upgrade of electrical services.	\$ 85,000	\$ 85,000	\$ 10,768	0%	30/08/2023	

CAPITAL WORKS PROGRAM CARRIED FORWARD FROM 2021/2022								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
INFRASTRUCTURE PROJECTS FUNDED FROM GENERAL FUND			\$ 25,000	\$ 25,000	\$ 8,678			
Roads of Strategic Importance - Council Contribution	Bald Nob Upgrade Stage 2	Moved to 7001C22 - Survey has been undertaken by internal staff and is complete. Design has been procured externally and is complete.	\$ -	\$ -	\$ -	5%	30/12/2023	
Footpath Renewal	Footpath Renewal	Project complete.	\$ 25,000	\$ 25,000	\$ 8,678	100%		30/06/2022
Heavy Patching Program	Heavy Patching Program	Moved to 7001C22 Works completed on Maybole Road, Red Range Road, Rangers Valley Road. Staff have been diverted to flood recovery. Remaining budget proposed to be used to fund bitumen reseal program and budget deficiencies in Bald Nob road upgrades.	\$ -	\$ -	\$ -	30%	30/03/2023	
PROJECTS FUNDED FROM OTHER GRANTS & CONTRIBUTIONS			\$ 6,445,417	\$ 7,825,417	\$ 3,351,748			
Safer Roads Grant	Bald Nob Segment 20	Project complete.	\$ 2,140,139	\$ 2,140,139	\$ 1,342,213	5%		12/08/2022
Fixing Local Roads	Lang Street/Furracabad Road	Project complete.	\$ 990,000	\$ 990,000	\$ 736,454	100%		9/02/2022
Local Roads and Community Infrastructure Grant	MT Slow Gravel Resheeting	Project underway.	\$ 296,000	\$ 296,000	\$ 1,565	1%	30/12/2022	

CAPITAL WORKS PROGRAM CARRIED FORWARD FROM 2021/2022								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Fixing Local Roads	Round 2 New Bitumen Seals	Sealing of Maybole Road, Yarraford Road, Mt Mitchell Road, Pinkett Road, Strathbogie Road and Gordons Road completed. West Furracabad Road has been re-sheeted however sealing delayed due to drainage issues.	\$ 3,019,278	\$ 3,019,278	\$ 1,268,643	75%	31/05/2023	
Fixing Local Roads	Gulf Road	Minor works commenced. Project planned to complete Otta seal section by May 2023.	\$ -	\$ 1,380,000	\$ 2,873	1%	31/05/2023	
LRCI PHASE 3			\$ -	\$ 931,854	\$ 722,622			
Local Roads and Community Infrastructure Grant Phase 3	LRCI Phase 3 Bitumen reseal program	Projects identified for a resealing program in March 2023	\$ -	\$ 431,854	\$ 117,622	5%	30/03/2023	
Indoor Sports Stadium	Construction of Carpark	Kerb, guttering installed, stormwater completed, road seal, footpaths, lighting, signage and line work yet to be installed. QBR to be completed for overspend.	\$ -	\$ 500,000	\$ 605,000	98%	30/11/2022	
PROJECTS FUNDED THROUGH THE PLANT FUND			\$ -	\$ 15,000	\$ 12,666			
New Plant Program	Flail Mower	Delivered and entered into service	\$ -	\$ 15,000	\$ 12,666	100%		8/11/2022
PROJECTS FUNDED FROM REGIONAL ROADS GRANTS			\$ 312,000	\$ 312,000	\$ 318,673			
Regional Roads Block Grant	Emmaville Road segment 180	Project complete pending final invoicing.	\$ 312,000	\$ 312,000	\$ 318,673	45%		25/11/2022
PROJECTS FUNDED FROM THE SEWER FUND			\$ 546,972	\$ 555,472	\$ 425,670			
Sewer: Mains Renewal – Sewer Funds	Sewer - Capital Renewal	The first round of manhole repairs has been completed by FITT resources. Inspections will be carried out on the Sewer Pump stations and assessed. Relining has been delayed due to COVID restrictions and 45% of current year program completed. The contractor is planned to return in October. Quotations recieved for additional relining to be completed in early 2023	\$ 536,972	\$ 546,972	\$ 418,215	45%	30/06/2022	

CAPITAL WORKS PROGRAM CARRIED FORWARD FROM 2021/2022								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Sewer - New Mains (Private Works)	Sewer - New Mains (Private Works)	Complete.	\$ 8,000	\$ 3,000	\$ 2,886	100%		30/06/2022
Sewer - New Services (Private Works)	Sewer - New Services (Private Works)	Complete.	\$ 2,000	\$ 5,500	\$ 4,569	100%		30/06/2022
PROJECTS FUNDED THROUGH THE STORMWATER/DRAINAGE RESERVE			\$ 145,000	\$ 145,000	\$ 23,952			
Renew Drainage – Drainage Charge Reserve	Stormwater Renewals - Glen Innes	Pipes replaced on Cherry Tree Rd. Works planned to be undertaken in Grafton Street have again been deferred due to staff being diverted to natural disaster repairs.	\$ 145,000	\$ 145,000	\$ 23,952	18%	30/09/2023	
PROJECTS FUNDED FROM THE WATER FUND			\$ 655,000	\$ 1,594,532	\$ 933,925			
Water Mains Renewal	Water - Capital Renewal	Components have been purchased for the Oliver Street Main upgrade, however work has been delayed by wet weather. This project is scheduled to commence in the next Quarter. Planning is progressing for upgrades to water main at Thomas Street	\$ 651,532	\$ 651,532	\$ 170,521	25%	30/06/2023	
Water - Capital New	Water - Capital New assets	Project is anticipated to be completed under budget.	\$ 3,468	\$ 40,000	\$ 33,957	75%	30/06/2023	
Water Fund Renewals	Water - Automated Water Meter Reading	Project underway. Meter data is starting to be received. Approximately 350 automated water meters remain have been installed in Glen Innes. This project has been deferred while meter reading and billing have been completed.	\$ -	\$ 761,000	\$ 722,662	31%	30/03/2022	
Water Fund Renewals	Truck Wash Upgrade	Effluent dosage testing completed. Procurement of dosing equipment underway.	\$ -	\$ 142,000	\$ 6,786	5%	30/06/2023	
Total			\$ 11,202,214	\$ 14,794,719	\$ 6,686,383			

CAPITAL WORKS PROGRAM REVOTES - 2022								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
ROADS TO RECOVERY (RTR)			\$ 444,063	\$ 464,063	\$ 158,499			
Unsealed Roads Re-sheeting	Shannon Vale Road	Works commenced in May however weather continues to cause delays. Wet stockpiled material is also causing delays however works are continuing as material dries out.	\$ 444,063	\$ 464,063	\$ 158,499	30%	30/06/2023	
SRV PROGRAM			\$ 573,546	\$ 573,546	\$ 17,980			
Intersection Upgrade	Wattle Vale Quarry	Planned to commence in Feb 2023 using external contractors Sabilcorp procured under LGP contract.	\$ 573,546	\$ 573,546	\$ 17,980	5%	30/06/2023	
FIXING COUNTRY BRIDGES			\$ 281,017	\$ 281,017	\$ 167,682			
Fixing Country Bridges	Wentworth St - Rocky Ponds	Council has entered into an MOU with Inverell and Armidale for joint delivery. Design has been procured (awarded to SMEC), and review of environmental factors now completed. Fisheries permit to be obtained. A second tender for bridge components has provided a local source for components. Balance of budget to be spent in delivery with 7108C23.	\$ 81,875	\$ 131,875	\$ 89,404	80%	30/05/2024	
Fixing Country Bridges	5170 - Furracabad	Council has entered into an MOU with Inverell and Armidale for joint delivery. Design has been procured (Awarded to SMEC), and review of environmental factors now completed. Fisheries permit to be obtained. A second tender for bridge components has provided a local source for components. Balance of budget to be spent in delivery with 7109C23.	\$ 199,142	\$ 149,142	\$ 78,278	80%	30/05/2024	
	Sub Total		\$ 1,298,626	\$ 1,318,626	\$ 344,161			

CAPITAL WORKS PROGRAM 2022/2023								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
BRIDGE RENEWAL PROGRAM GRANT & SECTION 7.11 CONTRIBUTIONS			\$ 2,077,083	\$ 2,077,083	\$ -			
5315 Tent Hill Road, Bark Hut Creek	5315 Tent Hill Road, Bark Hut Creek	Project yet to commence.	\$ 250,000	\$ 250,000	\$ -	0%	30/06/2023	
5320 Tent Hill Road, Bark Hut Creek	5320 Tent Hill Road, Bark Hut Creek	Project yet to commence.	\$ 250,000	\$ 250,000	\$ -	0%	30/06/2023	
5340 Wentworth St over Rocky Ponds Creek	5340 Wentworth St over Rocky Ponds Creek	Council has entered into an MOU with Inverell and Armidale for joint delivery. Design has been procured (awarded to SMEC), and review of environmental factors now completed. Fisheries permit to be obtained. A second tender for bridge components has provided a local source for components. Construction commencement not yet scheduled.	\$ 776,225	\$ 776,225	\$ -	5%	30/05/2024	
5170 Furracabad Rd over Furracabad Creek	5170 Furracabad Rd over Furracabad Creek	Council has entered into an MOU with Inverell and Armidale for joint delivery. Design has been procured (Awarded to SMEC), and review of environmental factors now completed. Fisheries permit to be obtained. A second tender for bridge components has provided a local source for components. Construction commencement not yet scheduled.	\$ 800,858	\$ 800,858	\$ -	5%	30/05/2024	
INFRASTRUCTURE PROJECTS FUNDED FROM GENERAL FUND			\$ 987,713	\$ 987,713	\$ 113,186			
Heavy Patching Program	Heavy Patching Program	Project yet to commence.	\$ 797,713	\$ 797,713	\$ 92,460	0%	30/06/2023	
New cycleways / shared path	New cycleways / shared path	Project yet to commence.	\$ 50,000	\$ 50,000	\$ 613	0%	30/06/2023	
Kerb & Gutter Installation - Railway Street	Kerb & Gutter Installation - Railway Street	Project yet to commence.	\$ 40,000	\$ 40,000	\$ -	0%	30/06/2023	
Kerb & Gutter Installation - Hunter Street	Kerb & Gutter Installation - Hunter Street	Project yet to commence.	\$ 30,000	\$ 30,000	\$ -	0%	30/06/2023	

CAPITAL WORKS PROGRAM 2022/2023								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Kerb & Gutter Installation - Emmaville	Kerb & Gutter Installation - Emmaville	Project yet to commence.	\$ 20,000	\$ 20,000	\$ -	0%	30/06/2023	
Causeway renewal	Causeway renewal	Causeways renewed on Severn River Road, Gulf Road. Works underway on IngleVale Rd causeway during November.	\$ 50,000	\$ 50,000	\$ 20,114	30%	30/06/2023	
PROJECTS FUNDED FROM BORROWINGS			\$ 300,000	\$ 300,000	\$ -			
Infrastructure Backlog Projects	Infrastructure Backlog Projects	Planned to expend on bitumen reseal program.	\$ 300,000	\$ 300,000	\$ -	0%	30/06/2023	
PROJECTS FUNDED FROM GENERAL FUND			\$ 431,720	\$ 431,720	\$ 8,950			
Signage Upgrades	Signage Upgrades	Project yet to commence.	\$ 50,000	\$ 50,000	\$ -	0%	30/06/2023	
Public Art Projects	Public Art Projects	Project yet to commence.	\$ 50,000	\$ 50,000	\$ -	0%	30/11/2023	
Replacement of Emmaville Pool Covers	Replacement of Emmaville Pool Covers	Project yet to commence.	\$ 8,950	\$ 8,950	\$ 8,950	0%	30/11/2022	
Replacement of Anzac Park Playground equipment	Replacement of Anzac Park Playground equipment	Project yet to commence.	\$ 200,000	\$ 200,000	\$ -	0%	30/11/2023	
G I Aquatic Centre 25mt and LTS pools reapply top coat	G I Aquatic Centre 25mt and LTS pools reapply top coat	Pool emptied, investigations undertaken to determine scope of works. Grant funding obtained to undertake additional works.	\$ 45,000	\$ 45,000	\$ -	0%	30/06/2023	
Carpet for William Gardner Conference Room	Carpet for William Gardner Conference Room	A supplier has been engaged and the carpet will be installed on the 28 and 29 December.	\$ 22,770	\$ 22,770	\$ -	10%	31/01/2023	
LC-SS Outdoor Furniture Settings x 2	LC-SS Outdoor Furniture Settings x 2	Project yet to commence.	\$ 5,000	\$ 5,000	\$ -	0%	30/06/2023	
CAFS Sun Shade for playground equipment	CAFS Sun Shade for playground equipment	Project yet to commence.	\$ 50,000	\$ 50,000	\$ -	0%	30/06/2023	
PROJECTS FUNDED FROM OTHER GRANTS & CONTRIBUTIONS			\$ 11,068,529	\$ 11,068,529	\$ 500,018			
Roads of Strategic Importance	Bald Nob Upgrade	Design completed by external consultants GHD.	\$ 2,550,000	\$ 2,550,000	\$ 237,531	3%	30/06/2023	
Local Roads and Community Infrastructure Grant	LRCI Phase 3 Bitumen Reseals	Project yet to commence.	\$ 154,416	\$ 154,416	\$ -	0%	30/06/2023	
Airport runway renewal	Local Government Recovery Grants Program - Airport Runway	Project yet to commence.	\$ 1,000,000	\$ 1,000,000	\$ -	0%	30/06/2023	

CAPITAL WORKS PROGRAM 2022/2023								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Flood Recovery	Essential Public Asset Restoration Claim	Grant approved fro Pinkett Rd sections. Pending application for associated betterment works this will be undertaken by external contractors Stabilcorp under LGP contract.	\$ 5,000,000	\$ 5,000,000	\$ -	0%	30/06/2023	
Outdoor netball courts	Outdoor netball courts	Earthworks completed for commencement of outdoor courts. Works on courts to commence in December 2022.	\$ 251,310	\$ 251,310	\$ 168	20%	30/06/2023	
Pathways linking Indoor Sports Stadium to existing pathways	Pathways linking Indoor Sports Stadium to existing pathways	Construction underway.	\$ 266,466	\$ 266,466	\$ 22,130	20%	30/06/2023	
Pathway from Indoor Sports Stadium to High School	Pathway from Indoor Sports Stadium to High School	Concrete team to commence after pathways linking Indoor Sports Stadium to existing pathways have been completed	\$ 266,466	\$ 266,466	\$ -	0%	30/06/2023	
Emmaville War Memorial Hall Upgrades	Emmaville War Memorial Hall Upgrades	Project yet to commence.	\$ 131,651	\$ 131,651	\$ 105,326	0%	30/06/2023	
Centennial Parklands Skywalk	Centennial Parklands Skywalk	Project is progressing to detailed design stage under LGP contract.	\$ 700,000	\$ 700,000	\$ 134,863	0%	30/06/2023	
Centennial Parklands - Amenities and Outdoor Area construction	Centennial Parklands - Amenities and Outdoor Area construction	Project being redrafted and engineering designed to be put out to tender.	\$ 402,485	\$ 402,485	\$ -	0%	30/11/2023	
Skate Park redevelopment and new shared pathways	Skate Park redevelopment and new shared pathways	Tender being undertaken closes 24 November 2022.	\$ 221,557	\$ 221,557	\$ -	0%	30/11/2023	
BSBR000316 Indoor Sports Stadium Stage Two	BSBR000316 Indoor Sports Stadium Stage Two	Part works completed. Outdoor playground to be completed.	\$ 124,178	\$ 124,178	\$ -	60%	30/11/2023	
PROJECTS FUNDED FROM REGIONAL ROADS GRANTS			\$ 590,000	\$ 590,000	\$ 16,850			
Traffic Facilities	Traffic Facilities	Guard Rail installed at Camerons Creek.	\$ 70,000	\$ 70,000	\$ 16,850	25%	30/06/2023	
Block Grant - Emmaville Road segment 70	Block Grant - Emmaville Road segment 70	Project yet to commence pending advice of funding being reduced after underspend in 21/22 program.	\$ 114,000	\$ 114,000	\$ -	0%	30/06/2023	
Block Grant - Emmaville Road segment 210 Heavy Patch & Reseal Program	Block Grant - Emmaville Road segment 210 Heavy Patch & Reseal Program	Project yet to commence pending advice of funding being reduced after underspend in 21/22 program.	\$ 200,000	\$ 200,000	\$ -	0%	30/06/2023	

CAPITAL WORKS PROGRAM 2022/2023								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Block Grant - Wellington Vale Road Heavy Patch & Resealing Program	Block Grant - Wellington Vale Road Heavy Patch & Resealing Program	Project yet to commence.	\$ 206,000	\$ 206,000	\$ -	0%	30/06/2023	
PROJECTS FUNDED FROM ROADS TO RECOVERY (RTR)			\$ 889,200	\$ 889,200	\$ 67,222			
Unsealed Roads Resheeting - Nine Mile Road	Unsealed Roads Resheeting - Nine Mile Road	Project complete pending invoicing.	\$ 281,400	\$ 281,400	\$ 21,538	100%		2/09/2022
Unsealed Roads Resheeting - Bullock Mountain Road	Unsealed Roads Resheeting - Bullock Mountain Road	Project yet to commence.	\$ 437,360	\$ 437,360	\$ -	0%	30/06/2023	
Unsealed Roads Resheeting - Haymarket Road	Unsealed Roads Resheeting - Haymarket Road	Project yet to commence.	\$ 120,000	\$ 120,000	\$ 1,155	0%	30/06/2023	
Unsealed Roads - Caerleon Road	Unsealed Roads - Caerleon Road	Project complete.	\$ 50,440	\$ 50,440	\$ 44,529	100%		20/11/2022
PROJECTS FUNDED FROM THE GLEN INNES AGGREGATES SURPLUS			\$ 300,000	\$ 300,000	\$ -			
New Bitumen Seals - Blue Hills/Rodgers Road	New Bitumen Seals - Blue Hills/Rodgers Road	Project yet to commence.	\$ 300,000	\$ 300,000	\$ -	0%	30/06/2023	
PROJECTS FUNDED FROM THE SEWER FUND			\$ 641,117	\$ 641,117	\$ 5,481			
Capital Renewal (Matches depreciation plus 30%)	Capital Renewal (Matches depreciation plus 30%)	Project yet to commence.	\$ 621,117	\$ 621,117	\$ -	0%	30/06/2023	
New Mains	New Mains	Project yet to commence.	\$ 10,000	\$ 10,000	\$ -	0%	30/06/2023	
New Service	New Service	Project will be ongoing throughout the year.	\$ 10,000	\$ 10,000	\$ 5,481	12%	30/06/2023	
PROJECTS FUNDED FROM THE WATER FUND			\$ 711,854	\$ 711,854	\$ 77,144			
Capital Renewal	Capital Renewal	Project yet to commence.	\$ 591,854	\$ 591,854	\$ 73,000	0%	30/06/2023	
Capital new	Capital new	Project yet to commence.	\$ 100,000	\$ 100,000	\$ -	0%	30/06/2023	
New Mains	New Mains	Project yet to commence.	\$ 10,000	\$ 10,000	\$ -	0%	30/06/2023	
New Service	New Service	Project will be ongoing throughout the year.	\$ 10,000	\$ 10,000	\$ 4,144	0%	30/06/2023	
PROJECTS FUNDED THROUGH THE PLANT FUND			\$ 1,108,000	\$ 1,108,000	\$ 801,282			
Heavy Plant Replacement Program	Bogie Tipper Truck & Dog Trailer	Item ordered - will require additional budget in QBR.	\$ 420,000	\$ 420,000	\$ 458,500	95%	30/03/2023	
Heavy Plant Replacement Program	Hino Ranger 14 FM1JLPM	Item ordered - will require additional budget in QBR.	\$ 285,000	\$ 285,000	\$ 303,700	95%	30/03/2023	

CAPITAL WORKS PROGRAM 2022/2023								
Project	Works	Status Comments as at 30 November 2022	Adopted Budget	Revised Budget	Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Heavy Plant Replacement Program	Hino Ranger Nine	Project yet to commence. This is a replacement and a corresponding sale of plant will occur. Disposing plant item 1102.	\$ 285,000	\$ 285,000	\$ -	0%	30/06/2023	
New Plant Program	Cat 3 Leaseback (MIWS)	Project yet to commence.	\$ 40,000	\$ 40,000	\$ -	0%	30/06/2023	
New Plant Program	Cat 3 Leaseback (MID)	Complete- Plant no 1582 purchased.	\$ 40,000	\$ 40,000	\$ 39,082	100%		28/07/2022
Heavy Plant Replacement Program	Workshop Utility	Project yet to commence. This is a replacement and a corresponding sale of plant will occur. Disposing plant item 2518.	\$ 38,000	\$ 38,000	\$ -	0%	30/06/2023	
PROJECTS FUNDED THROUGH THE STORMWATER/DRAINAGE RESERVE			\$ 429,000	\$ 429,000	\$ 54,400			
Rural Drainage Renewals	Rural Drainage Renewals	Second-hand excavator purchased to assist with off road drain cleaning. Drainage team currently completing the work under flood recovery funding.	\$ 282,471	\$ 282,471	\$ 54,400	20%	30/06/2023	
Urban Drainage Renewals	Urban Drainage Renewals	Project yet to commence.	\$ 146,529	\$ 146,529	\$ -	0%	30/06/2023	
Totals			\$ 19,534,216	\$ 19,534,216	\$ 1,644,533			

CAPITAL WORKS PROGRAM 2022/2023 REVOTES								
			Adopted Budget	Revised Budget	* Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
PROJECTS FUNDED FROM GENERAL FUND			59,763	77,763	-			
Governance: New Website Development	Governance: New Website Development	The updated website went live on 24 October 2022. Community Engagement module continuing.	\$ 47,000	\$ 65,000	\$ -	90%	30/11/2022	
LCSS: Skillion Carport	LCSS: Skillion Carport	Kit set has been delivered. Retaining wall needs to be fixed and a location for the carport determined (3m from building).	\$ 12,763	\$ 12,763	\$ -	30%	30/06/2023	
PROJECTS FUNDED FROM OTHER GRANTS & CONTRIBUTIONS			136,000	136,000	2,606			
Local Roads and Community Infrastructure Grant	3km Donnelly's Resheet	Project will be delivered by local contractor under Tender T20-7.	\$ 136,000	\$ 136,000	\$ 2,606	0%	30/12/2022	
PROJECTS FUNDED FROM THE GLEN INNES AGGREGATES SURPLUS			200,000	74,225	-			
Quarry Development	Wattle Vale establishment	These funds will be used toward internal components of the Wattle Vale quarry project after the external intersection works are completed.	\$ 200,000	\$ 74,225	\$ -	0%	30/06/2023	
PROJECTS FUNDED FROM LRCI PHASE 3			-	593,146	-			
Unsealed Roads Re-sheeting	Ilparran Road	Project not yet commenced. Material sourcing options need to be reviewed.	\$ -	\$ 132,992	\$ -	0%	30/06/2023	
Unsealed Roads Re-sheeting	Jenkins Road	Project not yet commenced. Material sourcing options need to be reviewed.	\$ -	\$ 75,154	\$ -	0%	30/06/2023	
Unsealed Roads Re-sheeting	Ten Mile Road	Project not yet commenced. Gravel and contractor resources to be reviewed.	\$ -	\$ 385,000	\$ -	0%	30/06/2023	
PROJECTS FUNDED THROUGH THE PLANT FUND			409,724	454,373	239,874			
Heavy Plant Replacement Program	4 x 4 Light Rigid Truck	Plant 2121 has been ordered. Delivery expected March 2023. Disposal of 1121 will occur once delivered.	\$ 107,273	\$ 107,273	\$ 93,995	95%	30/03/2023	

