



URALLA SHIRE COUNCIL BUSINESS PAPER

Notice is hereby given, in accordance with the provision of the Local Government Act 1993 that a **Meeting of Uralla Shire Council** will be held in the **Council Chambers, 32 Salisbury Street, Uralla**, commencing at **1:00pm**.

ORDINARY COUNCIL MEETING

Monday 23 May 2016

George Cowan
Acting General Manager



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1. AGENDA



- BUSINESS AGENDA - Ordinary Meeting of Council 23 May 2016, 1:00pm

1. Opening & Welcome

Prayer

Acknowledgement of Country

Apologies/Requests for Leave of Absence

Disclosures & Declaration of Interests

2. Confirmation of Minutes of Previous Meeting

- Ordinary Council Meeting held 26 April 2016

Announcements

3. Tabling of Reports & Petitions

4. Urgent Supplementary & Late Items of Business

5. Presentations – no registrations

6. Deputations - Nil

7. Reports from Delegates – Written and Verbal

Minutes to be received and noted by Council - Nil

8. Mayoral Minute - Nil

Recommendations for Items to be Considered in Confidential Section - Nil

9. Reports from the General Manager

Item 1: Visitor Information Centre Relocation

Item 2: Thunderbolts Festival

Item 3: Draft Operational Plan 2016/2017

10. Reports from the Corporate & Community Committee

Report	Title
1.16.05.01	Cash at Bank and Investments
1.16.05.02	Grace Munro Aged Care Facility
1.16.05.03	Uralla Shire Community Grants Program
1.16.05.04	Sponsorship Request - Thunderbolts Festival

11. Reports from the Environment, Development & Infrastructure

Report	Title
2.16.05.01	Heritage Advisors Report – May 2016
2.16.05.02	Works Progress Report to 30 April 2016
2.16.05.03	Works Planning Report May 2016
2.16.05.04	Development Approvals and Refusals for April 2016
2.16.05.05	Gazettal of Amendments 3 and 4 to the Uralla Local Environmental Plan 2012

12. Motions on Notice - Nil

13. Schedule of Actions – Council Resolutions – as at 18 May 2016

14. Confidential Business - Nil

15. Authority to Affix the Common Seal – Division Decisions

Report	Title
2.16.05.06	DA-69-2015 – Mr C & Mrs S Ritchie

16. Meeting Close

2. CONFIRMATION OF MINUTES

Minutes to be confirmed at Council Meeting held on 23 May 2016

- Minutes of Ordinary Council Meeting held 26 April 2016

3. TABLING OF REPORTS & PETITIONS

No reports or petitions to be tabled.

4. URGENT SUPPLEMENTARY & LATE ITEMS OF BUSINESS

No urgent supplementary or late items of business.

5. WRITTEN REPORTS FROM DELEGATES

No reports submitted prior to the Council Meeting.

6. PRESENTATIONS

No presentations registered.

7. DEPUTATIONS

No deputations to Council.

8. MAYORAL MINUTE

No Mayoral Minute presented.

9. REPORTS FROM THE GENERAL MANAGER

No reports presented from the General Manager.

Department: Infrastructure & Regulation
Submitted by: Acting Director of Infrastructure & Regulation
Reference: Item 1
Subject: Uralla VIC Relocation

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: 2.1 An attractive environment for business, tourism and industry
Strategy: 2.1.1 Promote the New England region as a wonderful place to live, work, visit and invest
Action: 2.1.1.1 Operate Councils Visitor Information Centre
 1.3.1.1 Operate the Uralla Library 7 days a week and operate Bundarra Library

SUMMARY:

The purpose of this report is to advise Council of the estimate, prepared by a quantity surveyor , for the relocation of the Uralla Visitor Information Centre.

OFFICER’S RECOMMENDATION:

That:

- 1) Council receive the report for information;
- 2) Staff investigate the ongoing operational savings and costs relating to the proposed relocation of the VIC and prepare a business case for Council to consider.

BACKGROUND:

Council has had detail drawings and specifications completed for the Visitor Information Centre. The Development Application was approved in February 2016.

Council Allocated \$180,000 in its 2015/16 budget to complete the works.

REPORT:

Before tendering the work it was agreed to have a quantity surveyor carry out a detailed estimate.