CAPITAL WORKS PROGRAM 2022/2023 REVOTES								
			Adopted Budget	Revised Budget	* Project Actual + Committed	Project Percentage Complete	Proposed Completion Date	Actual Completion Date
Heavy Plant Replacement Program	LCSS - Light Vehicle	Complete -Plant 1583 has been delivered. Nil expenditure is due to delay in receiving updated invoice from supplier.	\$ 32,227	\$ 30,444	\$ -	100%		30/07/2022
Heavy Plant Replacement Program	Leaseback Category 3 Vehicle	Complete -Plant no. 1581 has been delivered.	\$ 3,773	\$ 33,866	\$ 33,883	100%		12/08/2022
Heavy Plant Replacement Program	LCSS - Light Vehicle	Complete -Plant 1584 has been delivered. Nil expenditure is due to delay in receiving updated invoice from supplier.	\$ 33,682	\$ 36,815	\$ 36,815	100%		30/10/2022
Heavy Plant Replacement Program	LCSS - Light Vehicle	Complete - Plant 1585 has been delivered. Awaiting updated invoice from Supplier.	\$ 31,455	\$ 30,444	\$ -	100%		30/10/2022
Heavy Plant Replacement Program	4 x 4 Crewcab Chassis	Plant 3508 ordered. Awaiting delivery in early 2023. Expenditure of Plant 3510 entered in this job cost line.	\$ 33,954	\$ 36,986	\$ 44,736	95%		12/08/2022
Heavy Plant Replacement Program	4 x 4 Crewcab Chassis	Complete - Plant no 3510 purchased. Expenditure captured in Job 7072C22.	\$ 34,636	\$ 36,986	\$ -	100%		30/10/2022
Heavy Plant Replacement Program	4 x 4 Crewcab Chassis	Plant Number - 2516 written off for 11,160.25, Purchase price - \$41,000 - . Vehicle has been ordered. Delivery delayed and expected in early 2023.	\$ 26,455	\$ 36,986	\$ -	95%	31/01/2023	
Heavy Plant Replacement Program	LCSS - Light Vehicle	Complete - Plant no 1586 has been delivered. Nil expenditure is due to delay in receiving updated invoice from Supplier.	\$ 27,455	\$ 30,444	\$ -	100%		30/10/2022
Heavy Plant Replacement Program	4 x 4 Single C/C	Budget adjusted in March QBR. Order has been placed delivery delayed until January 2023.	\$ 30,455	\$ 37,314	\$ -	95%	31/01/2023	
Heavy Plant Replacement Program	LCSS - Light Vehicle	Complete - Plant no 1587 delivered. Nil expenditure is due to delay in receiving updated invoice from Supplier. This vehicle diverted to new CFO leaseback and replacement vehicle ordered.	\$ 48,359	\$ 36,815	\$ 30,444	100%		12/01/2022
PROJECTS FUNDED FROM REGIONAL ROADS GRANTS			\$ 138,000	\$ 138,000	\$ -			
Regional Roads REPAIR Program	Emmaville Road segment 180	Project complete.	\$ 138,000	\$ 138,000	\$ -	100%		25/11/2022
			943,487	1,473,507	242,480			



DPE file no:

Item 7.13

Annexure A

Section 3.22 EP&A Act submission

Part A. Council to complete

Subject: Map Error – 1278 Glen Elgin Road Glen Elgin

GLEN INNES SEVERN LEP 2012 (Amendment No 6)

(Insert name of amending LEP)

Report requesting the making of amending local environmental plan under sections 3.22 and 3.36(2).

Background:

Glen Innes Severn Council resolved on (Insert Council resolution date) to amend Glen Innes Severn Local Environmental Plan 2012 and to request that the Minister for Planning make the plan under sections 3.22 and 3.36(2) of the *Environmental Planning and Assessment Act 1979*. (Attach copy of resolution.)

The land to which this amendment applies is Lot 111 DP 1023556, Lot 2 DP 751494, Lot 28 DP 751494, Lot 31 DP 725019 and part of Lot 111 DP 1023556 being known as "Goondooloo" 1278 Glen Elgin Road Glen Elgin.

The draft amending plan is attached.
Refer attached maps. *(Specify area. Attach map if appropriate)*

Why there is a need for the amendment:

The property at 1278 Glen Elgin Road, Glen Elgin is used for extensive agriculture (stock grazing). The Lot Zone Map applicable to the subject land was intended to be zoned RU1 Primary Production to reflect its agricultural land use as the most logical 'conversion' zone from the 1(a) General Rural Zone under the former Severn LEP 2002 (repealed).

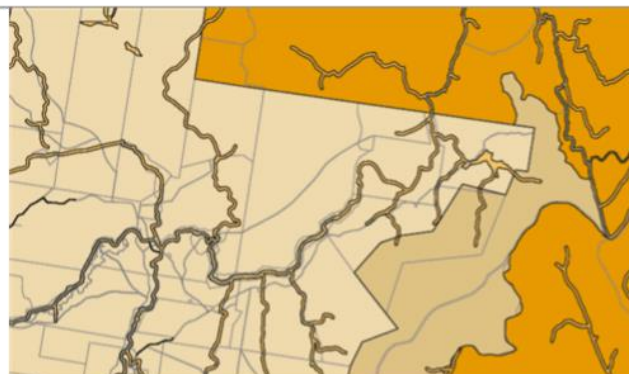
The owners of the subject land, "Goondooloo", met with Council staff early in 2022 and requested that the mapping error be corrected when it became apparent that their property was excluded from certain exempt development functions due to the application of the C3 Environmental Management zone to most of the property.

Council staff reviewed the former Severn LEP mapping and confirmed that, historically, the property was zoned for agricultural land use. Early versions of the draft standard template LEP mapping carried forward the agricultural zoning, however, the exhibited draft LEP mapping showed the property with an E3 Environmental Management zone applied to the forested parts of the property.

The first versions of the LEP Lot Zone mapping prepared for the Standard Instrument Comprehensive LEP for Glen Innes Severn LGA was prepared in August 2011.

Draft mapping of the subject land is shown below:

Section 3.22 EP&A Act submission



Land Zoning Map – Sheet LZN_004
Map extract (pre-exhibition)



Land Zoning Map – Sheet LZN_004
(Exhibition version)

In 2011, the extent of verified land to be zoned for environmental conservation or management purposes was generally limited to land identified in the Roads Vegetation mapping project (Croft 2002) and TSR Conservation Values mapping project (DECCW 2009) located within road reserves and TSRs. This mapping had been ground truthed and was considered to accurately represent land with high conservation value. As indicated on the accompanying maps, the subject land adjoins land mapped as Roadside Vegetation and TSR Conservation Values. It is likely that the GIS polygons applicable to the roadside and TSR vegetation mapping was inadvertently linked to the subject land thus causing the error.

The final draft LEP mapping was outsourced to GIS consultants who prepared the exhibition draft versions of the mapping and the post exhibition versions.

The E3 zone has been applied to part of the property known as 1278 Glen Elgin Road Glen Elgin rather than the small areas of TSR vegetation. This is a mapping error. The landowners were not aware of environmental zoning of their property at the time of the exhibition of the comprehensive LEP and therefore did not make a submission at that time.

The unintended land use and operational consequences of the incorrect environmental zoning are:

1. Extensive agriculture is not permitted in the C3 Environmental Management zone.
2. The C3 zone objectives are not consistent with existing land use (grazing of stock and private forestry).
3. Clearing for boundary fencing under the NSW Rural Fire Service Rural Boundary Clearing Code cannot be carried out.

Section 3.22 EP&A Act submission



**Planning &
Environment**

DPE file no:

Section 3.22 EP&A Act submission

<p>4. Exempt development for farm buildings, stock holding yards, grain silos and bunkers, and the Rural Housing Code does not apply to environmental zoned land.</p> <p>The landowners have requested that Council rectify the error. This is considered to be a reasonable request given that the zone change from rural to environmental was made in error in 2011.</p> <p><i>(Please attach a separate sheet if necessary)</i></p>	
<p>What the amendment does:</p> <p>The amendment involves a map change to the Land Zoning Map – Sheet LZN_004 to amend the land zoning within Lot 111 DP 1023556, Lot 2 DP 751494, Lot 28 DP 751494, Lot 31 DP 725019 and part of Lot 111 DP 1023556 from C3 Environmental Management to RU1 Primary Production.</p> <p><i>(Please attach a separate sheet if necessary)</i></p>	
<p>Why the amending plan is suitable to be made in accordance with section 3.22:</p> <p>The reason for the amending plan is to correct an obvious error in the principal instrument. The amendment needs to be expedited to enable the continued use and maintenance of the land for extensive agriculture.</p> <p><i>(Please attach a separate sheet if necessary)</i></p>	
<p>The council requests that the Minister agree to make draft(Name of amending LEP)</p>	
Signed:	Date:
Name:	Position:
On behalf of: (Name of council)	
<p>Part B. Department of Planning use only</p>	
<p>Date of referral to Gateway: (Insert date)</p>	
<p>Department position:</p> <p>The draft LEP amendment has been considered by the Department and it is satisfied that the amendment can be considered as a minor amendment under section 3.22 (see advice tagged 'A').</p>	
<p>Parliamentary Counsel opinion:</p> <p>The Parliamentary Counsel has provided an opinion indicating that the plan may legally be made (tagged 'B').</p>	
<p>Recommendation:</p>	

Section 3.22 EP&A Act submission

Item 7.13

Annexure A



DPE file no:

Section 3.22 EP&A Act submission

It is recommended that the Minister:

- (a) under sections 3.22 and 3.36(2) of the *Environmental Planning and Assessment Act 1979* make tagged 'B')
(Name of LEP)
- (b) authorise the Department to advise council of the Minister's decision.

Date:

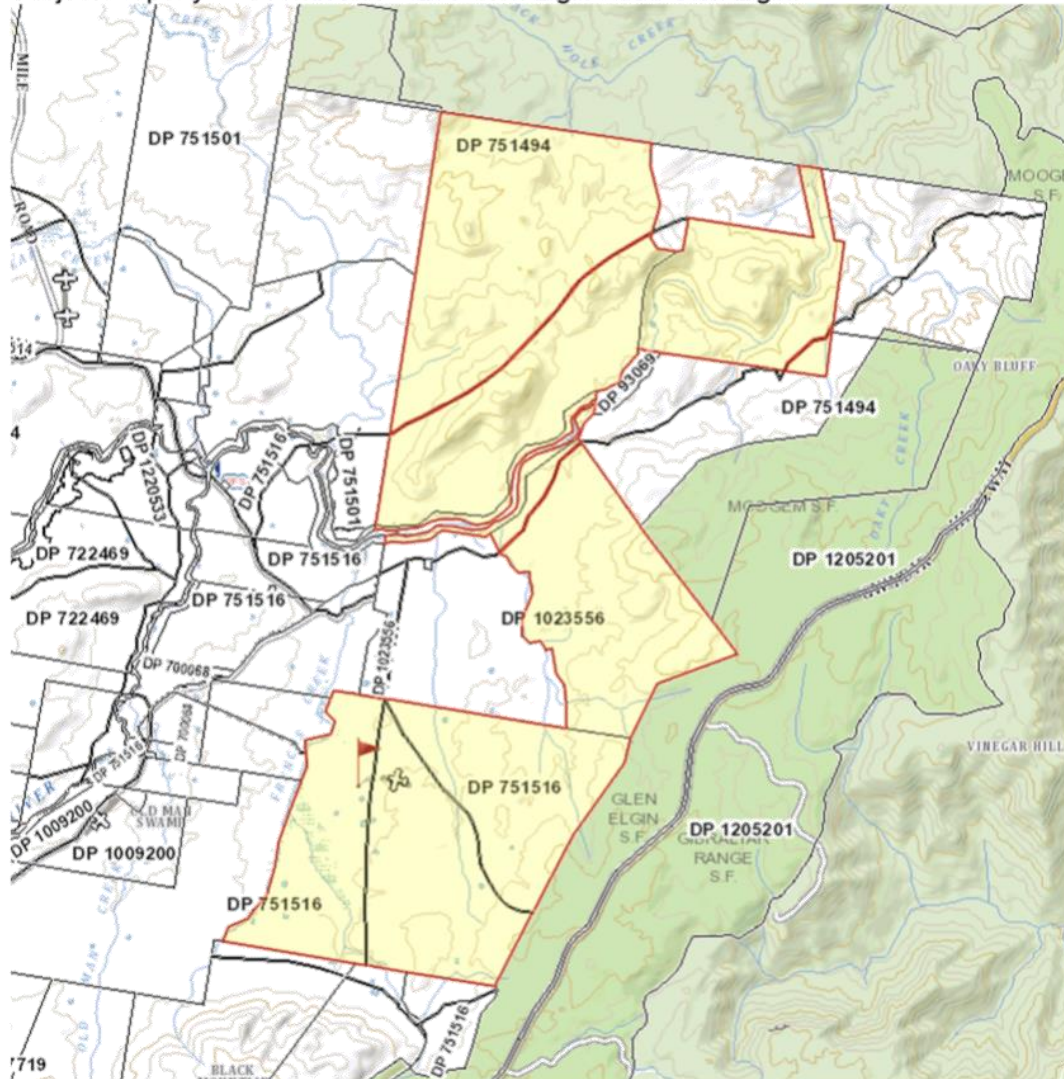
Signed: Name:

Position:
for Secretary

Section 3.22 EP&A Act submission

Section 3.22 EP&A Act submission

Subject Property – “Goondooloo” 1278 Glen Elgin Road Glen Elgin:



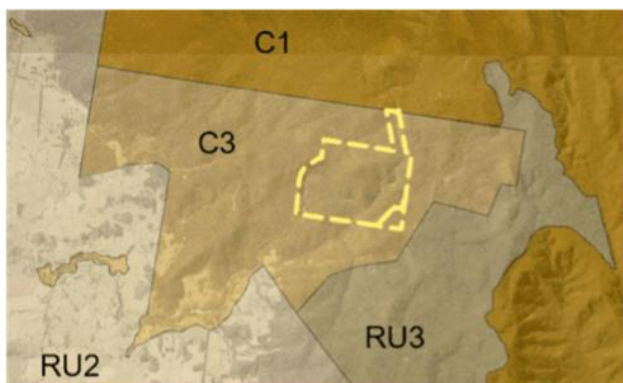
Section 3.22 EP&A Act submission



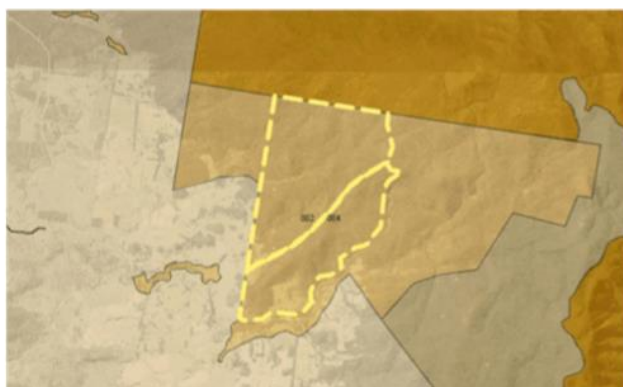
DPE file no:

Section 3.22 EP&A Act submission

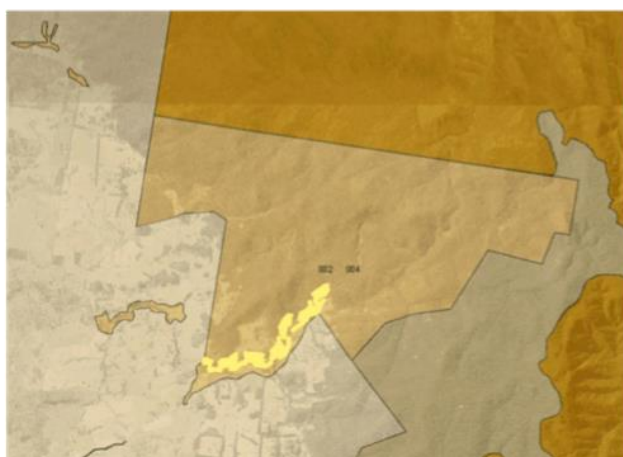
The Subject Land:



Lot 2 DP 751494



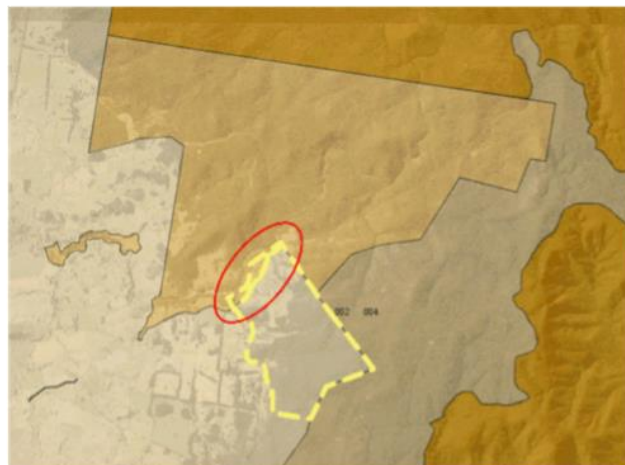
Lot 28 DP 751494



Lot 31 DP 725019

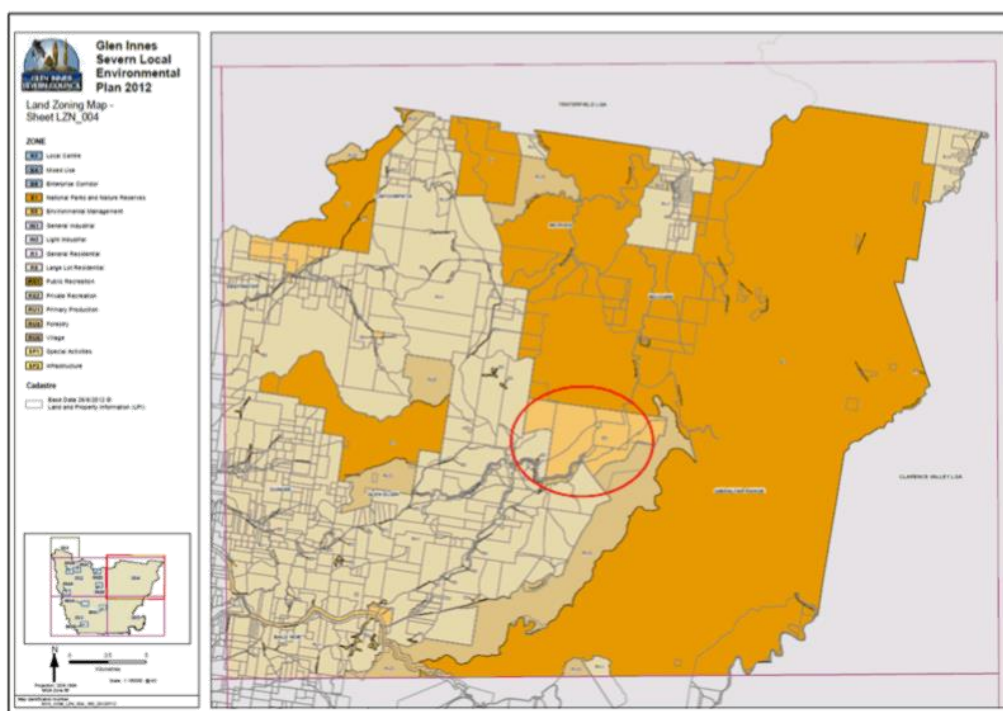
Section 3.22 EP&A Act submission

Section 3.22 EP&A Act submission



Lot 111 DP 1023556 (Part of)

Land Zoning Map – Sheet LZN_004



Section 3.22 EP&A Act submission



DPE file no:

Section 3.22 EP&A Act submission

Attachment:

Map showing TSR Conservation Values and Roadside Vegetation in the vicinity of the subject land.

Section 3.22 EP&A Act submission

Grants and Funding FY 2022/2023 Summary – Up to 30 November 2022

Category	No.	Grant Fund	Name of Grant/Project	Value of Grants Excl GST
Unsuccessful applications	1	Regional Connectivity Program Round Two (2)	Deepwater Fibre to the Premises upgrade. Joint application with NBN Co.	\$2,779,958
			Total unsuccessful applications	\$2,779,958
Applications pending decision	7	Essential Public Asset Reconstruction Works (EPAR) (NSW)	Pinkett Road repair	\$941,899
		Regional NSW Business Case and Strategy Development Fund Round One (1)	Indoor Equine and Livestock Centre	\$106,250
		Regional NSW Business Case and Strategy Development Fund Round One (1)	New England Rail Trail - Operation & Activation Plans	\$478,111
		Stronger Country Communities Round Five (5)	Anzac Park Playground Upgrades, Glen Innes and Emmaville Aquatic Centre Upgrades, Community Services Social Infrastructure Upgrades	\$932,710
		Regional Events Acceleration Fund Round Two (2)	2023 Australian Celtic Festival	\$113,500
		Fixing Local Roads (NSW)	Pothole Repair Round (PRR)	Allocation to be determined by TfNSW
		Mosman Council Community Grant	Youth and Families Building Skills for future Opportunities in Industry or Business.	\$5,000
			Total pending applications	\$2,577,470
Acquittal/ reporting/ variations	11	Various grant streams		Not applicable
Approved applications	3	Reconnecting Regional NSW - Community Events Program	Glen Innes Severn Community Cohesion and Business Assistance Events Program – 11 Events.	\$301,708
		NSW State Library Council - Library Local Priority Grant	Annual grant to support Library projects and budget.	\$88,113
		NSW Planning Portal API Grant	Digital integration of GISC IT systems with the NSW Planning Portal	\$80,000
			Total approved applications	\$469,821

Annexure A

Item 7.14



Where we connect, create, innovate and grow.

SOCIAL MEDIA REPORT




Facebook Insights

Insight Period: 01.11.2022 – 28.11.2022

Total Facebook Posts: 34

Facebook Followers	Facebook Reach	Facebook Engagement	Facebook Paid Ad Reach	Facebook Paid Ad Reach
1027	2761	191	0	0
Comparison to Previous Period	Comparison to Previous Period	Comparison to Previous Period	Comparison to Previous Period	Comparison to Previous Period
+12	-55.1%	-87.3%	-100%	-100%

Top 3 Performing Posts (by reach) Highlands Hub Facebook

Recent content ↑↓	Type	Reach ⓘ ↓	Likes and reactio... ⓘ ↑↓
 Building an Online Business 15 November 21:44	Boost post	901	--
 The Highlands Hub had the pleasu... 8 November 14:37	Post	599	22
 Well done Glen Innes! #gleninneshi... 24 November 14:28	Post	568	34

with IAN MASON, HUMBLE

Building an Online Business

📅 29 November 2022
🕒 2pm- 4pm

29

TODAY FROM 14:00-16:00

Building an Online Business

Online event

Go to link Boost Event

The event hasn't started
Check the event link you provided to ensure that the destination is correct.

Glen Innes Highlands Hub

Published by Steve Newsome · 9 November at 09:27 ·

The Highlands Hub had the pleasure of welcoming participants of the get connected basics #1 - Getting to know your device workshop in the Switched on training room


Hosted by GLENAC and facilitated by IT Service by Brad Watson

If you want to host your workshop in the Glen Innes Highlands reach out today!

📧 info@gleninneshighlandshub.com

🌐 https://gleninneshighlandshub.com/

#regionalsew #workshop #gleninnes #noworkspace #flexwork



See Insights and Ads

Boost post

15 1 comment 4 shares

Glen Innes Highlands Hub

Published by Steve Newsome · 25 November at 09:28 ·

Well done Glen Innes!

#gleninneshighlands is hosting the #WalkOfLight until January 13

"The Walk of Light features six golden installations in the heart of Glen Innes. As the sun goes down each night, mesmerising installations of light will shine bright while creating an unexplainable atmosphere".

Thank you Mr & Mrs Hill Lighting Glen Innes Severn Council & NSW Government

#eventsglen #regionalsew #gleninnes #christmas2022 #countryliving



Comments on the Draft Airport Master plan.

I spent many years as a flight instructor, corporate pilot, and airline pilot in America. I then ran a small flying school at Glen Innes for several years.

Overall, the plan looks good with a few points that council might like to consider. Most of my comments are from an operational experience standpoint.

1:

Runway 10-28 is by far the most favoured runway at GLI. Of the hundreds and hundreds of take-offs and landings that I have done at Glen, 98% of them would have been on 10-28 due to the prevailing wind. If a flight school were to start at Glen, early students would find it vastly easier to learn on 10-28 due to the lack of cross wind. 14-32 almost always has a minor cross wind.

The approach to runway 32 takes larger aircraft straight over town. As does the departure from 14.

I suggest that recovering the full length and sealing 10-28 should be something of a priority. Possibly eclipsing 14-32.

If runways can be cost effectively strengthened, do it.

2:

8.1

The current taxiway is an absolute recipe for disaster. I cannot stress this enough. As a pilot is taxiing out, he needs to check for traffic. The current taxiway essentially intersects 4 runways simultaneously. 14, 32, 10, and 28. So a pilot has to look 4 ways simultaneously. Aircraft on approach are notoriously hard to spot visually and can be moving very fast.

Preparing for take-off is a busy time and distraction levels are high. This is a particular problem for student pilots.

I suggest that the current taxiway be closed and relocated as soon as possible. Particularly if traffic is expected to increase.

In the same vein, if traffic is going to increase, a parallel taxiway will become a major priority. Back-taxiing the full length will delay incoming and out-bound aircraft and cause a tremendous increase in collision risk.

I suggest that taxi-ways be moved up the priority list significantly.

3:

5.2.5 Residential Airpark

I concur that an airpark is a difficult project to do successfully, however, the rewards, if done right, could be huge for the community. We could attract very high net worth people to Glen Innes if we pay attention. I have seen some stunning airparks.

Be sure to protect potential premium airpark hanger/house sites from industrial interference. Possibly a second industrial zone can be opened diagonally across the air field in the SW quadrant, with the proposed NE quadrant development more for Airpark, storage hangers, and services.

A suggestion was recently made that a few short-term hanger/cabins might be an interesting side business. Like caravan park cabins but on an airport and with a hanger or hard-stand tie-downs.

4:

Fuel is a must. Be sure to include PULP (Premium Unleaded Petrol). 100LL avgas is getting very expensive and many light aircraft now use PULP or JetA. (Diesel engines are getting more popular in General Aviation and run on JetA fuel.)

If enough fuel can be sold, we can remove landing fees, which will bring even more traffic. Avoid landing fees if at all possible.

5:

I understand that this is a development plan, not a marketing strategy, but we should keep an eye on marketing as we develop. Getting the ball rolling will be a challenge and require some out-of-the-box thinking and aggressive tactics. Aviation is very expensive with very narrow margins. As such it is very conservative. Moving to Glen Innes needs to be a "no-brainer".

James Gresham

LAND REQUIREMENTS IF UPGRADING RUNWAY 10/28



- 1. Runway:

 - a. Full engineering testing of current base structure required.
 - b. Runway would have to be lengthened by 249m at either end.
 - c. Material would need to be imported to strengthen, shape and seal surface.
 - d. A new runway lights installation would be required.
- 2. Strip and Flyover Area:

 - a. Flyover area must be extended to 280m wide.
 - b. Clairveaux Farm would be set in the flyover area. This land would have to be purchased or leased. No structures permitted from ground level to 4.75m base on a 5% slope from the inner fence in a direction north and south. The shed in the southwest quadrant would need to be removed
 - c. BoM weather station moved.
 - d. Windsock relocated.
 - e. Development of a proposed emergency services dispersal would be restricted.
- 3. Runway End Safe Area:

 - a. Reshaping would be required for 90m either end of the runway to have a 5% slope and be maintained to allow aircraft to run over into this area safely.
- 4. Clearways:

 - a. Tree clearing would be required to a distance of 856m to eliminate all objects penetrating a 1.25% slope from ground level at the runway end.

From: Anna Watt
Sent: Tue, 1 Nov 2022 09:49:04 +1100
To: Jeff Carroll
Cc: Debbie Duffell
Subject: FW: SETTLEMENT of 148 Church Street GLEN INNES NSW 2370
Attachments: CCF_000724_compressed (1).pdf

Good morning Jeff – could you please put into ECM – thank you.

From: Dennis McIntyre <dmcintyre@gisc.nsw.gov.au>
Sent: Tuesday, 1 November 2022 1:41 AM
To: Anna Watt <awatt@gisc.nsw.gov.au>
Subject: Fwd: SETTLEMENT of 148 Church Street GLEN INNES NSW 2370

From: Alister Salvador | NT Conveyancing <Alister@ntconveyancing.com.au>
Sent: Monday, October 31, 2022 5:29:10 AM
To: Dennis McIntyre <dmcintyre@gisc.nsw.gov.au>
Subject: SETTLEMENT of 148 Church Street GLEN INNES NSW 2370

Good Morning Mr McIntyre,

We are happy to confirm that settlement of Council's purchase took place on the 28th October 2022.

We now enclose a copy of the Contract plus supporting documents for your information/records.

Please also find attached a copy of a newly created Title Search, evidencing Council's unencumbered ownership of this property.

The total amount paid to the vendor at settlement (after adjustments and including the deposit) was \$248,415.97.

Additional payments made:

- Pexa online settlement fee \$123.97
- LRS Sydney fee on transfer of title \$154.20
- State Government Stamp Duty \$8,005.00
- Legal fees \$1,567.06

We wish to thank you for your instructions and hope that you were satisfied with our work.

Should you have any questions, please do not hesitate to contact our office.

Kindest Regards

Alistar Salvador

Licensed Conveyancer

Northern Tablelands Conveyancing

0500 2563 - JP 250649

(02) 6721 0600

alistar@ntconveyancing.com.au

www.ntconveyancing.com.au

Suite 1 / 92 Byron Street, Inverell, NSW, 2360 &
103a Dangar Street, Armidale, NSW, 2350



- This email message and any accompanying attachments may contain information that is commercially confidential and/or is subject to legal privilege. If you are not the intended recipient, do not read, use, disseminate, distribute or copy this message or attachments. If you have received this message in error, please notify the sender immediately and delete this message. Before opening any attachments, please check them for viruses and defects.
- Fraud warning: Please be aware that there is a significant risk posed by cyber fraud, specifically relating to email accounts and bank account details. Our bank account details will never change during the course of a transaction, and we will never change our bank details via email. Please check account details with us in person. We will not accept responsibility if you transfer money into an incorrect account.



**LAND
REGISTRY
SERVICES**
NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 2/512765

SEARCH DATE	TIME	EDITION NO	DATE
31/10/2022	10:34 AM	2	28/10/2022

LAND

LOT 2 IN DEPOSITED PLAN 512765
AT GLEN INNES
LOCAL GOVERNMENT AREA GLEN INNES SEVERN
PARISH OF GLEN INNES COUNTY OF GOUGH
TITLE DIAGRAM DP512765

FIRST SCHEDULE

GLEN INNES SEVERN COUNCIL

(T AS587374)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

AS:2022:4084

PRINTED ON 31/10/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 31/10/2022 10:34:37

Document Set ID: 631641
Version: 1 Version Date: 07/11/2022

Item 7.16

Annexure A

SETTLEMENT ADJUSTMENT STATEMENT
--

Essential Energy Sale to Glen Innes Severn Council
Property: 148 Church Street, Glen Innes NSW 2370

Settlement: 28 October 2022
Adjustments as at: 28 October 2022

	Payable by Vendor	Payable by Purchaser
Purchase Price (inc GST)		\$275,000.00
Less Deposit		\$27,500.00
Balance		\$247,500.00
Current Council Rates		\$831.30
For Period 01/10/2022 to 31/12/2022 - 92 days		
\$1,195.00 Adjusted as Paid		
Purchaser allows 64 days		
For period 28/10/2022 to 31/12/2022		
Purchaser allows GST on rates		\$83.13
Purchaser allows credit in water		\$1.54
TOTALS	\$0.00	\$248,415.97
Less Amount Payable by Vendor		\$0.00
Amount due on Settlement		\$248,415.97

Settlement Directions

PEXA	\$123.97
Glen Innes Severn Council - rates	\$2,403.60
At vendor's direction	\$245,888.40
TOTAL:	\$248,415.97



Essential Energy
ABN 37 428 185 226

8 Buller Street, Port Macquarie NSW 2444

TAX INVOICE

17 October 2022

Glen Innes Severn Council
265 Grey Street
Glen Innes NSW 2370

Re: Sale of 148 Church Street, Glen Innes (Lot 2 DP 512765)

Taxable supply re Contract for Sale dated 30 September 2022 \$250,000.00

Plus:

Adjustments for council rates & charges	\$ 831.30
Adjustment for credit in water	\$ 1.54

Plus GST

(a) On consideration	\$25,000.00	
(b) On Council rates	\$ 83.13	\$ 25,083.13

\$275,915.97

PO Box 5730 Port Macquarie NSW 2444 | ABN 37 428 185 226
Telephone: 13 23 91 | Interpreter Services 13 14 50 | essentialenergy.com.au

TRUST ACCOUNT RECEIPT



Velsell PTY LTD (Licence no. 4250326)
Glen Innes Office - 210 Grey Street, Glen Innes, NSW,
2370.....

ABN: 63 530 688 995

Matthew Velcich

Money Received 15/09/2022
Receipt Completed 16/09/2022
Receipt No 493

Received on Behalf Of	Essential Energy
Amount	\$27,500.00
Received From	GISC General Manager
Payment Method	Bank Transfer
Concerning Properties	148 Church Street, GLEN INNES
Reason	Deposit on 148 Church Street, GLEN INNES
Received by	Matthew Velcich

Received by Matthew Velcich



**SECTION 603 CERTIFICATE
LOCAL GOVERNMENT ACT, 1993
ASSESSMENT 00328-00000000-000**

YOUR REFERENCE:
AS:2022:4084
INFO TRACK
GPO BOX 4029
SYDNEY NSW 2001

Certificate No.: JRJ/AD061
Date of Issue: 11/10/2022
Receipt No.: 1646.1012.3

Requested Property: LOT2 DP512765

PROPERTY DETAILS

Assessment No.: 00328-00000000-000
Property Address: 148 CHURCH STREET, GLEN INNES NSW 2370
Real Property Description: L2 DP512765
Land Area: 3048 m²
Valuation Date of Effect: 01/07/2019
Valuation: \$136,000.00
Section Allowances: \$0.00
Rateable Value: \$136,000.00
Current Ownership: ESSENTIAL ENERGY PROPERTY SERVICES DEPARTMENT
PO BOX 5730, PORT MACQUARIE NSW 2444

RATE POSITION 2022/23

Arrears at 30/06/2022

Rates & Charges \$ 0.00

01/07/2022 to 30/06/2023

Levies

Business Glen Innes	\$ 2,895.09
Water Availability – 32mm	\$ 502.00
Business Sewerage Charge - 20mm	\$ 242.00
Business Sewerage Charge - 32mm	\$ 619.00
Waste Charge Glen Innes	\$ 342.00
Waste Management Facility Chg	\$ 76.00
Drainage Charge	\$ 105.00
Total Rates and General Levy	\$ 4,781.09

Payments made since 01/07/2022

Rates & Charges \$ 0.00

Interest since 01/07/2022

Rates & Charges \$ 8.07 to 11/10/2022

*2nd quarter rates
\$ 1,195.00
28/10 to 31/12
64/92 days*

603 Certificate Number JRJ/AD061

Kindly address all correspondence to: The General Manager PO Box 61 Glen Innes NSW 2370
Town Hall Office - 265 Grey St Glen Innes NSW 2370
Phone: (02) 6730 2300 Fax: (02) 6732 3764

Page 1 of 4

Email: council@gisc.nsw.gov.au
Website: www.gisc.nsw.gov.au
ABN: 81 365 002 718



Due dates - Instalment Balances

Interest on Instalment 1	\$ 8.07
1st Instalment – due 31-08-2022	\$ 1,196.09
2nd Instalment – due 30-11-2022	\$ 1,195.00
3rd Instalment – due 28-02-2023	\$ 1,195.00
4th Instalment – due 31-05-2023	\$ 1,195.00

Total Outstanding Rates & Charges \$ 4,789.16

WATER CONSUMPTION**Credit at 30/06/2022**

Water Consumption \$ 1.54 credit

Payments since 01/07/2022

Water Consumption \$ 0.00

Interest since 01/07/2022

Water Consumption \$ 0.00

Total Water Consumption Credit \$ 1.54 credit

Water Readings**Meter MK77409****Opening Reading**

11/05/2022 4140

Closing Reading

11/05/2022 4140

WATER CONSUMPTION

PLEASE NOTE: The amount of water consumption calculated between the Opening and Closing Readings on this notice represents water used at the opening reading for the first billing period for FY2022/23 (the same date). The Special Water Meter Reading figure represents the reading and date for use in the calculation of water consumption since the opening of the current billing period. Water Consumption is charged at \$2.79 per kilolitre of consumption for the first 450 kilolitres. For every kilolitre of water metered over 450 kilolitres, \$4.28 per kilolitre is charged.

Water will be charged to commercial and non-rateable customers by measure of Metered Water consumption and will be charged at a rate of \$2.79 per kilolitre.

603 Certificate Number JRJ/AD061

Page 2 of 4

SPECIAL WATER METER READ		
METER NUMBER	02W405072	
Previous Read	11/05/2022	4140
Final Read – meter removed	20/07/2022	4140
Usage		0 kL
METER NUMBER	21VD00055T	
Initial Read – meter installed	20/07/2022	0000
Current Read	05/10/2022	0000
Usage		0 kL
Water Charge Rate		\$2.79/kL
Total Additional Water Usage Charge		\$ 0.00
Non-Residential Sewer Usage Charge		\$ 0.00
NRSU rate (\$1.28 x 0.95 x 0.2)/kL		
Credit on Water Consumption		\$ 1.54 credit
Total Additional Charge		\$ 1.54 credit

OUTSTANDING NOTICES

Application can be made to Council for a certificate as to whether there are any outstanding notices/orders made by Council on the subject land.

NO POSTPONED RATES

Please Note: There are No Postponed Rates applicable to this property.

BPAY Details

Biller Code 150920
 Rates Reference No 10043719
 Water Reference No 20043717

ASSOCIATED DEBTOR ACCOUNTS

There are no debtor accounts associated with this Assessment.

Council may provide updated oral information concerning this certificate. However, Council accepts no responsibility for the accuracy of that information. Furthermore, no employee of Council is authorised to bind Council by giving such oral information.

Please contact Council's Town Hall Offices on phone number (02) 67302300 or email council@gisc.nsw.gov.au



ANNA WATT
DIRECTOR OF CORPORATE AND COMMUNITY SERVICES

Glen Innes Severn Council acknowledges and pays respect to the Ngoorabul people as the traditional custodians of this land, their elders past, present and emerging and to Torres Strait Islander people and all First Nations people.

603 Certificate Number JRJ/AD061

Page 4 of 4



Revenue

Duties Notice of Assessment

Issue Date 05 Oct 2022
 Enquiries 1300 308 863 (8.30am - 5.00pm)
 Website www.revenue.nsw.gov.au

NORTHERN TABLELANDS CONVEYANCING
 DX Box 6154
 INVERELL

Duties Assessment Number	10506531-001
Total amount payable	\$8,005.00
Due date	03 Jan 2023
Assessment no	1753260916
Your reference	AS:2022:4084
Client ID	119984876

Liable party: Glen Innes Severn Council

Assessment summary

Duty assessed	\$8,005.00
Total amount payable	\$8,005.00

If you do not pay the total amount payable by the due date, then interest will be imposed on any outstanding balance. You can find information on the current rate of interest at www.revenue.nsw.gov.au

The due date for payment of this assessment by return has been set in accordance with your approval under section 37 of the Taxation Administration Act, 1996.

Please see the back of this notice for general information about this assessment and payment methods.

Please refer to the attached statement for detailed information about this assessment.

Scott Johnston

Chief Commissioner of State Revenue

*Paid on the
28th October 2022*

Revenue NSW - Electronic Duties Returns

Do not staple, pin or fold remittance slip



BPay - Internet or phone banking:

Bill Code: 3384 Reference: 1753260916
 Credit card payments are not accepted.



Electronic payments:

BSB no: 032001 Account no: 205573
 Account name: OSR EPS Tax Remitting Account
 Electronic payment code: 1753260916SRX

Client name: NORTHERN TABLELANDS CONVEYANCING

Duties Assessment Number	10506531-001
Due date	03 Jan 2023
Total Amount Payable	\$8,005.00



Revenue NSW Contact Details



For more information and services on duties
www.revenue.nsw.gov.au



1300 308 863*



All written correspondence to:
GPO Box 4042,
Sydney NSW 2001
or
DX 456 Sydney

* Interstate clients please call (02) 7808 6900.
Help in community languages is available.

General information

What happens if you fail to pay by the due date?

If you do not pay by the due date, interest will be charged on any overdue amount, even if you are lodging an objection.

How to lodge an objection to your assessment?

You have the right to object, however you will need to lodge a separate objection for each assessment you disagree with. Your objection must comply with all the following criteria, it must:

1. Be lodged with this office no later than 60 days from the date of your assessment;
2. Quote your Duties Assessment Number;
3. State the grounds of your objection in full;
4. Be lodged in writing.

If your objection is successful we will pay interest on any refund of tax. For more information on lodging your objection please phone 1300 139 814*

Investigations and audits

Revenue NSW regularly conducts investigations to ensure taxpayers pay the correct amount of tax or duty. You can find more information on Revenue NSW's investigations activity in the Directions for using Electronic Duties Returns.

What records do you need to keep?

An approved person must retain records to ensure that the correct tax has been assessed and paid to Revenue NSW for a period of five years as set out in Part 8 Section 53 of the *Taxation Administration Act 1996*.

Voluntary disclosure

If you think you may have understated your liability, you may make a confidential voluntary disclosure at any time by calling Revenue NSW's Compliance line on 1800 806 592

Cheque payments

Revenue NSW only accepts personal/company cheques on Duties transactions for amounts up to \$600

Make sure cheques are payable to the Commissioner of State Revenue and cross 'Not Negotiable'

Read more about Revenue NSW Cheque Acceptance Policy for Duties at
www.revenue.nsw.gov.au

Refunds

Note: Any refund due will be issued electronically.

OTHER WAYS TO PAY



In person - take this remittance slip and payment to an Revenue NSW office.
Go to www.revenue.nsw.gov.au for a listing of office locations.



Revenue

Duties Statement

Duties Assessment Number	10506531-001
Client name	NORTHERN TABLELANDS CONVEYANCING
Your reference	AS:2022:4084
Lodgement date	05 Oct 2022

Transaction Details

Document type	Agreement for sale of land
Execution date	30 Sep 2022
Dutiable amount	\$275,000.00
Duty assessed	\$8,005.00
Liable party names(s)	Glen Innes Severn Council (ABN 81365002718)
Property ID(s)	D512765/2
Exemption type	
Related Duties Assessment Number	
Transfer Item Type	1 x 18(2)

Stamping details

Duties Assessment Number		10506531-001
Document		\$7,985.00
No of duplicates	x1	\$10.00
No of transfers	x1	\$10.00

Assessment details: TS on Agreement for sale of land

This duty statement is a summary of the transaction submitted to the Revenue NSW through Electronic Duties Return. This duty statement confirms that the transaction has been assessed by the Revenue NSW.

Scott Johnston

Chief Commissioner of State Revenue

CSP ref: 81429403 - 05-10-2022 - 12:43:45

Document Set ID: 631641

Version: 1 Version Date: 07/11/2022

Item 7.16

Annexure A



Revenue

Enquiry ID 3801764
 Agent ID 81429403
 Issue Date 13 Oct 2022
 Correspondence ID 1753602281
 Your reference 210289

INFOTRACK PTY LIMITED
 GPO Box 4029
 SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D512765/2	148 CHURCH ST GLEN INNES 2370	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston
 Chief Commissioner of State Revenue

Revenue NSW
 GPO Box 4042, Sydney NSW 2001 | DX 456 Sydney
 T 02 7808 6900 | revenue.nsw.gov.au

Document Set ID: 631641
 Version: 1 Version Date: 07/11/2022

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Source Account Deposit Form


 BSB 12 146 077 792
 Property Exchange Australia Ltd

Date form generated

Day

13

Month

October

Year

2022

This form should be used to support the deposit of funds into the PEXA Source Account, in order to provide Purchaser's Equity for an electronic settlement in PEXA.

Subscriber Details

Subscriber Name

NORTHERN TABLELANDS CONVEYANCING

Subscriber Workspace Reference

AS:2022:4084

Settlement and Deposit Details

SETTLEMENT DETAILS

Scheduled Settlement Date

28 October 2022

Deposit Due Date

25 October 2022

Purchaser's Equity Amount

\$258,266.20

DEPOSIT DETAILS

PEXA only accepts electronic payments into the PEXA Source Account. No Cheques or Cash. Refer to Deposit Help on page 2.

PEXA Account BSB

033867

PEXA Account Number

868256201

Deposit Reference

PEXA228682562S01F

ADDITIONAL DEPOSIT DETAILS (IF REQUIRED)

Financial Institution

Westpac

BSB Name

Property Exchange Australia Ltd

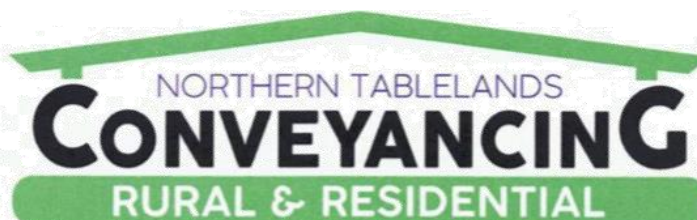
BSB Address

 Lvl 35, 525 Collins St, Melbourne
 VIC 3000 Australia

SWIFT Code

WPACAU2S

1/92 Byron Street
Inverell NSW 2360
+
103A Dangar Street
Armidale NSW 2350
DX 6154 INVERELL



Phone:
(02) 6721 0600

Web:
www.ntconveyancing.com.au

Email:
admin@ntconveyancing.com.au

The General Manager
Glen Innes Severn Council
265 Grey Street
Glen Innes NSW 2370

TAX INVOICE

*Paid on the
28th October 2022
w/10 money thanks
JWC*

RE: YOUR PURCHASE FROM ESSENTIAL ENERGY
PROPERTY: 148 CHURCH, GLEN INNES

Professional Costs

To our professional costs for acting in relation to your purchase of the above property, discussing the contract with you, liaising with the vendor's solicitor, liaising with you, arranging for the payment of Stamp Duty with the Office of State Revenue, ordering all post exchange enquiries, arranging for settlement and accounting to you:

PROFESSIONAL FEE	\$ 1,100.00
GST	\$ 110.00
TOTAL	\$ 1,210.00

Disbursements

603 Certificate rates enquiry – Glen Innes Severn Council	\$ 133.36
Special Water Meter Reading – Glen Innes Severn Council	\$ 118.55
Online Stamping (Stamp Duty payment) – Office of State Revenue	\$ 10.86
Final Search and ownership confirmation search (post settlement) – Info Track Pty Ltd	\$ 48.00
Agent's search Fee – Info Track Pty Ltd	\$ 43.40
Miscellaneous Sundries item (phone, fax, Exp / DX Postage, postage, photocopy)	\$ 55.00
GST	\$ 40.02
TOTAL	\$ 440.19
INVOICE TOTAL	\$ 1,650.19

Yours faithfully
NORTHERN TABLELANDS CONVEYANCING

Alister Salvador
13th October 2022

Licensed Conveyancer
License No. 05002563



AS & LA Salvador Pty Ltd. ACN: 616 172 831 ATF Salvador Family Trust
Trading As: Northern Tablelands Conveyancing

Member of the Conveyancing Institute of Australia NSW Division

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Country Wide Property 210 Grey Street, Glen Innes, NSW 2370 Australia	Phone: (02) 6732 3635 Ref: Matthew Veilich
co-agent		NSW Treasury Client No: 119984876 Duty: \$7,985.00 Trans No: 10506531-001 Asst details: TS
vendor	Essential Energy ABN 37 428 185 226 8 Buller Street, Port Macquarie, NSW 2444	Phone: (02) 6586 2646 Email: mark@stockslawyers.com.au Fax: (02) 6586 2600 Ref: MWS:JD:210289
vendor's solicitor	Mark Stocks Lawyers Level 1, 94 William Street, Port Macquarie NSW 2444 PO Box 2440, Port Macquarie NSW 2444	
date for completion land (address, plan details and title reference)	28th day after the contract date 148 Church Street, Glen Innes, New South Wales 2370 Registered Plan: Lot 2 Plan DP 512765 Folio Identifier 2/512765	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Depot including offices, workshops, hardstand, strongroom, amenities and power house	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	Glen Innes Severn Council ABN 81 365 002 718 265 Grey Street, Glen Innes, NSW 2370 Australia
purchaser's solicitor	Northern Tablelands Conveyancing 106 Byron Street, Inverell, NSW 2360 DX 6154 INVERELL NSW Phone: (02) 6721 0600 Email: Alister@ntconveyancing.com.au Ref: Alister Salvador
price	\$275,000.00
deposit	\$27,500.00
balance	\$247,500.00
(10% of the price, unless otherwise stated)	
contract date	30 September 2022 (if not stated, the date this contract was made)
buyer's agent	

SEE ANNEXURE AA

vendor

GST AMOUNT (optional)

The price includes
GST of: \$25,000.00

witness

SEE ANNEXURE AA

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Document Set ID: 631641
Version: 1 Version Date: 07/11/2022

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Country Wide Property 210 Grey Street, Glen Innes, NSW 2370 Australia	Phone: (02) 6732 3635 Ref: Matthew Velcich
co-agent		
vendor	Essential Energy ABN 37 428 185 226 8 Buller Street, Port Macquarie, NSW 2444	
vendor's solicitor	Mark Stocks Lawyers Level 1, 94 William Street, Port Macquarie NSW 2444 PO Box 2440, Port Macquarie NSW 2444	Phone: (02) 6586 2646 Email: mark@stockslawyers.com.au Fax: (02) 6586 2600 Ref: MWS:JD:210289
date for completion land (address, plan details and title reference)	28th day after the contract date 148 Church Street, Glen Innes, New South Wales 2370 Registered Plan: Lot 2 Plan DP 512765 Folio Identifier 2/512765	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Depot including offices, workshops, hardstand, strongroom, amenities and power house	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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exclusions	
purchaser	Glen Innes Severn Council ABN 81 365 002 718 265 Grey Street, Glen Innes, NSW 2370 Australia
purchaser's solicitor	Northern Tablelands Conveyancing 106 Byron Street, Inverell, NSW 2360 DX 6154 INVERELL NSW Phone: (02) 6721 0600 Email: Allister@ntconveyancing.com.au Ref: Allister Salvador
price	\$275,000.00
deposit	\$27,500.00
balance	\$247,500.00
(10% of the price, unless otherwise stated)	
contract date	30 SEPTEMBER 2022
(if not stated, the date this contract was made)	

buyer's agent

SEE ANNEXURE AA

vendor

GST AMOUNT (optional)

The price includes
GST of: \$25,000.00

witness

SEE ANNEXURE AA

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Alister Salvador | NT Conveyancing

From: Jacque Dalrymple <jacque@stockslawyers.com.au>
Sent: Friday, 30 September 2022 1:26 PM
To: Alister Salvador | NT Conveyancing
Subject: Essential Energy Sale to Glen Innes Severn Council | 148 Church Street, Glen Innes
Attachments: Exchanged contract - V executed.pdf; Exchanged contract - P executed.pdf; May 2015 - Glen Innes DSI.pdf

Dear Alister

ESSENTIAL ENERGY SALE TO GLEN INNES SEVERN COUNCIL
PROPERTY: 148 CHURCH STREET, GLEN INNES NSW 2370
Your ref: Alister Salvador
Our ref: MWS:JD:210289

We advise that contracts in this matter were exchanged and dated today.

We now enclose both the vendor and purchaser executed and dated contracts.

Title particulars are as contained in the contract.

We shall shortly invite you to PEXA for completion on 28 October 2022.

Yours faithfully

Jacque Dalrymple | Licensed Conveyancer | JP
Mark Stocks Lawyers | Level 1, 94 William Street, Port Macquarie NSW 2444
PO Box 2440, Port Macquarie NSW 2444
t: (02) 6586 2667 | f: (02) 6586 2600
e: jacque@stockslawyers.com.au



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Contract for the sale and purchase of land 2019 edition

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co-agent		
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vendor's solicitor	Mark Stocks Lawyers Level 1, 94 William Street, Port Macquarie NSW 2444 PO Box 2440, Port Macquarie NSW 2444	Phone: (02) 6586 2646 Email: mark@stockslawyers.com.au Fax: (02) 6586 2600 Ref: MWS:JD:210289
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attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	Glen Innes Severn Council ABN 81 365 002 718 265 Grey Street, Glen Innes, NSW 2370 Australia
purchaser's solicitor	Northern Tablelands Conveyancing 106 Byron Street, Inverell, NSW 2360 DX 6154 INVERELL NSW Phone: (02) 6721 0600 Email: Alister@ntconveyancing.com.au Ref: Alister Salvadori
price	\$275,000.00
deposit	\$27,500.00
balance	\$247,500.00
contract date	(if not stated, the date this contract was made)

buyer's agent

SEE ANNEXURE AA

vendor

GST AMOUNT (optional)
The price includes
GST of: \$25,000.00

witness

SEE ANNEXURE AA

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Annexure AA to Contract for the sale and purchase of land

Vendor: Essential Energy ABN 37 428 185 226

Purchaser: Glen Innes Severn Council ABN 81 365 002 718

Signed for and on behalf of **Essential Energy**)
by its attorney, pursuant to Power of Attorney)
Registered Book No. and the)
attorney declares that the attorney has not)
received notice of the revocation of such Power)
of Attorney in the presence of:)

Signature of witness

Signature of attorney

Name of witness

Name and title of attorney

Address of witness

The Common Seal of **Glen Innes Severn Council**
was hereunto affixed to this day of 2022
in pursuance of Resolution Number /
of Council passed on the day of 2022
and attested to by:

Robert Bruce Banham
Mayor

Dennis Hugh McIntyre
Interim General Manager

210289

2

Land – 2019 Edition

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to the off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

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Document Set ID: 631641
Version: 1 Version Date: 07/11/2022

Annexure AA to Contract for the sale and purchase of land

Vendor: Essential Energy ABN 37 428 185 226

Purchaser: Glen Innes Severn Council ABN 81 365 002 718

Signed for and on behalf of **Essential Energy**)
by its attorney, pursuant to Power of Attorney)
Registered Book No. and the)
attorney declares that the attorney has not)
received notice of the revocation of such Power)
of Attorney in the presence of:)

Signature of witness

Signature of attorney

Name of witness

Name and title of attorney

Address of witness

The Common Seal of **Glen Innes Severn Council**
was hereunto affixed to this day of 2022
in pursuance of Resolution Number /
of Council passed on the day of 2022
and attested to by:

.....
Robert Bruce Banham
Mayor

.....
Dennis Hugh McIntyre
Interim General Manager

210289

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's solicitor (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - within 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - within 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - within a reasonable time.
- 6 Error or misdescription**
- 6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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- 7 Claims by purchaser**
Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1** the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2** if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2** If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete, and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
 14.2 The *parties* must make any necessary adjustment on completion.
 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
 • **Vendor**
 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

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- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the parties must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to *rescind*, the party can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to *rescind* expressly given by this contract or any legislation –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

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20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the *title*.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a planning agreement.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) within 7 days after the contract date.
- 27.3 The vendor must apply for consent within 7 days after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind within 7 days after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 within 30 days after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a planning agreement; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
- 28.3 If the plan is not registered within that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and

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- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

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- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
 - 30.8.3 invite any discharging mortgagee to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the property.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the property to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the parties' *Conveyancing Transaction*;

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is <i>Electronically Tradeable</i> as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Special conditions

Death or incapacity

1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein:
 - (a) should either party (or if a party consists of more than one person or entity, should any one or more of them) prior to completion die or become mentally ill then either party may rescind the within Contract by notice in writing forwarded to the other party's solicitor and thereupon the within Contract shall be at an end and the provisions of clause 19 hereof shall apply; or
 - (b) should the Purchaser (or any one of them if there be more than one Purchaser) prior to completion be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or should any official manager be appointed then the Vendor may terminate this Contract by serving a notice and the provisions of clause 9 hereof shall apply.

Present state of repair

2. The Purchaser acknowledges that they are purchasing the property:
 - (a) in its present condition and state of repair;
 - (b) subject to all defects latent and patent;
 - (c) subject to any infestations and dilapidation;
 - (d) subject to all existing or non-existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - (e) subject to any non-compliance that is disclosed herein with the *Local Government Act* or any Ordinance under that Act in respect of any building on the land

and cannot make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this Contract or seek to delay completion in respect of any matter referred to in this condition.

Agent

3. The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency (if any) nominated as the "vendor's agent" in this Contract) and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach of this warranty to the intent that all damages costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. The provisions of this special condition shall not merge on completion.

No reliance

4. The Purchaser acknowledges that he has in entering into this Contract, not relied upon any statement, representation, warranty or condition made or given by the Vendor or anyone on his behalf in respect of the subject matter of this Contract other than those that are expressly herein contained.

Water and sewerage adjustment

5. The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

Authority to amend

6. Each party authorises its solicitor, conveyancer or any employee of that solicitor or conveyancer, up until the date of this Contract, to make alterations to this Contract including the addition of annexures. Any such alterations shall be binding upon the party deemed to have authorised such alterations or additions and any annexures shall form part of this Contract as if it was annexed prior to the Contract being executed.

Attached documents

7. The Purchaser acknowledges that attached to the Contract is the Glen Innes Field Service Centre Supplementary Detailed Site Investigation report dated May 2015 prepared by GHD in relation to the property (**Site Report**). The Purchaser confirms that, prior to entering into this Contract, it received and reviewed the Site Report and is satisfied in relation to all matters raised in that document.

The Vendor does not warrant the completeness, accuracy or content of any matter disclosed in the Site Report and the Purchaser cannot raise any requisition, objection, claim for compensation or seek to rescind, terminate or delay completion of the Contract in regard to any matter disclosed in the Site Report.

Electronic exchange

8. The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the Vendor or Purchaser which are facsimile, photocopy or any other form of electronic signature. The parties agree that they shall not make any requisition, objection, claim for compensation or delay completion due to the manner of execution of this Contract as at the exchange date.

Notice to complete

9. For the purposes of clause 15 the parties agree that a period of 14 days from the date of the Notice to Complete shall be a reasonable period of notice to complete and the time fixed for completion in the Notice to Complete shall be of the essence.

Further, where the Purchaser defaults under the Contract and a Notice to Complete is issued, the Purchaser will be required to pay to the Vendor on settlement the sum of \$330.00 (including GST) to cover the legal costs of the Vendor incurred by the Vendor due to the delay by the Purchaser. The Purchaser agrees to make an adjustment to the Vendor on completion.

Delay interest

10. Should completion not be effected by the completion date referred to herein, other than due to default on the part of the Vendor, then without prejudice to any other rights accruing to the Vendor hereunder, the Purchaser shall pay interest on the purchase price at the rate of 10% per annum and calculated from the date set for completion hereof until and including the actual date of completion.

Error in adjustments

11. Each party agrees that if, on completion, any adjustment made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.

Requisitions on Title

12. The Purchaser acknowledge and agree that the only form of general requisitions on title to be made pursuant to clause 5 by the Purchaser in respect to the land hereby sold shall be in the form of the Requisitions on Title as annexed and marked 'A'.

No warranty as to use

13. The Purchaser acknowledges that the Vendor does not in any way warrant:

- (a) the use to which the property may be put;
- (b) compliance with any statutory requirement; and
- (c) fitness for any purpose of any improvement on the land,

and the Purchaser is satisfied as to the requirements of all responsible authorities in relation to the property and the improvements upon it for any and all purposes and the Purchaser may not raise any requisition, objection or claim for compensation nor seek to delay completion on account of the matters set out in this special condition. Clauses 11, 12.1 and 12.2 in the Contract are also hereby deleted.

Contamination

14. (a) Subject to s54A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2010* (NSW), the property and the services to the property, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent and patent and the Vendor is not required to make any alteration or repair to them.
- (b) The Vendor makes no warranty to the Purchaser about the existence or otherwise of any Contamination on the property or on any adjoining property and the Purchaser has relied on its own enquiries as to the existence or the presence of any Contamination.
- (c) To the maximum extent permitted by law, the Purchaser releases the Vendor from all claims, demands, suits, judgments, costs and agrees not to make any claim or take any Action in respect of any Contamination affecting the property or any

breach or non-compliance by the Vendor of any Environmental Law affecting the property.

(d) The Purchaser agrees that from completion it will comply with any work order, notice or order issued by any authority requiring the Vendor or the Purchaser to remove, remediate or clean up any Contamination affecting or emanating from the property.

(e) In this clause:

- (i) **Action** means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.
- (ii) **Contaminant** means a solid, liquid, gas, odour, temperature, sound, vibration or radiation of substance that makes or may make the land:
 - (A) unfit or unsafe for habitation or occupation by humans or animals;
 - (B) degraded in its capacity to support plant life;
 - (C) otherwise environmentally degraded; or
 - (D) not comply with any Environmental Law.
- (iii) **Contamination** means the presence of any Contaminant which any authority has or may require the removal of or in respect of which any restoration, rehabilitation or remediation has or may be required.
- (iv) **Environment** has the same meaning under the Protection of the Environment Administration Act 1991.
- (v) **Environmental Law** means any law, regulation, ordinance or directive in connection with the Environment.

Limited title

15. Printed clause 25 is deleted from the Contract.

A

COMMERCIAL REQUISITIONS ON TITLE

Vendor: Essential Energy
 Purchaser:
 Property: 148 Church Street, Glen Innes
 Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?
 If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994*?
5. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)?
6. If any tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise, except those to which the sale is expressly made subject.
8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11. Are any fixtures, fittings or chattels included in the sale subject to any hire purchase agreement, bill of sale, chattel mortgage or other charge? If so, details must be given and any indebtedness discharged prior to completion or Title transferred unencumbered to the vendor prior to completion.
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.

Rates and taxes

13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.

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14. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?
If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
15. **Building, fencing, etc**
Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
16. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
17.
 - (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and schemes been complied with?
 - (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
 - (c) Has the vendor a Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) Has there been any building work on the property to which provisions of the *Home Building Act 1989* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
18. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* or are there circumstances which would give rise to a notice or application under that Act in respect of the property. If the answer is yes, please provide full details.
19. Are the improvements affected or have they been previously affected by:
 - (a) termite infestation, treatment or repair?
 - (b) flooding or dampness of areas below ground levels?
 - (c) functional problems with equipment such as air conditioning, roofs or inclimators, pool equipment, building management and security systems?
20. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
21. Is there any development approval consent to use the property which is not disclosed in the Contract?
22. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
23. If the answer to any of Requisitions 19 to 22 is yes, please provide full details.
24. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Local Council, the Sydney Water Corporation or any other authority concerning any development on the property?
25.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 25(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
26. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.
27. **Use and enjoyment of the property**
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to user other than those disclosed in the Contract?
 - (b) Have the covenants and restrictions disclosed in the Contract been complied with?
28. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any building line fixed by the Local Council affecting the land?
 - (d) any judgment, order, decree or execution against the vendor or the property?
 - (e) any suit current, pending or proposed in respect of the property?
 - (f) any latent defects in the property?
29. Has the vendor any notice or knowledge that the property is affected by any of the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice, order or proposed order requiring work to be done or money to be spent on the property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.

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- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
- (g) any charge or liability including liability for restoration of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
- 30. If the answer to any of Requisitions 29(a) to (g) is yes, please:
 - (a) provide full details;
 - (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (c) provide full details regarding the extent of any non-compliance.
- 31.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
 - (c) Do any service connections for any other property pass through the property?
- 32. Has asbestos, fibreglass or other material injurious to health been used in the construction of the property? If the answer is yes, please provide full details.
- 33. Is the property required for the purpose of paying a fine or satisfying an order for compensation?
- 34. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Warranties and service contracts**
- 35. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
- 36. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.
- Zoning**
- 37. Is the vendor aware of the property being subject to any existing or proposed planning scheme or other restriction on user not disclosed in the Contract? If the answer is yes, please provide full details.
- Capacity**
- 38. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
- 39. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
- 40. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 41. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
- 42. The purchaser reserves the right to make further requisitions prior to completion.
- 43. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.
- Completion**
- 44. Please confirm that on completion you will hand to us:
 - (a) a discharge of any mortgage and withdrawal of any caveat;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor;
 - (d) the vendor's copies of all leases;
 - (e) all keys in the possession of the vendor;
 - (f) original of any Building Certificate;
 - (g) original of any Survey Report;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
 - (j) notices of attornment;
 - (k) any security deposits or bank guarantees pursuant to any of the leases; and
 - (l) tax invoice.

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**LAND
REGISTRY
SERVICES**

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/512765

SEARCH DATE	TIME	EDITION NO	DATE
24/11/2021	12:57 PM	1	12/1/2006

LAND

LOT 2 IN DEPOSITED PLAN 512765
AT GLEN INNES
LOCAL GOVERNMENT AREA GLEN INNES SEVERN
PARISH OF GLEN INNES COUNTY OF GOUGH
TITLE DIAGRAM DP512765

FIRST SCHEDULE

ESSENTIAL ENERGY

(R AG951853)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

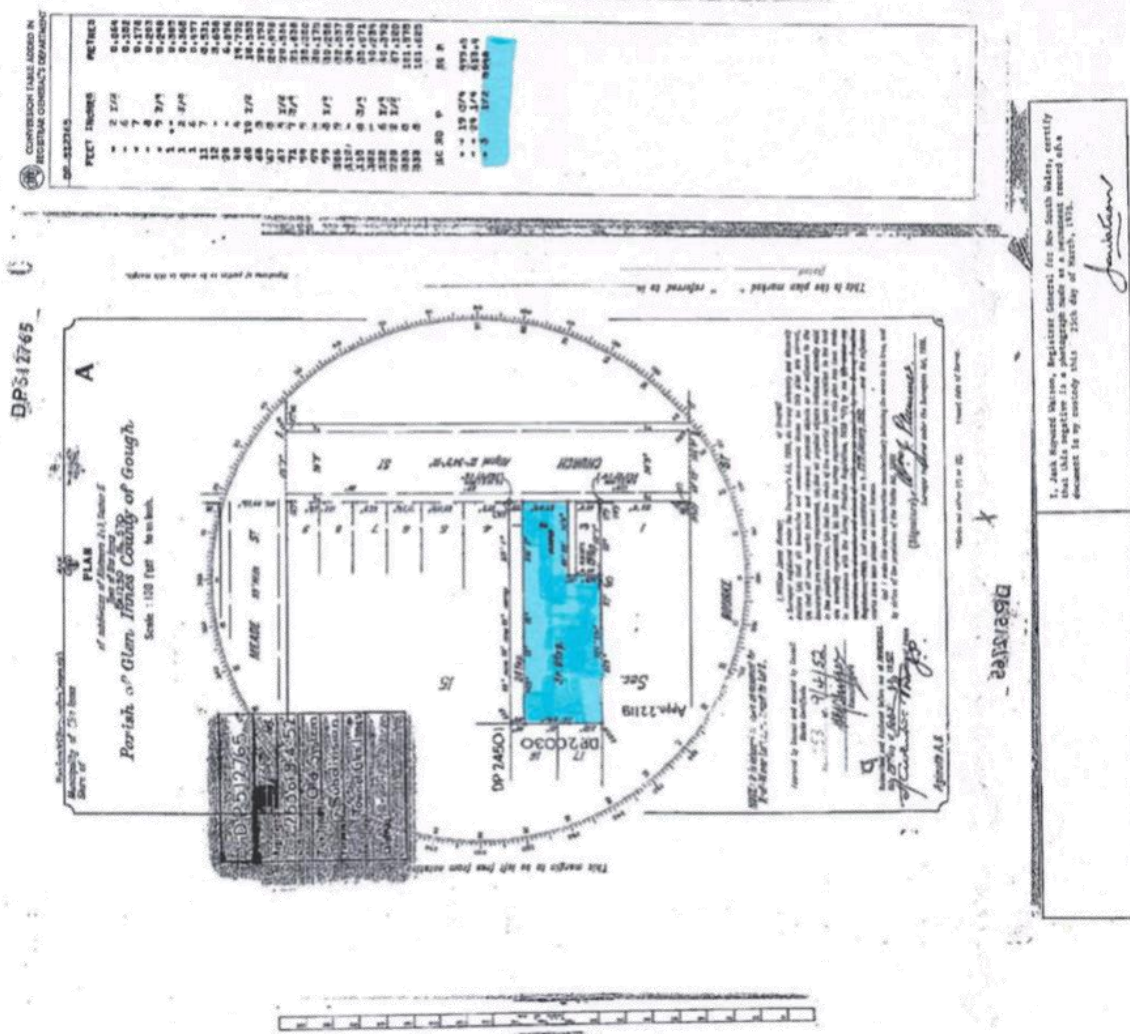
210289

PRINTED ON 24/11/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 24/11/2021 12:57:31





GLEN INNES SEVERN COUNCIL

PO Box 61, Glen Innes, 2370

Ph: 02 6730 2350

PLANNING CERTIFICATE			
Issued under Section 10.7(2) of the <i>Environmental Planning and Assessment Act 1979, as amended</i>			
APPLICANT DETAILS		CERTIFICATE DETAILS	
Info Track Email: ecertificates@infotrack.com.au		Certificate Number:	201/21-22
		Certificate Date:	29 November 2021
PROPERTY DETAILS		Your Reference:	210289
Property Details:	148 Church Street, Glen Innes, NSW.	Fee:	\$53.00
Legal Description:	Lot 2 DP512765. Parish Glen Innes.	Receipt Number:	137048
1 Names of relevant planning instruments and DCPs			
(1) <i>The name of each environmental planning instrument that applies to the carrying out of development on the land.</i>			
Glen Innes Severn Local Environmental Plan 2012 – Gazetted 14 September 2012. For a list of all State Environmental Planning Policies applicable to this land refer to Annexure 1.			
(2) <i>The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</i>			
There are no current draft planning proposals for the Glen Innes Severn local government area.			
(3) <i>The name of each development control plan that applies to the carrying out of development on the land.</i>			
Glen Innes Severn Development Control Plan 2014.			
Please Note: A full copy of the Glen Innes Severn Development Control Plan 2014 is available from Council, or alternatively is available from Council's website – www.gisc.nsw.gov.au .			
(4) <i>In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</i>			
There are no current draft planning proposals for the Glen Innes Severn local government area.			

Page 1 of 14

Glen Innes Severn Council Planning Certificate

2 Zoning and land use under relevant LEPs

For each local environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

Current Zone under Glen Innes Severn Local Environmental Plan 2012:

Zone B2 Local Centre
Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

Environmental protection works; Flood mitigation works; Home-based child care; Home occupations; Water reticulation systems.

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4.

(d) the purposes for which the instrument provides that development is prohibited within the zone,

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dwelling houses; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Group homes; Heavy industrial storage establishments; Helipads; Highway service centres; Hostels; Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation areas; Recreation facilities (outdoor); Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities.

(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

The development standards applying to minimum lot size are listed in the *Glen Innes Severn Local Environmental Plan 2012*. Clause 4.1 – Minimum subdivision lot size applies to any land shown on the Lot Size Map.

The land to which this certificate applies is not shown on the Lot Size Map, therefore there is no fixed minimum lot size.

(f) whether the land includes or comprises critical habitat,

No, however the property may be affected by other threatened species matters. Separate enquiries should be made to Heritage NSW.

(g) whether the land is in a conservation area (however described),

No

Glen Innes Severn Council Planning Certificate

(h) whether an item of environmental heritage (however described) is situated on the land.

Yes – This land has been shown on the Heritage Map and is listed in Schedule 5 under the *Glen Innes Severn Local Environmental Plan 2012* as being an item of environmental heritage. Item No: 1053

Please Note: A full copy of the *Glen Innes Severn Local Environmental Plan 2012* (as amended) is available from Council, or alternatively is available from the NSW Government's legislation website –

<http://www.legislation.nsw.gov.au/> or Council's web site – www.gisc.nsw.gov.au

Applicants should refer to the *Glen Innes Severn Local Environmental Plan 2012* and the *Glen Innes Severn Development Control Plan 2008* for further details of local development controls applicable to the property.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the SEPP), or
- (b) A *Precinct Plan* (within the meaning of the 2006 SEPP), or
- (c) A proposed *Precinct Plan* that is or has been the subject of community consultation or on public exhibition under the Act,

The particulars referred to in clause 2(a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to part 3 of the 2006 SEPP, or the *Precinct Plan* or proposed *Precinct Plan*, as the case requires).

Not applicable to this property.

3 Complying development

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of that Policy of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) If complying development may not be carried out on that land because of the provisions of clauses 1.17A (c) and (d) and 1.19 of that Policy, the reasons why it may not be carried out under that clause.

The State Environmental Planning Policy (Exempt and Complying Development Codes) Clause 1.17A and Clause 1.19 Considerations

Complying development under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, may not be carried out on the land as the land is subject to one or more of the following categories as identified in either clause 1.17A or 1.19 of that Policy:

Clause 1.17A

- 1. Development that requires concurrence, or
- 2. Land that is critical habitat, or
- Land that is or is part of a wilderness area (identified under the *Wilderness Act 1987*, or,
- 3. Land that comprises, or on which there is, an item of environmental heritage that:
 - (i) is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under the *Heritage Act 1977*, or
 - (ii) is an item of environmental heritage in an environmental planning instrument, or
- 4. Land within an Environmentally Sensitive Area, being one or more of the following:
 - a) the coastal waters of the State,
 - b) a coastal lake,
 - c) land to which *State Environmental Planning Policy No 14—Coastal Wetlands* or *State Environmental Planning Policy No 26—Littoral Rainforests* applies,
 - d) land reserved as an aquatic reserve under the *Fisheries Management Act 1994* or as a marine park under the *Marine Parks Act 1997*,
 - e) land within a wetland of international significance declared under the Ramsar Convention on Wetlands or within a World Heritage Area declared under the World Heritage Convention,
 - f) land within 100m of land to which paragraph (c), (d) or (e) applies,

Glen Innes Severn Council Planning Certificate

- g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance,
- h) land reserved under the National Parks and Wildlife Act 1974 or land to which Part 11 of that Act applies,
- i) land reserved or dedicated under the Crown Lands Act 1989 for the preservation of flora, fauna, geological formations or for other environmental protection purposes,
- j) land identified as being critical habitat under the Threatened Species Conservation Act 1995 or Part 7A of the Fisheries Management Act 1994.

Clause 1.19

- 9. Land that comprises, or on which there is, a draft heritage item.
- 10. If only a part of a lot is land to which this clause applies, complying development must not be carried out on any part of the lot, except for development under the Rural Housing Code which allows complying development to be carried out on the part of the lot to which this clause does not apply.

General Housing Code

Complying development under the General Housing Code **may not** be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

Complying development under the Rural Housing Code **may not** be carried out on the land as the land is not in a specified zone RU1, RU3 and R5.

Housing Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Commercial and Industrial Code

Complying development under the General Commercial and Industrial Code **may not** be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Commercial and Industrial (New building and Additions) Code

Complying development under the Commercial and Industrial (New building and additions) Code **may not** be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

Complying development under the Subdivisions Code **may not** be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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Demolition Code

Complying development under the Demolition Code may not be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code

Complying development under the Fire Safety Code may not be carried out on the land as the land is affected by specific land exemptions as identified in clause 1.17A and Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

4 Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Public Works.

Not Applicable to this property.

4A Certain information relating to beaches and coasts

- (1) *Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.*
- (2)
 - (a) *whether the council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of the Act) have been placed on the land (or on public land adjacent to that land), and*
 - (b) *if works have been so placed – whether council is satisfied that the works have been removed and the land restored in accordance with that Act.*
- (3) *Such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which council has been notified pursuant to those regulations.*

Not Applicable to this property.

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 196B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

Not Applicable to this property.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

No

Glen Innes Severn Council Planning Certificate

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993, or

For information please consult with the Roads and Maritime Services and / or your title deeds.

(b) any environmental planning instrument, or

No.

(c) any resolution of the council.

No.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(a) adopted by the council, or

No.

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council.

No.

7A Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

No.

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9 Contributions plans

The name of each contributions plan applying to the land.

Glen Innes Severn Section 94A Contributions Plan.

Please Note: For further details please see Council's website – www.gisc.nsw.gov.au.

9A Biodiversity certified land

If the land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995 relates.

No.

10 Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of an agreement by the Director-General of Heritage NSW).

No.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land is not identified in the certified Bush Fire Prone Land map for the Glen Innes Severn area.

12 Property vegetation plans

If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

Council has not been notified that this land is affected by a property vegetation plan under the Native Vegetation Act 2003.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No.

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14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No such direction applies to the land.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) *a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
 - (i) *the period for which the certificate is current, and*
 - (ii) *that a copy may be obtained from the head office of the Department of Planning & Infrastructure, and*
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

Not applicable to this property.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department of Planning & Infrastructure.*

Not applicable to this property.

17 Site compatibility certificates for conditions for affordable rental housing

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department of Planning & Infrastructure.*

Council is not aware of a site compatibility certificate for affordable rental housing being applicable to this property.

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- (2) *A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

Not applicable to this property.

18 Paper Subdivision Information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*

Not applicable to this property.

- (2) *The date of any subdivision order that applies to the land.*

Not applicable to this property.

- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation*

Not applicable to this property.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

- (b) the date on which the certificate ceases to be current (if any), and

- (c) That a copy may be obtained from the head office of the Department.

Council is not aware of a site verification certificate being applicable to this property.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council is not aware of any residential premises applicable to this property being listed on the register.

21 Affected building notices and building product rectification orders

- (1) *A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land*

Council is not aware of any affected building notice applicable to this property being listed on the register.

Glen Innes Severn Council Planning Certificate

(2) **A statement of:**

- (a) *Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*
- (b) *Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding*

(3) **In this clause:**

Affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#)

Building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#)

- (a) Council is not aware of any building product rectification order that is in force in respect of the land and that has not been fully complied with.
- (b) Council is not aware of any notice of intention to make a building rectification order in respect of the land and that is outstanding.

Glen Innes Severn Council Planning Certificate

ADDITIONAL MATTERS TO BE SPECIFIED IN PLANNING CERTIFICATE

*Additional matters are pursuant to Schedule 4 of the
Environmental Planning And Assessment Regulation 2000, as amended*

Contaminated Land Management Act 1997

The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*

Not Applicable

- (b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

Not Applicable

- (c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,*

Not Applicable

- (d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*

Not Applicable

- (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

Not Applicable

Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009

Section 26 of this Act provides that advice about any exemption under section 23 or authorisation under section 24 of that Act is to be included in this certificate, if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

Not Applicable to this Property



Kathleen Taminiau
Town Planner
Date: 29 November 2021

Glen Innes Severn Council Planning Certificate

ANNEXURE 1

STATE ENVIRONMENTAL PLANNING POLICIES APPLICABLE AT DATE OF ISSUE OF THIS CERTIFICATE

(INFORMATION IS PROVIDED TO EXTENT THAT COUNCIL HAS BEEN NOTIFIED BY THE NSW DEPARTMENT OF PLANNING & INFRASTRUCTURE)

SEPP (Affordable Rental Housing) 2009

The aims of this Policy are as follows—

- (a) to provide a consistent planning regime for the provision of affordable rental housing,
- (b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards,
- (c) to facilitate the retention and mitigate the loss of existing affordable rental housing,
- (d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing,
- (e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing,
- (f) to support local business centres by providing affordable rental housing for workers close to places of work,
- (g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.

SEPP Building Sustainability Index: BASIX 2004

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004*.

SEPP (Exempt and Complying Development Codes) 2008

This policy commences from 27 February 2009. It aims to provide streamlined assessment processes for development that complies with specified development standards by:

- (a) providing exempt and complying development codes that have State-wide application, and
- (b) identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent, and
- (c) identifying, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the *Environmental Planning and Assessment Act 1979*, and
- (d) enabling the progressive extension of the types of development in this Policy, and
- (e) providing transitional arrangements for the introduction of the State-wide codes, including the amendment of other environmental planning instruments.

SEPP (Housing for Seniors or People with a Disability) 2004

Aims to increase the supply and choice of housing for older people or people with a disability. Such housing is permitted, with council consent, wherever houses, flats, hospitals or certain 'special uses' are permitted in or adjoining urban areas, except for some environmentally sensitive lands. The policy contains development standards and matters a council and the Department of Planning & Infrastructure must consider when determining development applications. For example, future residents must have reasonable access to services they require, taking into account convenience, affordability and the type and scale of housing. Relevant Government Circulars should be read in conjunction with this Policy.

Glen Innes Severn Council Planning Certificate

SEPP (Infrastructure) 2007

Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

SEPP Koala Habitat Protection 2020

Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. The Policy establish appropriate planning controls to encourage ecologically sustainable development.

SEPP No. 21 – Caravan Parks

The aim of this Policy is to encourage—

- (a) the orderly and economic use and development of land used or intended to be used as a caravan park catering exclusively or predominantly for short-term residents (such as tourists) or for long-term residents, or catering for both, and
- (b) the proper management and development of land so used, for the purpose of promoting the social and economic welfare of the community, and
- (c) the provision of community facilities for land so used, and
- (d) the protection of the environment of, and in the vicinity of, land so used.

SEPP No. 33 - Hazardous and Offensive Development

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 36 - Manufactured Home Estates

Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

SEPP No. 55 - Remediation of Land

Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

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SEPP No. 64 - Advertising and Signage

Aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising. The policy responds to growing concerns from the community, the advertising industry and local government that existing controls and guidelines were not effective. SEPP No. 64 offers the comprehensive provisions and consistent approach needed. SEPP 64 – Advertising and Signage: Explanatory Information should be read in conjunction with the policy.

SEPP No. 65 – Design Quality of Residential Flat Development

This SEPP highlights 10 design quality principles to guide architects designing residential flats and to assist councils in assessing these developments. The principles relate to key design issues such as:

- the context for design – the locality and streetscape
- scale, form and density of the building
- measures to achieve resource, energy and water efficiency
- landscape design to create useful outdoor spaces for residents
- safety and security, including ensuring public areas are safe, visible and well lit at night.

Aims to improve the design quality of flats of three or more storeys with four or more dwellings. The policy sets out a series of design principles for local councils or other consent authorities to consider when assessing development proposals for flats. It also creates a role for special design review panels and registered architects in the design and approval.

SEPP No. 70 Affordable Housing (Revised Schemes)

This Policy:

- (a) identifies that there is a need for affordable housing across the whole of the State, and
- (b) describes the kinds of households for which affordable housing may be provided, and
- (c) makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing.

SEPP (Primary Production and Rural Development) 2019

The aims of this Policy are as follows—

- (a) to facilitate the orderly economic use and development of lands for primary production,
- (b) to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources,
- (c) to identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land, having regard to social, economic and environmental considerations,
- (d) to simplify the regulatory process for smaller-scale low risk artificial waterbodies, and routine maintenance of artificial water supply or drainage, in irrigation areas and districts, and for routine and emergency work in irrigation areas and districts,
- (e) to encourage sustainable agriculture, including sustainable aquaculture,
- (f) to require consideration of the effects of all proposed development in the State on oyster aquaculture,
- (g) to identify aquaculture that is to be treated as designated development using a well-defined and concise development assessment regime based on environment risks associated with site and operational factors.

SEPP (State and Regional Development) 2011

The aims of this Policy are as follows—

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to identify development that is regionally significant development.

SCHEDULE OF DRAFT STATE ENVIRONMENTAL PLANNING POLICIES OF WHICH COUNCIL HAS BEEN MADE AWARE AT DATE OF ISSUE OF CERTIFICATE

Please Note: The NSW Department of Planning & Infrastructure has issued Circular PS 08-01 to Councils on 13 November 2008. From 1 March 2009, Councils are directed not to consider draft environmental planning instruments that were exhibited prior to 1 March 2006 and not yet gazetted for the purpose of assessing development applications under Section 79C(a)(ii) of the Environmental Planning and Assessment Act 1979.

Nil Current



GLEN INNES SEVERN COUNCIL
PO Box 61, Glen Innes, 2370
Ph: 02 6730 2350

SECTION 10.7(5) CERTIFICATE

Information supplied pursuant to s149(5) of the
Environmental Planning And Assessment Act 1979, as amended

APPLICANT DETAILS		CERTIFICATE DETAILS	
Info Track Email: ecertificates@infotrack.com.au		Certificate Number:	201/21-22
		Certificate Date:	29 November 2021
PROPERTY DETAILS		Your Reference:	210289
Property Details:	148 Church Street, Glen Innes, NSW.	Fee:	\$80
Legal Description:	Lot 2 DP512765. Parish Glen Innes.	Receipt Number:	137048

- (a) Has development consent under the Environmental Planning and Assessment Act 1979, as amended been issued for a use of the land within the past five years? If so, what conditions of consent apply?

No

- (b) Is the land affected by a Tree Preservation Order?

No

The above information has been taken from Council's records but Council cannot accept responsibility for any omission or inaccuracy.

Please Note:

- Prospective purchasers should consult their legal advisers concerning any easements or restrictions on the title of the property.
- Council does not incur any liability in respect of advice provided in good faith pursuant to s149(5) in accordance with s149(6) of the Environmental Planning and Assessment Act 1979, as amended.
- Information on any outstanding notices or orders pertaining to this property can be obtained through a Certificate available from Council pursuant to s121ZP of the Environmental Planning and Assessment Act 1979 and s735A of the Local Government Act 1993.

Kathleen Taminiau
Town Planner
Date: 29 November 2021

Form D.

MUNICIPALITY OF GLEN INNES

PLAN OF HOUSE DRAINAGE

For *M. North West County Council*
 Situation of Property *Church St*

Drainage Plan No. *1079*
 Detail Plan No. *23*
 FEES *12/*

Scale: 40 ft. to 1 inch.

REFERENCE:

D.T. .. Disconnector Trap	I.J. .. Inspection Junction	S.V.P. .. Soil Vent Pipe
G.D.T. .. Gully Disconnector Trap	I.V.P. .. Induct Vent Pipe	C.I.P. .. Cast Iron Pipe
I.B. .. Inspection Bend	I.V.P. .. Induct Vent Pipe	G.T. .. Gully Trap
I.P. .. Inspection Pipe	V.P. .. Vent Pipe	W.C. .. Water Closet
B.T. .. Boundary Trap	K.S. .. Kitchen Sink	B.W. .. Bath Waste

THIS PLAN IS THE PROPERTY OF THE OWNER AND MUST BE RETURNED TO HIM ON COMPLETION OF THE WORK.

Rain or Surface Water must not be discharged into the Sewers.
 All Drainage and Plumbing Work must be carried out strictly in accordance with the provisions of the Local Government Act and Ordinances and Requirements of the Council.
 No alteration to Drainage to be made unless previous consent is given.
 All Drainage Work to be tested before covering in.

Junction *95' 6"* feet from *D.S.M.H.* approx. depth *3* feet
 On the satisfactory completion of the work a Certificate will be issued by the Council.

CHURCH ST

Inspections

W. Blanton
 Sewerage Inspector.
21. 5. 1962

Form D. **MUNICIPALITY OF GLEN INNES**
PLAN OF HOUSE DRAINAGE *See Plan 117*

For M. Municipality of Glen Innes Drainage Plan No. 118
 Situation of Property Power House Detail Plan No. 23

Scale: 40 ft. to 1 inch. FEES _____

REFERENCE:

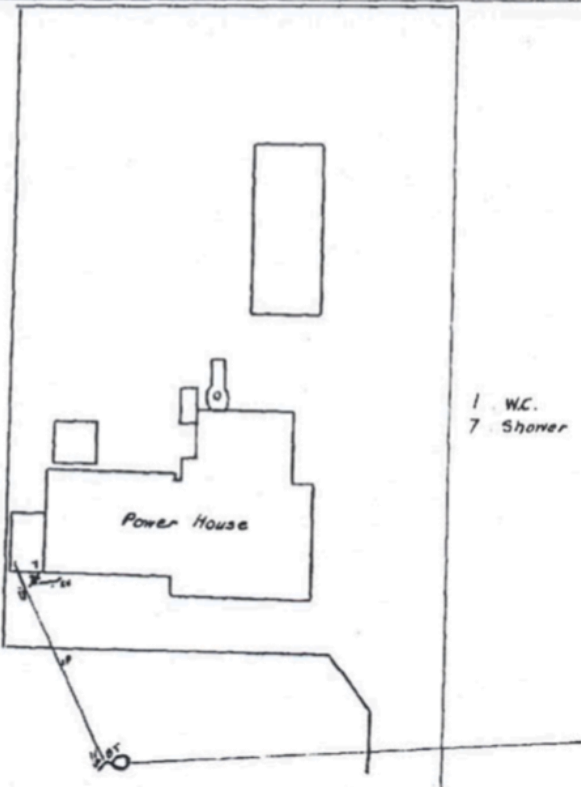
D.T. .. Disconnector Trap	I.J. .. Inspection Junction	S.V.P. .. Soil Vent Pipe
G.D.T. .. Gully Disconnector Trap	I.V.P. .. Induct Vent Pipe	C.I.P. .. Cast Iron Pipe
I.B. .. Inspection Bend	E.V.P. .. Educt Vent Pipe	G.T. .. Grease Trap
I.P. .. Inspection Pipe	V.P. .. Vent Pipe	W.C. .. Water Closet
B.T. .. Boundary Trap	K.S. .. Kitchen Sink	B.W. .. Bath Waste

THIS PLAN IS THE PROPERTY OF THE OWNER AND MUST BE RETURNED TO HIM ON COMPLETION OF THE WORK.

Rain or Surface Water must not be discharged into the Sewers.
 All Drainage and Plumbing Work must be carried out strictly in accordance with the provisions of the Local Government Act and Ordinances and Requirements of the Council.
 No alteration to Drainage to be made unless previous consent is given.
 All Drainage Work to be tested before covering in.

Junction 4 feet from D. S. M. H. approx. depth 3 feet 0

On the satisfactory completion of the work a Certificate will be issued by the Council.



1 W.C.
7 Shower

Power House

Inspections _____

_____ Sewerage Inspector.

4. 10. 1937

Form D.

MUNICIPALITY OF GLEN INNES

PLAN OF HOUSE DRAINAGE

For N. GLEN INNES COUNCIL Drainage Plan No. 116, 117, 118
 Situation of Property CHURCH S Detail Plan No. 23
 Scale: 40 ft. to 1 inch. FEES 15/-

REFERENCE :		
D.T. .. Disconnector Trap G.D.T. .. Gully Disconnector Trap L.B. .. Inspection Bend I.P. .. Inspection Pipe B.T. .. Boundary Trap	I.J. .. Inspection Junction I.V.P. .. Induct Vent Pipe E.V.P. .. Educt Vent Pipe V.P. .. Vent Pipe K.S. .. Kitchen Sink	S.V.P. .. Soil Vent Pipe C.I.P. .. Cast Iron Pipe G.T. .. Grease Trap W.C. .. Water Closet B.W. .. Bath Waste

THIS PLAN IS THE PROPERTY OF THE OWNER AND MUST BE RETURNED TO HIM ON COMPLETION OF THE WORK.

Rain or Surface Water must not be discharged into the Sewers.
 All Drainage and Plumbing Work must be carried out strictly in accordance with the provisions of the Local Government Act and Ordinances and Requirements of the Council.
 No alteration to Drainage to be made unless previous consent is given.
 All Drainage Work to be tested before covering in.

Junction 95' 6" ; 4' feet from downstream M.H. approx. depth 3 feet
 On the satisfactory completion of the work a Certificate will be issued by the Council.

Inspections _____

Sewerage Inspector.

 19__

Program:	Drinking Water Monitoring Program	Report Type:	Results Summary Report
AHS:	All	Entered Date Range:	-
PHU:	All	Barcode:	All
Water Utility:	All	Analysis Type:	All
Supply System:	Glen Innes GI01	Characteristics:	All
Town:	All	Treatment Type:	All
Treatment Plant:	All	Collected Date Range:	01-11-2022 - 29-11-2022
Source:	All		
Sample Site:	All		

Sample Count: 5

Analysis Type	Characteristic	Guideline Value	Units	Mean	Median	Standard Deviation	Min	Max	Sample Count	Exception Count	95th Percentile	5th Percentile	% meeting guideline values
Chemistry													
	Aluminium	0.2000	mg/L	0.0200	0.0200	0.0000	0.02	0.02	1	0	0.02	0.02	100.00
	Antimony	0.0030	mg/L	0.0001	0.0001	0.0000	0.00005	0.00005	1	0	0.00005	0.00005	100.00
	Arsenic	0.0100	mg/L	0.0005	0.0005	0.0000	0.0005	0.0005	1	0	0.0005	0.0005	100.00
	Barium	2.0000	mg/L	0.0093	0.0093	0.0000	0.0093	0.0093	1	0	0.0093	0.0093	100.00
	Boron	4.0000	mg/L	0.0066	0.0066	0.0000	0.0066	0.0066	1	0	0.0066	0.0066	100.00
	Cadmium	0.0020	mg/L	0.0001	0.0001	0.0000	0.00005	0.00005	1	0	0.00005	0.00005	100.00
	Calcium	10000.0000	mg/L	30.4000	30.4000	0.0000	30.4	30.4	1	0	30.4	30.4	100.00
	Chloride	250.0000	mg/L	14.0000	14.0000	0.0000	14	14	1	0	14	14	100.00
	Chromium	0.0500	mg/L	0.0010	0.0010	0.0000	0.001	0.001	1	0	0.001	0.001	100.00

Analysis Type	Characteristic	Guideline Value	Units	Mean	Median	Standard Deviation	Min	Max	Sample Count	Exception Count	95th Percentile	5th Percentile	% meeting guideline values
Chemistry	Copper	2.0000	mg/L	0.0020	0.0020	0.0000	0.002	0.002	1	0	0.002	0.002	100.00
	Fluoride	1.5000	mg/L	0.0500	0.0500	0.0000	0.05	0.05	1	0	0.05	0.05	100.00
	Iodine	0.5000	mg/L	0.0100	0.0100	0.0000	0.01	0.01	1	0	0.01	0.01	100.00
	Iron	0.3000	mg/L	0.0300	0.0300	0.0000	0.03	0.03	1	0	0.03	0.03	100.00
	Lead	0.0100	mg/L	0.0002	0.0002	0.0000	0.0002	0.0002	1	0	0.0002	0.0002	100.00
	Magnesium	10000.0000	mg/L	17.4800	17.4800	0.0000	17.48	17.48	1	0	17.48	17.48	100.00
	Manganese	0.5000	mg/L	0.0089	0.0089	0.0000	0.0089	0.0089	1	0	0.0089	0.0089	100.00
	Mercury	0.0010	mg/L	0.0004	0.0004	0.0000	0.0004	0.0004	1	0	0.0004	0.0004	100.00
	Molybdenum	0.0500	mg/L	0.0007	0.0007	0.0000	0.0007	0.0007	1	0	0.0007	0.0007	100.00
	Nickel	0.0200	mg/L	0.0029	0.0029	0.0000	0.0029	0.0029	1	0	0.0029	0.0029	100.00
	Nitrate	50.0000	mg/L	0.5000	0.5000	0.0000	0.5	0.5	1	0	0.5	0.5	100.00
	Nitrite	3.0000	mg/L	0.0500	0.0500	0.0000	0.05	0.05	1	0	0.05	0.05	100.00
	pH	6.5 - 8.5		7.9000	7.9000	0.0000	7.9	7.9	1	0	7.9	7.9	100.00
	Selenium	0.0100	mg/L	0.0035	0.0035	0.0000	0.0035	0.0035	1	0	0.0035	0.0035	100.00
	Silver	0.1000	mg/L	0.0001	0.0001	0.0000	0.0001	0.0001	1	0	0.0001	0.0001	100.00
	Sodium	180.0000	mg/L	35.0000	35.0000	0.0000	35	35	1	0	35	35	100.00
	Sulfate	500.0000	mg/L	63.0000	63.0000	0.0000	63	63	1	0	63	63	100.00
	Total Dissolved Solids (TDS)	10000.0000	mg/L	195.0000	195.0000	0.0000	195	195	1	0	195	195	100.00
	Total Hardness as CaCO3	10000.0000	mg/L	147.9000	147.9000	0.0000	147.9	147.9	1	0	147.9	147.9	100.00
	True Colour	15.0000	Hazen Units (HU)	0.5000	0.5000	0.0000	0.5	0.5	1	0	0.5	0.5	100.00
	Turbidity	5.0000	NTU	0.6000	0.6000	0.0000	0.6	0.6	1	0	0.6	0.6	100.00
	Uranium	0.0170	mg/L	0.0001	0.0001	0.0000	0.00005	0.00005	1	0	0.00005	0.00005	100.00
	Zinc	3.0000	mg/L	0.0200	0.0200	0.0000	0.02	0.02	1	0	0.02	0.02	100.00

Analysis Type	Characteristic	Guideline Value	Units	Mean	Median	Standard Deviation	Min	Max	Sample Count	Exception Count	95th Percentile	5th Percentile	% meeting guideline values
Microbiology													
	E. coli	0.0000	mpn/100 mL	0.0000	0.0000	0.0000	0	0	4	0	0	0	100.00
	Free Chlorine	0.2 - 5	mg/L	1.7450	1.8450	0.3849	1.2	2.09	4	0	2.09	1.2	100.00
	pH	6.5 - 8.5		7.8675	7.8900	0.1053	7.72	7.97	4	0	7.97	7.72	100.00
	Temperature	30.0000	C	17.9250	17.6000	1.5564	16.5	20	4	0	20	16.5	100.00
	Total Coliforms	0.0000	mpn/100 mL	0.0000	0.0000	0.0000	0	0	4	0	0	0	100.00
	Turbidity	5.0000	NTU	0.5267	0.5500	0.3127	0.203	0.827	3	0	0.827	0.203	100.00



Aboriginal Consultative Committee
MINUTES OF ORDINARY MEETING
HELD ON: 24 October 2022

1. **OPEN / WELCOME TO COUNTRY:** 2:14pm Anna Watt Opened meeting; A Welcome to Country was given by Philip Winzer.
2. **PRESENT:** Anna Watt (Director of Corporate and Community Services GISC), Candy Lockwood (Coordinator Direct Support Team GISC) on behalf of Anthony Williams (Manager of Community Services GISC), Teniah Villiers (Cooramah Aboriginal Corporation) – arrived 2:56pm, Philip Winzer (Local Aboriginal Lands Council), Councillor Carol Sparks (Councillor – GISC), Elena Weatherall (Family & Youth Support Services), Rosemary Curtis (Aboriginal Elder & Pathfinders) and Kerrie McIntosh (GISC, minutes).
3. **APOLOGIES:** Robert Banham (Mayor) (Chairperson), Troy Arandale (Deputy Mayor), Inspector James Parsons (New England PD), Julia Morgillo (Aboriginal Community representative), Kerry Faiers (Community), Anthony Williams (Manager of Community Services GISC), Debbie McCowen (Armajun), Paige Keating-Ware and Candice Connors (NDIS).
4. **MINUTES OF THE PREVIOUS MEETING:** 22 August 2022 minutes
Moved – Councillor Carol Sparks, seconded – Philip Winzer.

Item No.	Item	Action
5	BUSINESS ARISING:	
	<p>6.1 <u>Correspondence</u> - (action arising 22/08/2022)</p> <p>Extra Notation: Julia Morgillo expressed that after the Consultative Committee meeting held 27 June 2022 that Council put up a draft housing policy, it was mentioned that it could have been an agenda item at the Community Committee meeting. Phil mentioned it was put on facebook and submissions would be open but there was no link or date to make a submission, and housing and development applications was something that he wanted to have a conversation about.</p> <p><i>Response Anthony Williams – Once adopted by Council the policies are in place for 3 years or until they are updated. All policies are available to view online. Policy documents are for the whole community with Strategic Plans and other Strategy documents being on public display for 30 days prior to official adoption to allow time for community feedback. Tony further commented that if there were particular things of importance like Phil said it would be good to highlight them for discussion.</i></p> <p>Recommendation: Council needs to recognise key or large stakeholders. Aboriginal Consultative Committee have many key stakeholders and need to be across policies such as housing policy.</p> <p>Action: Tony to review how community consultation works and advise the process for community groups to offer input.</p>	<p>Carry over to February 2023 meeting.</p> <p>Action: Tony to review how community consultation works and advise the process for community groups to offer input.</p>
	<p>7.9 <u>Glen Innes Police</u> - (action arising 22/08/2022)</p> <p>Inspector James Parsons was in attendance and spoke of the recent police activity in the LGA. NSW Police provided escorts to the NAIDOC march on 6 July which was great despite the</p>	

Item No.	Item	Action
	<p>weather and planning is underway in rostering staff for NAIDOC celebrations and hoping to have sign-off in providing 2 x police officers for 4-6 hours on each of the 3 days to show appropriate support for this event. It was noted that tradition dictates that the police are to cook the BBQ for these days but noted it is only the Friday so James will try and attend the event on the Friday.</p> <p>Action: Question posed: What would the Committee like James to report on for these meetings noting police matters are confidential.</p> <p>Responses: Phil Winzer (LALC) – prevention and updates on what police are doing to engage with youth and early intervention? What are you looking at in these spaces?</p> <p>James spoke of staff movements at Glen Innes, Emmaville, Tenterfield, and Inverell.</p> <p>Over the past 6 months New England Police have been focused on moving offenders away from the court system. Discussion was had around the PCYC and the only one is at Armidale and they have had 40 attendees for boxing of a morning, they are given breakfast and then dropped off at school. This has been working well. Phil mentioned it may be beneficial for the Community to know Police are friends and not have their first contact with Police be in court. Carol suggested that Police could call into the Youth Booth and say hello to Youth. Amanda noted that the Youth know there are rules to abide by and the kids that they try to re-engage back into the community need guidance, assurance, security and food. The PCYC are supported by General duties police and police management</p> <p>Action: Phil Winzer to speak to Troy Arandale (Deputy Mayor) as Troy is meeting with PCYC.</p> <p>Response: Philip has spoken to Troy about this, Troy is chasing 2 x police officers they need to run a PCYC also requiring a space.</p>	Complete
	<p>8.1 Draft Terms of Reference - (action arising 22/08/2022)</p> <p>Actions Arising 27 June 2022 and 22 August 2022 the draft Terms of Reference was endorsed by the Committee to go to Council for adoption. Council approved the revised Terms of Reference for the Aboriginal Consultative Committee at the July 2022 Council Meeting.</p> <p>In meeting held 22 August 2022 it was actioned that Anthony Williams will get in touch with schools to see if there is any interest in participation of Consultative Committee meetings. Anna suggested we rescind this action of Anthony Williams and moving forward in 2023 we have meeting start time of 3:30pm to be able to involve and capture the after-school children.</p> <p>Recommendation: Change meeting time to 3:30pm moving forward in 2023. Anna and Philip to start advertising in late January 2023.</p> <p>24/10/2022- Action 1: Anna Watt to do the Community advertising.</p>	<p>Rescind: Action of Anthony Williams from 22 August 2022 meeting.</p> <p>Action 1: Anna Watt to do the Community advertising.</p> <p>Action 2: Philip to ask members of the AECG (Aboriginal Education Consultation Group) which has delegates from the Primary and High School.</p>

Annexure A

Item 9.2

Item No.	Item	Action
	24/10/2022- Action 2: Philip to ask members of the AECG (Aboriginal Education Consultative Group) which has delegates from the Primary and High School if they are interested in attending Aboriginal Consultative Committee.	
	<p>8.2 <u>Tourism signposting for Boorabee and the Willows</u> - (action arising 22/08/2022)</p> <p>It would be nice to have signage for "The Willows", like they have for National Parks signs, or small signs noting "45klms →", or an arrow upon entry. Signs on either side of road to clearly indicate where turn-off for "Willows" is.</p> <p>Action:</p> <ol style="list-style-type: none"> 1. Phil Winzer to give diagram and advise what he wants to Carol; <p>Response: Anna spoke with Keith Appleby (Director of Infrastructure Services) and Keith advised that he had tried to contact Philip as was not sure what type of signage he required. Anna noted if it's a public venue then normally Council pays for signage but if it's a private venue then the organisation usually pays.</p> <p>Action: Philip to contact Mike Stone Senior Design Officer at Council and discuss what type of signage was required.</p>	<p>Action: Philip to contact Mike Stone Senior Design Officer at Council and discuss what type of signage is required.</p>
	<p>8.3 <u>Council charges issued for LALC</u> – (action arising 22/08/2022)</p> <p>Phil raised that Council has sent rate notices for vacant blocks of land and has issued rate charges for water access, sewerage etc. Phil noted that this LALC land was not used for residential or commercial purpose, contrary to the Aboriginal Land Rights Act and they should not be charged. Phil addressed this with letters & calls to Andrea Davidson (Rates Officer- GISC) and was advised he would need to provide specific addresses which were of concern.</p> <p>Action: Tony Williams to make an enquiry and advise Phil of the outcome.</p> <p>Response: Anna advised this should not have been an action for Anthony Williams to follow up. Philip advised he has contacted Council on several occasions and followed process of advising which blocks of land were either commercial or residential but has had no response. Anna apologised for Philip not receiving any outcomes but happy to assist Philip in getting this sorted. Anna advised that the action would now change from Anthony to herself.</p> <p>Action: Anna Watt to work together with Philip on an outcome for Council charges and rates.</p>	<p>Action: Anna Watt to work together with Philip on an outcome for Council charges and rates.</p>
	<p>8.4 <u>Reconciliation Plan</u> - (action arising 22/08/2022)</p> <p>Julia discussed that this has been brought up before at previous meetings and Council should be implementing this.</p> <p>A reconciliation plan is an agreement between the Local Indigenous Community and Council to work towards creating reconciliation.</p>	

Item No.	Item	Action
	<p>Discussion commented on a RAP noting other Councils have created their RAP and it was noted that this is not a compulsory document for local government and there is merit in the conversation. The attached Wagga Wagga and Tamworth RAP were mentioned and that they are large Councils with populations approaching 70,000 people each. They have significant more resources than GISC.</p> <p>Recommendation: Look at what smaller Councils are doing and bring to next meeting. The committee to write a letter to the GISC Acting General Manager in relation to creating a RAP.</p> <p>Action: Julia Morgillo / Philip Winzer and Debbie McCowen will research what other smaller Councils similar to GISC are doing.</p> <p>Action: Julia Morgillo to draft / structure a letter for Acting General Manager of Council.</p> <p>Response: Anna discussed the RAP and understands how its about bringing and creating reconciliation and that Federal Government has to have a RAP whilst local Governments do not have to. Anna pointed out that Glen Innes Severn Council's budgets, resources and population should not be compared to much bigger councils like Tamworth (population almost 64,000) and Wagga Wagga (population 70,000) If Council was to adopt a RAP we need to ensure it has solid actions and outcomes that can be fulfilled.</p> <p>Julia contacted Kerrie prior to the meeting to see if council staff could take over these actions, this was discussed and is not possible.</p> <p>Elena advised she has completed Reconciliation Plans within NSW & QLD and would be happy to be on a subcommittee regarding this.</p> <p>Recommendation: Elena to now get involved and there will be four (4) people in the subcommittee.</p> <p>Action 1: Julia, Philip, Debbie and Elena to look at RAP and bring back to next meeting including costs, structure, foundation and if viable. Draft framework to be presented at 27 February 2023 ordinary meeting.</p> <p>Action 2: The group of 4 (Julia, Philip, Debbie & Elena) can then draft a letter to the Interim GM requesting that Council develop a RAP and provide samples and a broad outline of suggestion for a plan</p>	<p>Action 1: Julia, Philip, Debbie and Elena to look at RAP and bring back to next meeting including costs, structure, foundation and if viable. Draft framework to be presented at 27 February 2023 ordinary meeting</p> <p>Action 2: The group of 4 (Julia, Philip, Debbie & Elena) can then draft a letter to the Interim GM requesting that Council develop a RAP and provide samples and a broad outline of suggestion for a plan .</p>
	<p>8.5 Council Commemorative Events Policy – (action arising 22/08/2022)</p> <p>Discussion was based around the Events Policy, and significant events such as "Sorry Day" and "NAIDOC" were left out. Anyone can speak at Community Consultation meetings about changes, and all policies are available on Council website to view by everyone in community.</p> <p>Recommendation: Inclusion of "Sorry Day" and "NAIDOC" into Events Policy.</p>	<p>Carry over to February 2023 meeting.</p> <p>Action: Julia Morgillo to write a letter to Interim General Manager for consideration of inclusion of "Sorry</p>

Annexure A

Item 9.2

Item No.	Item	Action
	<p>Action: Julia Morgillo to write a letter to Acting General Manager for consideration of inclusion of "Sorry Day" and "NAIDOC" in the Events Policy.</p>	Day" and "NAIDOC" in the Events Policy.
	<p>9.2 Standing Agenda items – (action arising 22/08/2022)</p> <p>Julia Morgillo discussed having standing agenda items like the Indigenous Employment Strategy that need to be addressed at each meeting.</p> <p>What is the role and goal of these meetings? Is this committee a service provider meeting or a consultation meeting (? leadership). Anna Watt has provided reports in the past but Tony will include Indigenous Employment Strategy in his report.</p> <p>Action: Tony to include in his report Indigenous Employment Status strategy.</p> <p>Response 1: Anna advised that the Aboriginal Employment policy was repealed in April 2022 because Aboriginal Employment is well above target. There is a rule in place that if the percentage drops within two (2) years then they will bring back a new strategy to increase the percentage for employment. Discussion was had and it was decided to have percentage noted on Anthony Williams report at each meeting.</p> <p>Response 2: In June we adopted the Constitution of Rules of Management and we should note the mission, vision and objectives of the committee.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>2. VISION: To facilitate the development of a confident, inclusive and well-informed Aboriginal Community.</p> <p>MISSION: To develop and maintain harmonious relationships within the Glen Innes community in partnership with Glen Innes Severn Council (GISC).</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Maintain an Aboriginal Consultative Committee into the future; • To ensure the Aboriginal community is comprehensively represented as part of the Aboriginal Consultative Committee; • Identify and facilitate appropriate services for the Aboriginal community; • Advocate for funding for Aboriginal Community Development position; • Develop and maintain meaningful communication; • Support and encourage reconciliation within the wider community; • Building self-sufficiency and community capacity; and • Seek creative solutions and show initiative in developing new strategies. </div> <p>Action: Kerrie to attach the Mission, vision and objectives to the front of the agenda.</p>	<p>Action: Tony Williams to include in his report Indigenous Employment percentage.</p> <p>Action: Kerrie to attach the Mission, vision and objectives to the front of the agenda.</p>
6	CORRESPONDENCE:	
	<p>Correspondence was emailed forwarded to Consultative Committee: -</p> <ul style="list-style-type: none"> • Email 5-9-2022 – Grants and Funding Newsletter and August Council Meeting minutes • Email 10-10-2022 Council Correspondence • Email 14-10-2022 – Free first aid training 	
7	REPORTS:	

Item No.	Item	Action
7.1	<p><u>Glen Innes Local Aboriginal Lands Council</u></p> <p>The NAIDOC celebrations at the Willows were held and the Primary school attended, on the second day due to rain was moved to the Cooramah Centre; it was a great event and well attended.</p> <p>Mental health training has been delivered with the funds received from White Rock Wind Farm.</p> <p>Grant applications being worked on include:</p> <ul style="list-style-type: none"> \$900,000.00 grant to upgrade, grate and resurface road to "The Willows". <p>Working on developing:</p> <ul style="list-style-type: none"> Running more cultural camps 2022 Aboriginal language programs / classes <p>Also, two (2) vacant houses are getting work done to be tenanted which would be great.</p>	
7.2	<p><u>Cooramah Aboriginal Corporation</u></p> <p>Working on trying to have Cooramah open a couple of days per week. It was used for NAIDOC and the "Walkabout barber". The driveway and carpark are not good and need fixing. The Lands Council is closed Friday, Saturday and Sunday and it would be good if Cooramah opened those days and looking at is as a Cultural Hub and could hold events such as exhibitions or markets.</p>	
7.3	<p><u>Boorabee Aboriginal Corporation</u></p> <p>As an apology was submitted no report was provided.</p>	
7.4	<p><u>Armajun Health Service</u></p> <p>As an apology was submitted no report was provided.</p>	
7.5	<p><u>Glen Innes Severn Council</u></p> <p>Report attached to the minutes.</p> <p>Life Choices - Support Services continues to provide support to over 20 Aboriginal consumers.</p> <p>Aboriginal Playgroup continues at the Pool House – funding was received, and the kitchen was upgraded. Elena did note that the feedback she has received was that the playgroup needs to be in a separate room so they have their own space, there are also transport issues with mums and bubs not being able to attend and also certain dynamics have also impacted the numbers.</p> <p>In the previous meeting held 22 August 2022 Philip Winzer (LALC) advised that for any official openings he would be happy to do "Welcome to Country". Anna wanted to say thank you to Philip for offering to do "Welcome to Country" for any official openings as in a recent Council opening this was missed.</p>	
7.6	<p><u>Healthwise</u></p> <p>No representative in attendance.</p>	
7.7	<p><u>Pathfinders</u></p>	

Annexure A

Item 9.2

Item No.	Item	Action
	<p>There was a car that ran into building and the insurance has now come through, so we are able to have repairs completed. There was apparently a meeting being held on how many homeless people were in our towns -? Wednesday 26/10/2022 – Rosemary will find out more details and send of the Consultative Committee.</p> <p>The question was asked by Rosemary why the signage in the LGA had changed from blue to green - it was noted that this was due to "Destination Branding". Lismore recently had it Pathfinders Pumpkin Run, this was a successful event.</p> <p>Pathfinders are currently doing birth certificates, and this is a big job but is proving well received and assisting the community.</p>	
7.8	<p><u>Family and Youth Support Services (GIFYSS) / Family & Community Services (FACS)</u></p> <p>Report attached to minutes.</p> <p>They are currently trying to target Early Intervention, with a view to increase referral and intakes, it was noted that there is an increase in numbers who identify as Aboriginal & Torres Striate Islander. They are expanding their scope and trying to create other things to encourage better outcomes in the community. They are still experiencing housing shortages because of the increase in living and note that due to this also there is an increase in domestic violence. Looking at new employment of an identified position on a casual basis.</p> <p>Discussion was held on yard maintenance. It was noted that for Indigenous & Torres Straite islander over the age of 50 can access funding through the government and they should look at this. Rosemary potentially has a lawn mower and whipper snipper that they could borrow or alternatively the tenant can contact their Real Estate agent and put an extra \$10-20 towards their rent to have someone come out and maintain lawns.</p> <p>There is also increased vaping in the community. Businesses have been selling to minors and we need to look at pressuring these businesses or have the police involved to stop selling to minors and children.</p> <p>The Youth and Family art project was completed and running at the Gallery until 28 October 2022.</p>	
7.9	<p><u>Glen Innes Police</u></p> <p>Inspector James Parsons was an apology for today but has provided a short email attached to minutes.</p> <p>In previous meeting Phil WINZER requested my reporting on early intervention strategies relating to youth.</p> <p>I am happy to report there are currently moves underway by my officers to initiate a PCYC style boxing/fitness program for local youth.</p>	

Item No.	Item	Action
	<p>An amount of equipment has already been sourced and there are a number of young person's we would be seeking to engage.</p> <p>It should be noted that this is an initiative of the General Duties Officers here at Glen Innes, who have volunteered to commit their personal time to get this started.</p> <p>We are hopeful that others (including the PCYC) may come on board once we get the ball rolling. Its early days yet and there are still finer points to iron out.</p> <p>Hopefully I will be available to provide a more comprehensive report when next the committee meet.</p>	
8	GENERAL BUSINESS:	
9	AGENDA ITEMS WITHOUT NOTICE	

MEETING CLOSED: 3.22pm

NEXT MEETING: Ordinary Consultative Committee meeting on Monday, 27 February 2023 2:00pm at the Cooramah Cultural Centre followed by the AGM at 3.30pm.

.....
Signature of Chairperson

.....
Date

Australia Day S355 Community Committee of Glen Innes Severn Council**MINUTES OF ORDINARY MEETING****HELD ON: 2/11/2022****MEETING OPENED: 19:00 (7.06pm)****PRESENT:** Jan Lemon, Kerrie Sturtridge, Mahri Koch, Kerrie Sturtridge, Robert Arthur, Peter Haselwood, Cr Parsons**APOLOGIES:** Lynn Schumacher, Karen Carr, Bev Edkins, Richard Edkins, Kerry Strong, Cr Parry,**Minutes of October 2022 Meeting:** Kerrie Sturtridge; Carried: Jan Lemon**DECLARATIONS OF CONFLICT OF INTEREST: NIL.**

Item No.	Item	Action
1	BUSINESS ARISING:	
1.1	Mahri to write to 2CBD. Not yet done. Jan lemon has spoken to 2CBD manager.	Mahri to write to 2CBD immediately!
1.2	Letters to Council: From Director Anna "Sorry, can't help re live streaming suggestion of Australia Day Committee". General Manager has provided permission to approach state and federal ministers.	NIL.
1.3	Discussion with Services Club re transport to/from' Cost for general Post Office mailout:	Kerrie Sturtridge to speak with Services Club and investigate mailout costs.
2	EXECUTIVE REPORT - Budget	
2.1	Budget from Council: Spent to date \$352 on stickers, coreflute posters. \$ 4,680 left in balance.	Jan to purchase new posters since Deepwater posters were disposed of instead of returning to the Committee January 2022.
3	CORRESPONDENCE:	
3.1	Chair - OUT: Jan sent 2022 book to the year Ambassador. Chair - IN: Email from NSW AD Committee – Registration Form Jan to complete and return. Email from Jan and Steven McAllister- Coordinator of Recreation Facilities – GISC – names and contacts for sporting bodies. Letter from 2022 Ambassador providing his address for 2022 Australia Day book.	

Item No.	Item	Action
	<p>IN GISC: Email advising Karen Carr nomination not yet put through Council for acceptance - next Council meeting. Danielle: Council has shared nomination forms to its website.</p> <p>OUT: Mahri: Draft and Final Minutes of October 2022 meeting; Emails and FB messages to sporting bodies requesting their nominations.</p>	
4	<p>GENERAL BUSINESS</p> <p>Posters / Mailouts</p> <p>Jan suggested posters to put up outside venues for free breakfasts for use each year. Members agreed.</p> <p>Jan asked if members wish the design to be changed. Members suggested keeping the design.</p> <p>Kerrie Sturtridge suggested cancelling Environment award if no nominations received for 2023 as no nominations for 2 years now. Members agreed.</p>	<p>Jan to pursue suitable posters.</p> <p>Members to continue to spread the message regarding nominations.</p>
4.1	<p>Grant</p> <p>Jan is applying for a grant from the Australia Day corporation for additional needs for 2023 event.</p> <p>Members suggested reinforcement of the bottom of our flags given the possible damage from wind. Members agreed.</p> <p>Need for more bunting to replace what got damaged 2022 event.</p>	<p>Jan to complete the application.</p> <p>Jan to seek upholsterer to strengthen the flags (Leanne and Jason Casson, Annie Dawson?).</p> <p>Council to print National Anthem for Awards presentation.</p>
4.2	<p>Advertising</p> <p>Article for Examiner? Nominees only in January?</p> <p>Flyer noting nominations to go out through the post office in January 2023.</p> <p>Motion: From Jan: permission to purchase 2 new shields and 10 new trophies. Moved by Andrew Parson. Seconded Kerrie Sturtridge. CARRIED.</p>	<p>Yes: Half page stating nominees in January 2023.</p> <p>Jan to cost sending out flyer through Post office.</p> <p>Mahri to print and deliver nominations flyers to CBD and V.I.C.</p>
4.3	<p>Letters to sporting bodies and community organisations</p> <p>Ongoing.</p>	<p>Ongoing: Mahri to continue to send out.</p>

MEETING CLOSED: 2005 (8.05pm). **NEXT MEETING:** Wednesday 7th December, 2022



THE
AUSTRALIAN
STANDING STONES
MANAGEMENT
BOARD

PO Box 565
Glen Innes NSW 2370

**Australian Standing Stones Management Board
Community Committee of GISC
Monthly Meeting Minutes**

Wednesday 19th October 2022 5.30pm
Board Room, Glen Innes Services Club

Present: Cr Lara Gresham (GISC), guest Kane Duke acting Director of Place and Growth (GISC), Raelene Watson, Pamela O'Neill, Storm Black, Peter Grimes, Cr Rob Banham (Mayor GISC), Judi Toms (chair), Steve Toms, Colin Price, George Robertson-Dryden

Apologies: John Rhys Jones, Fiona O'Brien, Rob O'Brien

Moved: Pamela seconded Peter carried

Minutes of the previous meeting:

Moved: Steve seconded Colin carried.

Noted that Storm Black is now an employee of GISC.

Business Arising

	Item-	Action by:
1	Toilet update – General Business	Steve
2	Brochures – General Business	Judi
3	Set date for working bee at the shed – 5 November at 1.30pm at the container	All
4	Work at site – removing the barbeque at Brandubh, removal of Excalibur Steve has put legs on the brandubh box Steve and Rob O'Brien are co-ordinating the Excalibur	Raelene

Correspondence

In – GISC – advice regarding Cr reps as appointed at September Council meeting – Crs Banham and Gresham, Celtic Informer flyer, Glen Innes Highlands Visitor Association – receipt of membership

Out – September minutes, letter of support for GISC grant application for the Australia Celtic Festival, October agenda,

Moved: Raelene seconded Colin carried

Treasurer's Report: (attached)

Motion: That we reimburse Steve Toms \$200 for the costs of finding the telecommunication and power cables

moved Pamela and seconded Peter carried

Judi withdrew from voting due to conflict of interest

Kane has suggested that we pass the invoice to Council for them to pay

Moved: Col seconded Peter carried

A Community Committee of Glen Innes Severn Council
ABN 81 365 002 718

Glen Innes Severn Council acknowledges and pays respect to the Ngaarabal people as the traditional custodians of this land, their elders past, present and emerging and to the Torres Strait Islander people and all First Nations people.





THE
AUSTRALIAN
STANDING STONES
MANAGEMENT
BOARD

PO Box 565
Glen Innes NSW 2370

Item 9.2

Annexure C

General Business:

	Item	Action by:
1	<p>Toilet update – information from Steve regarding the special meeting after monthly meeting, Steve found someone to work out where the power and Telstra cables run under the ground. The cables are very close to the Gorsedd Stone</p> <p>Kane gave update – grant funding is available – there are several possibilities of design and option of two blocks</p> <ul style="list-style-type: none"> a) That a toilet block be built near the site of the old playground and that we would have a smaller block near the site of the existing toilet block which would include a disabled and one or two smaller units and a small storage space for Crofter's. b) There were several designs, one quite sympathetic to our site and has timber cladding c) Safety issues with unisex toilets – hand basins outside could cause issues with people who have accidents – if they wanted hand basin in cubicle they would need to be bigger d) Increase the number of disabled facilities, we could have one that was parent room, disabled with shower is there now so we would want that to remain <p>Discussions ensued about camping at the site, would a big toilet block on the old playground site encourage illegal camping?</p> <p>Would it be best to just keep the toilets on the Stone side so they can be utilised by visitors to the site not travellers/campers?</p> <p>Work towards the two blocks, one beside the Croft with two disabled/parent room, one with a shower and a storeroom.</p> <p>Steve suggested that the two cyprus pines at old playground site could come down to allow a six stall toilet.</p>	Steve/Kane
2	<p>Brochures – last brochures ordered in 2019, A3 full colour, both sides, 150gsm, gloss, folded. 20,000 ordered - \$2,950.88, ad cost \$200</p> <p>The advertisers we had previously were selected who worked with either the Stones or ACF, we sold six advertisements</p> <p>Visitor Centre often uses Evans Printing (Armidale), so we should get a quote from Betterway to Print and Evans</p> <p>A3 coloured, same size and paper weight</p> <p>Discussion as to whether we have 10 000 or 20 000, Pamela was worried about being them out of date.</p> <p>Judi will get a quote for both 10 000 or 20 000.</p> <p>And 8 advertisements -</p>	Judi

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THE
AUSTRALIAN
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PO Box 565
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3	ACF report Confirmation on two honoured guests – Paul Anderson, Scottish fiddler will be attending and the UK British Consul General, Ms Cantillon	Ronnie
4	Flag lowering schedule	Judi
5	Afternoon tea with John Mathew was very well received under the pretence of having afternoon tea with the Mayor, Peter his son came from England – 22 attended	Rob
6	Howard Eastwood has completed the last book of the history of Furracabad, Lang St and East Ave, and includes the photo of the committee who attended the unveiling of the portrait of Archibald Clunes Innes on 27 th July 2021, the official 10 th anniversary of the registered tartan.	Judi

Recommendations to Council: Nil

meeting closed 7.00 pm

Next meeting: General meeting @ 5.30pm Wednesday 16th November 2022 – on site

Rob Banham apology for that meeting

We meet on site at 5.30pm dinner at the Croft – pre-order meal

Calendar dates – Anniversaries and Ceremonies

Date	Event	Time
1 February	The Australian Standing Stones	Opening - 1992
1 March	St. David's Day (Wales)	Flag lowering 5 pm
5 March	St Piran's Day (Cornwall)	Flag lowering 5 pm
17 March	St Patrick's Day (Ireland)	Flag lowering 5 pm
21 March	Autumn equinox	Solar noon from 11.30am
1 st wk'end May	Australian Celtic Festival	
19 May	St Yves' Day (Brittany)	Flag lowering 4 pm
21 June	Winter solstice	dawn & solar noon dawn & from 11.30am
1 July	Tartan Day	Fundraiser dinner
5 July	Tynwald Day (Isle of Man)	Flag lowering 4 pm
21 September	Spring equinox	Solar noon from 11.30am
30 November	St Andrew's Day (Scotland)	Flag lowering 5 pm
21 December	Summer solstice	dawn & solar noon dawn & from 12.30pm

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Minutes General Meeting 10/11/2022

Emmaville Mining Museum Committee

Meeting Opened: 3.00 pm.

Attendance: Ron Jillett, Evan Brown, Margaret Haar, Heather Green, Jenny Wilson, Dell Brown, Rhonda Bombell, Rob Banham, Bill Johnson.

Apologies: Mark Green, Danny Andrews, Margaret Lynn.

Previous Minutes: Minutes of the previous meeting were read by the Secretary.

"That the minutes are a true and accurate record "Moved: Dell Brown, seconded: Heather Green, Carried.

Business Arising: 1) Museum bank account now with Regional Bank.

2) EFTPOS terminal has been purchased and is operational, with over \$250.00 registered in first week of operation.

3) Estimated costs for the grant application for the machinery shed have been forwarded to Margo Davis.

4) Phil Ratliff visited the Museum to inspect areas in need of repair, particularly regarding leakage problems. He will recommend a course of action.

Treasurers Report: The Treasurer tabled his report for the period 18th August 2022 to 19th October 2022 (copy attached) Showing an opening balance of \$22,026.73, sales and donations of \$8,706.57 Expenditure of \$2,522.19, giving a closing balance of \$28,211.11

That the Treasurers 'report be accepted, moved: Evan Brown, seconded: Bill Johnson, Carried

Correspondence: In: 1) Telstra bills

2) Quote from Chubb for the supply and installation of two additional movement detectors for the rear stores for \$3,482.00 plus GST.

3) Photos from Ramsey Family

4) Emails from Square re setup of EFTPOS.

5) Glenrac invitation to join.

6) Abfab tour bookings for November and February 2023.

7) Emails from Rhonda Bombell re. 2nd visit from Museums Standards, plus examples of Mission Statement, Gift Acknowledgement and Strategic Plan.

Out: 1) Responses to emails received.

Publicity Officer Report: Rhonda submitted her PO report. (Copy attached)

Presidents' Report: The President tabled his report, (copy attached)

General Business: 1) The installation of a CCTV system was discussed, and it was agreed to obtain a quote for these works.

2) EFTPOS system is now operational with most Committee members now using the system. Heather Green will be happy to assist any Committee members who need help in the use of the system.

3) Court House was discussed, and Rob Banham informed the meeting that the Court House Committee was still considering their options.

4) Rhonda Bombell informed the meeting that the 2nd Standards visit was scheduled for December 1st.

5) The meeting agreed that it would be beneficial for the Museum Committee to join Glenrac. Secretary to follow up on this item.

6) The annual Christmas party was discussed and it was agreed that it would be held on Saturday, December 17th, at the Tattersall's Hotel, 6.30 start.

7) Christmas decorations were discussed and Dell Brown and Angela Judge have volunteered to carry out the necessary work. It was agreed that a fibre optic Xmas tree could be purchased if the existing tree was not operational.

There being no further business, the meeting was declared closed at
Next meeting:

.....*R. Gillett*..... (President)

.....*E. Brown*..... (Secretary)



Glencoe Hall Committee
MINUTES OF ORDINARY MEETING
HELD ON: 5 November 2022

MEETING OPENED: 10:55am

PRESENT: Rob Irwin, Helen Gunther, Julie Wright, Jack Parry, Matt Scullion, Sharon Packwood, Nancy Parry, Andrew Irwin, Jason Irwin, Chris Irwin, Michael Black

APOLOGIES: Christine Shattuck,

Moved Helen Gunther, seconded Julie Wright that the apologies be accepted.

CARRIED

DECLARATIONS OF CONFLICT OF INTEREST: Nil

List the details of any conflicts of interest here.

MINUTES OF THE PREVIOUS MEETING:

Moved Helen Gunther, seconded Julie Wright that the minutes of the previous meeting, dated **30 July 2022** be accepted.

CARRIED

Item No.	Item	Action
5	BUSINESS ARISING:	
1	Hall Users Agreement- Danielle has sent through extra guidelines so that hall users know how to complete the Agreement for Hirers of Council Facilities.	
2	Hall Fees- Council has sent a letter outlining 2022/2023 Fees. We will discuss 2023/2024 fees at the general meeting following the AGM. Suggestion- add GST to the current fee amount. We need to display the fees and contact details for hall bookings in our display cabinet. Helen will organise the notice.	Helen, asap
3	Membership Form- We currently have several vacancies for members. 12 committee members and we need a quorum of half our members present at each meeting. Membership forms will be given out before the AGM.	Helen, organise for AGM
4	Hall User Rules- Helen organised a list of rules for hall users. Display the Rules for Hall Users in the hall and send to users with the Agreement for Hirers of Council Facilities. Julie will type up and laminate a copy for the hall.	Julie, by next meeting
5	Spring Clean- Working bee went well. New lawnmower and whipper snipper used to clean up grounds, gutters cleaned, rubbish removed from outside the hall, windows cleaned inside and out, internal walls cleaned, cupboards sorted, out of date items removed, stocktake of larger items with photos (Helen to complete), risk assessment completed (Helen to send to council). Conduct the spring clean every year. Helen to ask about insurance cover and excesses.	Helen, by next meeting Helen, by next meeting

Item No.	Item	Action
6	<p>“A Night out on Us”- Matt Scullion has funding to run the event. Date: 4th December at 4-6pm. Cater for 100 people- Julie to organise the invoice for catering and hall hire and send to Matt. Local talent and Matt to perform. Bring a chair or picnic blanket. Free BBQ. RFS have more chairs if needed. We will borrow their two small gazebos. Rob has a tarp to block wind. The stage will be near the front gate/entrance with the audience facing west, the BBQ will be set up at the back of shed.</p> <p>Extra meeting- Saturday 19th Nov, 10am to organise catering and jobs.</p> <p>Hall agreement and Risk assessment to be completed. Send these to Matt.</p>	<p>Julie, asap</p> <p>Helen, asap</p>
7	<p>Hall Sign Men's shed are making the sign. Jack has not had any recent contact.</p>	Jack, by next meeting
8	<p>IT and Governance- Helen attended both sessions.</p> <p>Governance check with Karen Bavea (Glenrac) on 24 August. Very interesting. As a 355 committee of council, we had most things in order. Things to look at-WHS – using the equipment, and data storage-where and who has access.</p> <p>IT Support session with Brad Watson on 20 August. We cannot access hardware funding due to being 355 Committee. Internet plans are costly. A concern is data storage and email access. While council stores some information, he was concerned that as Secretary Helen uses her own personal email and no one else has access to my online filing system.</p> <p>Ask council if they can provide an email which can be accessed by the secretary, and council controls access.</p>	Helen, by next meeting
6	TREASURER REPORT:	
	<p>-2 fuel containers and fuel organised and paid for. -Account started at Jamesies Fuel and Fix. Apparently, they are not selling fuel anymore. Approach Fossickers Caravan Park.</p> <p>Balance \$4239.59</p> <p>Moved Julie Wright Seconded Helen Gunther Carried</p>	
7	CORRESPONDENCE:	
	<p>IN: Emails- from GISC</p>	

Item No.	Item	Action
	<ul style="list-style-type: none"> Expo invitation, Grants and July Minutes Summary Australian Electoral Commission (AEC) Payment query Letter - Fees and Charges for the 2022/2023 Financial Year Grants and Funding Newsletter and August Council Meeting Minutes Summary Minutes Summary 23 September 2022 Grant Information and Council Minutes Summary 27 October 2022 Letter Advice - Council Delegates 2022-2023 - Glencoe Hall Committee <p>Emails- Other</p> <ul style="list-style-type: none"> Karen Symons Recovery Support Officer Engagement Team Glen Innes, Tenterfield National Recovery and Resilience Agency <p>Text message</p> <ul style="list-style-type: none"> enquiry about booking the hall <p>OUT:</p> <p>Emails</p> <ul style="list-style-type: none"> Council- AEC payment query GISC & Members- Meeting Minutes July 30 NSW Electoral Commission- signed Agreement & Agreement with Hirers of Council Facilities form GISC & Members- Agenda Meeting Nov 5 	
8	GENERAL BUSINESS:	
8.1	<p>Lawnmowing Roster-</p> <p>Rob will oversee the lawnmowing. He and his boys will mow, and whipper snip every 2 weeks. If unavailable Rob will call Jack or Julie. A training session is to be organised so all people can receive instruction on correct and safe use of the new equipment. A record of training date, time and who attended will be sent to Helen.</p>	Jack and Julie
8.2	<p>Outreach Library-</p> <p>The GI Severn Library has put in a grant for a library book vending machine which would be position adjacent to the hall near the park. Jack approached Anna Watts about the outcome of the grant. She will raise the question at the next council meeting.</p>	Jack, by next meeting
8.3	<p>Xmas party-</p> <p>RFS & Glencoe community Xmas party will be combined with "A Night Out on Us", with the party continuing after the event. Rob and boys will put up the Xmas decorations/lights.</p>	Rob

Item No.	Item	Action
8.4	State Election Mar 23, 2023- Sausage Sizzle and cakes, Easter Raffle, 100s club, send out a flyer. Discuss at the next meeting.	
	Social Committee- Julie spoke with Sally Gilder about encouraging community involvement at the hall. They decided "A Night Out on Us" would provide an opportunity to invite people to the hall. Sally is organising a contact person from the areas surrounding Glencoe to be contacts to spread the work. Julie will organise a flyer inviting people to the hall. The flyer will be sent out through the mail run at the same time as "A Night Out on Us" flyers are distributed.	Julie, asap
	Grants- Julie is organising quotes for an outdoor area. It will include a veranda off the hall spanning 8m- concrete slab with roof. Awaiting quote from builder Wayne Edwards. Difficulty finding builders to get a quote. Once we have 2 quotes we can start applying for grants. Future grant ideas- toilets and disability ramp.	Julie, ongoing

MEETING CLOSED: 12:20pm

NEXT MEETING: Saturday 4th February, 11:30am (following the AGM 11am) at the Glencoe Hall

Rob Irwin

Chairman

Date



**Ordinary Meeting
Minerama Committee**

**William Gardner Conference Room, Glen Innes Public Library
71 Grey St, Glen Innes
Monday 14th November, 2022 at 5:30pm**

1. Meeting opened by Chairman Craig Daly at 5.30pm

- **Present:** Craig Daly, Cathy Sexton, Rhonda Bombell, Margo Davis, Kathleen Batten, Peter Batten, Eric Pierce, Carol Sparks. Maurice Velcich.
- **Apologies:** Dione Goard, Morris Velcich, Gen Little, Jude Lane, Belinda Parkinson
- **Minutes:** Cathy Sexton

2. Minutes of previous Meeting:

- Minutes of the previous meeting read and accepted.
Moved: Craig Daly Seconded: Peter Batten.
- **ACTION:** Discussion on the membership status of Chris Wallbridge covered in general business

3. Correspondence:

IN

Email from GISC: Endorses the additional five (5) community representatives to the Minerama Committee: • Dione Goard; • Glen Little; • Belinda Parkinson; • Christopher Sexton; and • Maurice Velcich. 2. Approves the Minerama Committee to have a total of 13 members, until the 2023 Annual General Meeting,

Various vendor requests

Updates on the application forms available on the minerarma websites.

Updates on the Rock Climbing quote.

OUT: 5 vendor applications sent via mail.

Responses to general vendor requests re applications for 2023

• **Business arising from Correspondence:** Covered in minutes

ACTION: Nil additional

Treasurer Report:

No report. Secretary submitted a receipt to Ronnie for printer cartridge, paper and postage. Margo advised all quotes should be checked by the treasurer.

Traders applications

Cathy to set up spreadsheets for vendors using the USB provided by GISC.
Applications are being received. A number of applications have been received.

Field Trips:

- Proposed by Kathleen Batten
- One field trip Thursday and Saturday limit 50 participants each trip.
- One field trip Sunday limited to 10 vehicles
- Land owners are requesting a flat fee possibly \$500 per trip
- 1st aid officer (non-fossicker) required for each trip
- Children's fossicking to be provided
- River rocks will be provided for other children's activities

Workshops will be organised by the club: Viking knitting, Wire wrapping and macrame. Need clarification of costs and charges for these workshops. A flat fee or per participant payment to the presenter and cost of attending. This needs early decision so the website can be updated.

Gem Club will be doing demonstrations over the festival Time and dates TBC.

Discussion: General agreement with this proposal. Advice from Margo Davis was payment to land holders was set as per person in the 2022 Fee Schedule and can not be changed for 2023 but this change could be accommodate for 2024.

ACTION: President Gem Club to be contacted for confirmation of these activities.

Moved Kathleen Batten Seconded Carol Sparks

Marketing/Media:

- Quote E J Freelance was reviewed for website updates and media posts. Updated cost \$10,190.50. Ronnie suggested budgeting for \$11,000 to cover any extra marketing that may be required. There is a further \$4000 available for marketing.

Moved the EJ Freelance quote to be accepted, Craig Daly.

Seconded Carol Sparks

Motion accepted by all members present.

ACTION: Margo Davis will enact and brief EJ Freelance who will then liaise directly with the committee. Craig Daley and Brad Watson will attend the briefing

8. Workshops & Demonstrations:

- Currently sitting with Gem Club

ACTION: No further action as this time

9. Car Club Update:

- No change to previous update

10. General Business:

Margo Davis identified the show ground trust quote is well over budget, particularly in view of the need to provide cleaning in addition to their charge of \$7,700. General discussion on ways to reduce the cost including only hiring part of the showgrounds and returning general camping fees to the showground trust.

Proposal: Craig Daly to renegotiate the cost with the showgrounds trust

Moved Cathy Sexton Seconded Kathleen Batten Accepted by all members present.

Security and ATM quotes are pending.

Gate charges of \$5 per person discussed. Decision for \$2 to be allocated to charity groups manning the gates (Lioness and Men's Shed) and \$3 to general revenue.

Moved Cathy Sexton Seconded Carol Sparks. Accepted by all members present.

Rockwall activity discussed and confirmed a request to GISC for release of funds (\$5,190) in the contingency fund to pay for this has been previously minuted.

ACTION Margo Davis will action this payment be released.

The committee was advised there has been funding of \$15,00 to GISC to cover Event Branding and Photography and Video during the 2023 festival for use in 2024. This funding does not affect the 2022/2023 budget. Re-building of the website is required and \$5000 from the reserve funds is required.

Proposal. Release of \$5000 from reserve funds for website update, Event branding and photography to be actioned by Margo Davis

Moved Peter Batten Seconded Kathleen Batten Accepted by all members present.

Need for volunteers and 1st Aiders for the festival. Cathy Sexton to work with Ronnie Bombale to achieve this.

Kathleen Batten will progress the children's color competition and Carol Sparks will attend to judging.

Next meeting – Monday 12th December, 5.30pm at William Garner Room Glen Innes Library.

Meeting closed at 7.20pm



Country Mayors Association Inc of NEW SOUTH WALES

Chairperson: Cr Ken Keith OAM
PO Box 337 Parkes NSW 2870
02 6861 2333
ABN 92 803 490 533

MINUTES

GENERAL MEETING

FRIDAY, 18 NOVEMBER 2022 THEATRETTE, PARLIAMENT HOUSE, SYDNEY

The meeting opened at 8.32 a.m.

1. ATTENDANCE:

Armidale Regional Council, Mayor, Cr Sam Coupland, Mayor
Ballina Shire Council, Cr Sharon Cadwallader, Mayor
Bathurst Regional Council, Cr Robert Taylor, Mayor
Bega Valley Shire Council, Cr Russell Fitzpatrick, Mayor
Bellingen Shire Council, Cr Steve Allan, Mayor
Berrigan Shire Council, Cr Matthew Hannan, Mayor
Bland Shire Council, Cr Brian Monaghan, Mayor
Bland Shire Council, Mr Grant Baker General Manager
Blayney Shire Council, Cr Scott Ferguson, Mayor
Blayney Shire Council, Mr Mark Dicker, General Manager
Byron Shire Council, Cr Michael Lyon, Mayor
Byron Shire Council, Mr Mark Arnold, General Manager
Coolamon Shire Council, Cr David McCann, Mayor
Coolamon Shire Council, Mr Tony Donoghue, General Manager
Coonamble Shire Council, Cr Tim Horan, Mayor
Coonamble Shire Council, Mr Ross Earl, Acting General Manager
Dubbo Regional Council, Cr Mathew Dickerson, Mayor
Dungog Shire Council, Cr John Connors, Mayor
Gilgandra Shire Council, Cr Doug Batten, Mayor
Gilgandra Shire Council, Mr David Neeves, General Manager
Glen Innes Shire Council, Cr Rod Banham, Mayor
Glen Innes Shire Council, Cr Troy Arandale, Deputy Mayor
Goulburn Mulwaree Council, Cr Bob Peter Walker, Mayor
Goulburn Mulwaree Council, Mr Aaron Johansson, CEO
Gunnedah Shire Council, Cr Jamie Chaffey, Mayor
Gunnedah Shire Council, Mr Eric Growth, General Manager
Gwydir Shire Council, Cr John Coulton, Mayor
Hilltops Council, Cr Margaret Roles, Mayor
Inverell Shire Council, Cr Paul Harmon, Mayor

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Kempsey Shire Council, Cr Leo Hauville, Mayor
 Kempsey Shire Council, Mr Craig Milburn, General Manager
 Kiama Municipal Council, Cr Neil Reilly, Mayor
 Kiama Municipal Council, Ms Jane Stroud, General Manager
 Kyogle Council, Cr Kylie Thomas, Mayor
 Lachlan Shire Council, Cr John Medcalf, Mayor
 Liverpool Plains Shire Council, Cr Doug Hawkins, Mayor
 Liverpool Plains Shire Council, Ms Joanna Sangster, General Manager
 Lockhart Shire Council, Cr Greg Verdon, Mayor
 Lockhart Shire Council, Mr Peter Veneris, General Manager
 Mid-Western/Mudgee Regional Council, Cr Des Kennedy, Mayor
 Mid-Western/Mudgee Regional Council, Mr Brad Cam, General Manager
 Murray River Council, Cr Christopher Bilkey, Mayor
 Murray River Council, Mr Terry Dodds, General Manager
 Narrabri Shire Council, Cr Ron Campbell, Mayor
 Narrandera Shire Council, Mr George Cowan, General Manager
 Narromine Shire Council, Cr Craig Davies, Mayor
 Parkes Shire Council, Cr Ken Keith, Mayor
 Port Stephens Council, Cr Ryan Palmer, Mayor
 Port Stephens Council, Mr Tim Crosdale, General Manager
 Shoalhaven City Council, Cr Paul Ell, Deputy Mayor
 Singleton Council, Cr Sue Moore, Mayor
 Snowy Valleys Council, Cr Ian Chaffey, Mayor
 Tamworth Regional Council, Cr Russell Webb, Mayor
 Temora Shire Council, Cr Rick Firman, Mayor
 Temora Shire Council, Mr Gary Lavelle, General Manager
 Tenterfield Shire Council, Cr Bronwyn Petrie, Mayor
 Upper Lachlan Shire Council, Cr Pam Kensit, Mayor
 Uralla Shire Council, Cr Bob Crouch, Deputy Mayor
 Uralla Shire Council, Ms Christine Valencius,, Director Corporate and Community
 Wagga Wagga City Council, Cr Dallas Tout, Mayor
 Walcha Council, Cr Eric Noakes, Mayor
 Walcha Council, Mr Barry Omundson, General Manager
 Warren Shire Council, Cr Milton Quigley, Mayor
 Warrumbungle Shire Council, Cr Ambrose Doolan, Mayor
 Warrumbungle Shire Council, Mr Roger Bailey, General Manager
 Weddin Shire Council, Cr Craig Bembrick, Mayor
 Weddin Shire Council, Ms Noreen Vu, General Manager
 Wingecarribee Shire Council, Mr Viv May, Interim Administrator
 Wingecarribee Shire Council, Ms Lisa Miscamble, General Manager
 LGNSW, Cr Darriea Turley, President
 ALGA, Cr Linda Scott, President
 Office of Local Government, Ms Ally Dench, Executive Director
 Office of Local Government, Ms Karen Purser, Manager Engagement

APOLOGIES:

As submitted

SPECIAL GUESTS

(a) Cr Linda Scott, President, ALGA

- (b) Clr Darriea Turley Am, President, LGNSW
- (c) Mr Craig Carmody, CEO, Port of Newcastle
- (d) Hon Wendy Tuckerman MP, Minister for Local Government
- (e) Ms Carmel Donnelly PSM, Chair, Independent Pricing and Regulatory Tribunal (IPART) NSW

2. ADOPTION OF MINUTES OF PREVIOUS MEETING:

RESOLVED that the minutes of the General Meeting held on 5 August 2022 be accepted as a true and accurate record (Lachlan Shire Council / Kiama Municipal Council).

3. Matters Arising from the Minutes

NIL

4. Mr Craig Carmody, CEO, Port of Newcastle

Mr Carmody thanked councils for their support which made a historic difference in seeking the removal of the financial penalty to build the container terminal. Newcastle is the largest port on the east side of Australia and the only port to access inland rail. The port currently is only being 50% utilized. Coal is 70% of the ports income and by 2030 50% of income will come from non coal. Special mention was given to the support from the member of Northern Tablelands, Lake Macquarie, Upper Hunter and the Treasurer Matt Kean. The Bill has passed parliament and is awaiting the Governors assent. The container terminal will cost \$2.4billion to build and will be fully automated on 90 hectares and will take 5 years to get to operational status. The northwest and central west are the ports catchment areas and intermodals are planned for Moree, Narrabri, Gunnedah and Tamworth which will result in lower freight costs, use direct rail to the port, an opportunity to establish storage and packing facilities and be a rail heavy port.

5. Clr Linda Scott, President, ALGA, Update

Clr Scott reported on wins from the Federal Budget, the replacement of the building Better Regions Fund with Growing Regions Program and the Precincts Partnership Program, the new Housing Accord, the Independent Inquiry into Australia's Response to COVID 19, Regional Banking Closures and new Childcare Legislation, the National State of the Assets Report and the Final Report-SGS-Local Government -Productivity-Research Report

6. Clr Darriea Turley Am, President, LGNSW, Update

Clr Turley AM provided a report on the work of LGNSW since the last meeting including the Annual Conference 2022, and Severe Flooding in NSW and gave an advocacy update on Statewide Roads Emergency, the Federal Budget, IPART Rate

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Peg 2023/24 and review of Methodology, RFS Assets, and Agritourism Reforms
The Association had advocacy wins with Pothole Funding, IPART Review of Domestic Waste Management Charges, Standard Conditions of Consent Implementation, New Cemetery Licensing Scheme and Unlocking Homes Program

4. Membership

RESOLVED that Byron Shire Council and Lismore City Council be admitted as members of the Association (Gunnedah Shire Council / Singleton Council)

5. Immediate Past President

RESOLVED that notice of 2 months be given to members to change the Associations Constitution to provide for the position of Immediate Past President to be a member of the Executive (Gunnedah Shire Council / Goulburn Mulwaree Council)

6. CORRESPONDENCE

Outward

- (a) Mr Tom O'Dea, Head of NBN Local NSW, thanking him for his presentation at our meeting held on the 5 August 2022
- (b) Cr Jacob Cass, Centre Manager, Parkes Country Universities Centre, thanking him for his presentation at our Skills Forum on the 4 August 2022
- (c) Cr Rick Firman thanking him for his participation in the Skills Forum held on the 4 August 2022
- (d) The Hon Fiona Hash, National Commissioner for Rural Education, thanking her for her presentation at our Skills Forum held on the 4 August 2022
- (e) The Hon Alister Henskens MP, Minister for Skills and Training, Minister for Science, Innovation and Technology, thanking him for his presentation to our Skills Forum held on the 4 August 2022
- (f) Mr Edward Cavanough, Executive Director and Director Policy, McKell Institute, thanking him for his presentation at our Skills Forum held on the 4 August 2022
- (g) Mr Tim Crakanthorp MP, Shadow Minister for Skills and TAFE and Shadow Minister for Tertiary Education, thanking him for his presentation at our Skills Forum held on the 4 August 2022
- (h) The Hon Anthony Roberts MP, Minister for Planning and Minister for Homes, thanking him for his presentation at our meeting held on the 5 August 2022
- (i) Ms Amy Dumbrell, Acting Director, Biodiversity Offsets Scheme and Dr Louisa Mamouny, Acting Executive Director, Biodiversity Credit Supply Fund and Taskforce, thanking them for their presentation at our meeting held on the 5 August 2022
- (j) Mr Justin Clancy MP, Parliamentary Secretary for Health, thanking him for his presentation at our meeting held on the 5 August 2022
- (k) The Hon Paul Toole MP, Deputy Premier, Minister for Regional NSW and Minister for Police, requesting a meeting to discuss regional and rural policing
- (l) The Hon Dominic Perrottet MP, Premier, extending an invitation to attend and present at our meeting to be held on the 18 November 2022
- (m) Mr Chris Minns MP, Leader of the Opposition, extending an invitation to attend and present at our meeting to be held on the 18 November 2022

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- (n) The Hon Kristy McBain MP, Minister for Regional Development, Local Government and Territories, extending an invitation to attend and present at our meeting to be held on the 18 November 2022
- (o) The Hon Anthony Roberts MP, Minister for Planning and Minister for Homes, requesting a review of the Biodiversity Offset Scheme to overcome current difficulties being experienced in regional and rural NSW
- (p) The Hon James Griffin MP, Minister for Environment and Heritage, requesting a review of the Biodiversity Offset Scheme to overcome current difficulties being experienced in regional and rural NSW
- (q) Mr Vik Naidoo, Chief Strategy and Commercial Officer, TAFE NSW, outlining the Skills Forum suggestions for positive change and as the officer responsible for emerging market opportunities seeking ways to work together to improve skills acquisition in regional and rural NSW
- (r) The Chief Executive Officer, Australian Local Government Association, seeking a meeting to discuss the overturning by the Board of the adopted resolution to conduct a review of the Financial Assistance Grant Act 1995
- (s) The Hon Alister Henskens MP, Minister for Skills and Training, Minister for Science, Innovation and Technology, seeking a meeting with him to discuss skills issues that affect regional and rural NSW
- (t) The Hon Kristy McBain MP, Minister for Regional Development, Local Government and Territories requesting a review of the FAD's ACT
- (u) The Hon Andrew Gee MP, Shadow Minister for Regional Development, local Government and Territories requesting support for a review of the FAG's Act
- (v) The Hon Wendy Tuckerman MP, Minister for Local Government advising that the Association does not believe that councils are owners of RFS assets and that councils should maintain their position not to include them in their accounts if they wish to do so
- (w) Cllr Linda Scott, President, ALGA forwarding copy of the letter to Minister McBain regarding a review of the FAG's Act

Inward

- (a) The Hon Mark Butler MP, Minister for Health and Aged Care regarding the Distribution Priority Area (DPA) changes
- (b) The Hon Bronnie Taylor MLC, Minister for Women, Minister for Regional Health, and Minister for Mental Health regarding regional and rural health initiatives
- (c) Cr Darriea Turley AM, President LGNSW, regarding The Building Better Regions Fund
- (d) Craig Carmody, CEO, Port of Newcastle, regarding the development of Newcastle Deepwater Container Terminal
- (e) Julie Briggs, CEO, Riverina JO, forwarding copy of correspondence sent to the Premier regarding construction times for major infrastructure works
- (f) Julie Briggs, CEO, Riverina JO, forwarding correspondence to Minister Roberts regarding introduction of Local Activation Precincts
- (g) Gwydir Shire Council thanking Country Mayors for our continuing efforts in respect of RFS Asset ownership
- (h) Cr Darriea Turley AM, President LGNSW to Cllr Ken Keith OAM, on behalf of the LGNSW Board, Executive, our staff and members, thank you for your dedicated and highly respected service leading the CMA, and we look forward to continuing our strong alliance with the association.

NOTED

7. FINANCIAL REPORT

RESOLVED That the financial reports for the last quarter were tabled and accepted (Inverell Shire Council / Kiama Municipal Council)

8. Hon Wendy Tuckerman MP, Minister for Local Government

The Minister thanked the Association for the opportunity to speak to members and advised that major efforts were going into advocacy for the rural roads emergency but current funding is not touching the surface. Approaches are being made to the Commonwealth Government for assistance. Legislation has passed for a Reconstruction Authority and there has been a focus on sustainability and input into the IPART rate increase. Legislation is to be enacted on misconduct after a consultancy period. The Emergency Services Levy will need to be increased

The General Meeting adjourned at 10.45am for the Annual General Meeting and resumed at 11.07am

9. Ms Carmel Donnelly PSM, Chair, Independent Pricing and Regulatory Tribunal (IPART) NSW

IPART have been asked to investigate and make recommendations on:

1. options to set the rate peg methodology to ensure it is reflective of inflation and costs of providing local government goods and services
2. options to stabilise volatility in the rate peg and options for capturing more timely changes in council costs and inflation
3. alternate data sources to measure changes in councils' costs
4. options for capturing changes in councils' costs caused by external factors outside councils' control
5. the effectiveness of current Local Govt Cost index approach
6. the effectiveness of the population growth factor in achieving its intended purpose.

The current rate components are Rate Peg, Change in LGCI, Population Factor, Productivity Factor and Other Adjustments

Key issues so far are reflecting changes in inflation and costs, accuracy and predictability, accounting for new services and responsibilities, is the population factor working as intended, is climate change driving up costs and reducing complexity. The final report is expected to be available in May 2023. Workshops will be held at Wagga Wagga, Sydney, and Tamworth as well as online specifically for regional and rural and metropolitan

The General Meeting was adjourned at 11.52am for Annual General Meeting election results and resumed at 11.54

10. Presentation

Clr Jamie Chaffey Chairman, thanked outgoing Chairman Clr Ken Keith for his contribution to the Association and to the Executive Committee and for his

leadership over the past two years and Cllr Rick Firman Vice Chairman, presented a gift to Cllr Keith on behalf of the members of the Association

11. CMA State Election Priority – March 2023

The Executive have endorsed a discussion paper on the March 2023 State Election Priorities and Cllr Chaffey Chairman outlined the "Asks" that the Association proposes to put to political leaders in the leadup to the State election in respect to

Skills and Education

Health Services

Roads and Transport

Water Security

Housing

Crime, Law and Order

Telecommunications Blackspot Coverage

Disaster Preparedness and Funding

A number of suggestions were received by members such as comparing Bocsar crime statistics with other states with more police, reviewing why police are not coming to Regional and Rural NSW and to add the Red Fleet

It is important that Country Mayors get the Governments and Oppositions responses to the "Asks"

RESOLVED that the Country Mayors Association adopt the discussion paper in principle and members be asked for feedback to be received by the Secretariat by the 2 December 2022 (Gunnedah Shire Council / Gilgandra Shire Council)

12. Hon Adam Marshall MP

Mr Marshall thanked members for their efforts in supporting the Port of Newcastle container terminal. The change was made in a bipartisan way. He stressed that Country Mayors will have a lot of influence in getting changes for the benefit of Regional and Rural NSW. There are a lot of opportunities to get commitment from political parties. Speak to parliamentarians and get change

13. Bland Shire Council RFS Assets

A motion was moved by Bland Shire Council / Inverell Shire Council that Country Mayors forward a letter to all NSW MP's asking for their position on the RFS assets and how the depreciation should be handled

An amendment was moved by Gunnedah Shire Council / Lachlan Shire Council that a letter be written to all political parties asking their position on the RFS assets and how the depreciation should be handled

The amendment was put and was lost. The motion was put and was carried

RESOLVED that a media release be prepared on the RFS assets (Goulburn Mulwaree Council / Bland Shire Council)

14. Scholarships Sub Committee Report

RESOLVED that the Scholarships Sub Committee Report on providing a scholarship to an existing CMA member staff be adopted (Temora Shire Council / Gunnedah Shire Council)

15. Use of Building Better Regions Fund Round 6

RESOLVED that Due to the removal of the Federal Building Better Regions Fund and the criteria for the new Growing Region Program (yet to be released) members of the Country Mayors Association call on the Federal Government to establish a supplementary round of the Local Roads and Community Infrastructure Fund. This supplementary funding will assist Local Councils to fund the renewal and replacement of roads and community infrastructure damaged by weather events over the past two years.(Goulburn Mulwaree Council / Bland Shire Council)

There being no further business the meeting closed at 1.05pm.

Cr Ken Keith OAM
Chairman Country Mayor's Association of NSW