The estimate is as follows:-

Stage 1	Fit out of Library and relocation of VIC	\$288,217
Stage 2	Refurb of VIC including toilet upgrade for accessibility requirements	\$92,613
Stage 3	External works at VIC ,including, path realignment, blade wall and landscaping	\$62,309
Stage 4	New VIC facade treatment and signage	\$44,124
TOTAL (inc GST)		\$487,263

COUNCIL IMPLICATIONS:

- 1. Community Engagement/ Communication (per engagement strategy)**
Nil
- 2. Policy and Regulation**
Nil
- 3. Financial (LTFP)**
Further funds are required if project is to proceed
- 4. Asset Management (AMS)**
Nil
- 5. Workforce (WMS)**
By contractor except for landscaping to be carried out by Council
- 6. Legal and Risk Management**
Nil
- 7. Performance Measures**
Nil
- 8. Project Management**
Director Infrastructure & Regulation

George Cowan
Acting General Manager

Prepared by staff member: Acting Director Infrastructure & Regulation
Approved/Reviewed by Manager: Acting General Manager
Department:
Attachments: Nil

Department: General Manager's Office
Reference: Item 2
Subject: Sponsorship Request – Thunderbolts Festival
Submitted by: George Cowan - Acting General Manager

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: A diverse and Creative Culture.
Strategy: Work with the community and other partners to develop major cultural and community events and festivals
Action: Work with Councils consultative panels to encourage events in the shire.

SUMMARY:

The Corporate and Community Committee considered a report outlining the request from the Thunderbolts Festival Committee for support for this years festival at its meeting on Monday 16 May 2016. Following that meeting I met with the committee representatives and discussed a number of aspects of their approach to Council and the report.

This report provides additional information to Council following that meeting

OFFICER'S RECOMMENDATION:

That: The Acting General Manager's report be received and noted.

BACKGROUND:

The Thunderbolts Festival has been running for 18 years and is a vital part of the community calendar in Uralla providing excellent entertainment and quality experiences together with a great opportunity for local community groups to fund raise for their activities. The Festival Committee approaches Council annually seeking support by way of donation and in kind works.

REPORT:

The details of the Festival Committee initial request to Council are outlined in full in the report to the Corporate and Community Committee and I refer Councillors to that report.

During the discussions on Monday 16 the committee representatives requested that I advise the Council as follows...

That they will provide;

- 1. the actual final financial figures for last years event,*
- 2. we will source email addresses for as many event contacts as possible to minimise postage*
- 3. we will arrange for a sign on & off book for all volunteers on the day of the Festival.*
- 4. investigate our own ABN*
- 5. investigate becoming an incorporated body or to be auspiced by a community organisation*
- 6. as last year - arrange insurance for the event to only cover the volunteers, street parade (which travels at walking pace) and the participants in Alma Park. All other activities & stalls have their own insurance. We collect copies of certificates and can provide to Council if required*

If you could please put forward to Councillors that;

- 1. we request a total of \$13,000 sponsorship given that we will need to pay for our insurance and we need \$10,000 to run the event. (In kind support is on top of this amount and has been the same for approx. 18 years)*
- 2. we would like to please request the use of the USC PO Box 106 as mailing address for the committee,*
- 3. in kind support please include postage (max 50) and printing (max 300) of some of invitations & entry forms*
- 4. that the VIC could please receive entry forms & pass on information to the committee*
- 5. that we book a prominent spot on the front page of the council newsletter to promote the event for 2 months prior - September & October.*

By way of additional information for councillors I would like to advise as follows...

1. The Committee report shows related costs for "In- Kind" support at \$6039 and that amount should be reduced to \$ 4950 following the clarification of the actual costing for last year's event.
2. I have agreed with the Festival Committee members that they may use the Council PO Box and the VIC as the drop off/ collection point for enquiries and entry forms as most enquires relating to the festival are appropriately related to the role of the VIC and tourist information.
3. I have also agreed that limited photocopying can be done by Council and have advised that this will be charged at actual cost.

I believe a longer term commitment by Council of say four (4) years would greatly assist the committee organise future events and would remove the festival from the requirement for annual submissions.

COUNCIL IMPLICATIONS:

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

- 2. Policy and Regulation**

The most significant issue emanating from this report is the management by the Festival Committee of the financial aspects and the risk to the community and to participants. These matters have been addressed in the conditions of approval.

- 3. Financial (LTFP)**

The current budget and the draft budget both include sufficient funds to meet the recommendations. Should Council determine to grant a larger donation this will require an increase to the budget allocation?

- 4. Asset Management (AMS)**

Nil

- 5. Workforce (WMS)**

Nil

6. Legal and Risk Management

Nil

7. Performance Measures

Nil

8. Project Management

Nil

Prepared by staff member:

Acting General Manager

Attachments:

A. Actual Financial Report – Thunderbolts Festival 2015

ACTUAL FINANCIAL REPORT FOR THUNDERBOLTS FESTIVAL 2015	ACTIVITY DETAILS	COST	TOTAL	BALANCE
DATE	CHEQUE			
PARK ENTERTAINMENT				
	Horizontal Bouncy Boxing/Giant Slide/ Jumping Castle (Adult) (est.\$2980)	2745.00		
	Rock Climb Wall	1500.00		
	Fireworks Holy Smoke Fireworks	2431.00		
	Acronym Acrobatics	1600.00		
	Merry Go Round	600.00		
	Band Entertainment (Alma Park)	1000.00		
	Solid State Circus workshops with schools 1 week before festival incl. accommodation	2560.00		
	Ramp	2624.00		
	Back Track Dog High Jump	300.00		15360.00
STREET PARADE & OTHER ACTIVITIES				
	ThunderRage- DJ disco (under 18 yrs disco)	250.00		
	Hula Hoop Competition	60.00		
	Prize Money	600.00		
				910.00
EQUIPMENT FOR ACTIVITIES				
	IXL @ Sound Stage, Sound system, PA, mixing	1482.90		1482.90
BILLYCART DERBY				
	Sponsored activity prize money actual cost to TF	100.00		
	Foodworks Goodies Bags Donated by Foodworks Uralla.	0.00		
				100.00
ADVERTISING				
	Focus Magazine	700.00		
	AOK signs/artwork posters/programs, alter large banner)	250.00		
	AOK (6 new banners)	1193.50		
	Uralla Printers Flyer DL	187.00		
	Uralla Printers Programs	1100.00		
	Uralla Printers A3 & A4 Posters (Donated)	0.00		
	Website design update (annual fee)	500.00		
	New England Broadcasters (Radio Adds)	165.00		
				4095.50

Department: General Managers Office
Submitted by: General Manager
Reference: Item 3
Subject: Adoption of Draft Operational Plan 2016/2017

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: Uralla leadership is visionary, compassionate, inclusive and promotes the needs of the community
Strategy: Provide access to all public documents and comply with the Integrated Planning requirements
Action: Annually construct and adopt an Operational Plan including making the rates, fees and charges

SUMMARY:

The purpose of this report is for Council to adopt the draft Operational Plan 2016/17 and place it on public exhibition for a period of 28 days.

OFFICER'S RECOMMENDATION:

That Council:

- 1. Adopt the draft Operational Plan 2016-2017; and**
- 2. Place all of the documents on public exhibition for a period of 28 days.**

BACKGROUND:

In line with the NSW Local Government Integrated Planning and Reporting (IP&R) legislation, Council is required annually to adopt an Operational Plan, including a Revenue Policy which outlines the rates, fees and charges to be made and levied for the upcoming financial year.

A workshop was conducted with Councillors on the 26 April 2016 to establish the strategic directions to be used in preparing the draft operational plan for the coming year. A further workshop has been held with Councillors on 23 May 2016 to fine tune the budget and fees and charges.

REPORT:

The Draft Operational Plan and budget has been prepared for consideration following the parameters set by Council at the first workshop held on 26 April 2016. Essentially that has meant the following...

- 1. The Promoting Better Practice Review action plan and Fit for the Future (FFTF) action plan strategies not yet complete have been included. I have been advised by the Office of Local Government that completion of these action plans should be given priority by the Council. Most of the outstanding action statements relate to asset management which have also been funded in the draft budget**
- 2. Provision has been made for the completion of all outstanding asset management plans and the water and sewerage strategic business plans.**
- 3. All the FFTF indicators have been shown and if adopted this budget will meet 5 of the six sustainability criteria in this year the exception being the Real Operating Expenditure per capita ratio. This criteria is designed to ensure that Councils overall operating costs do not increase beyond the rate of inflation and is calculated by adjusting the budgeted figure by**

CPI back to the base year of 2009. It does not appear to make any allowance for expanded service levels

4. Fees and charges have been adjusted to better reflect cost recovery where that has been possible. In most instances a CPI type increase has been applied with the exception of the waste management charge which has been standardized across the shire. No adjustments have been made to the delivery of services however Council plans to review both the area services are delivered in and the regularity of services during the coming year. For example savings could be made in collection costs if the recyclables were picked up on a fortnightly basis rather than weekly. The recycling centre requires a new Baler costing \$350k and it is proposed to fund this purchase by borrowing internally from the Water Fund.
5. New valuations have been used for the levying of rates for the coming year and that will impact differently across the shire but overall the budget allows for a 1.8% increase in general rate revenue. Some examples of the impact of these new valuations and the adjusted charges for waste, water and sewerage have been provided to show the change in relativities
6. The staff structure adopted by Council and existing at the moment has been incorporated with staff numbers remaining stable except for additional registered nurses at McMaugh Gardens Aged Care facility
7. The budget reflects the status quo for community services on the understanding that a review will be undertaken during the year as to the continuation of the KADS service and the impact of the NDIS
8. A clearly defined model has been developed for the distribution of overheads that meets the requirements of Council and the major grant funding bodies and allows Council to recoup appropriate amounts from the business operations of Council. No management overheads have been budgeted against the Regional Road Block Grant or the Road to Recovery Funded works.
9. There is a considerable schedule of proposed Capital works principally grant funded but nevertheless more than sufficient to meet Councils obligations under the sustainability criteria relating to Asset renewal and replacement.
10. A nominal amount of \$180k has been included in the draft budget for the Library/VIC project but this project is under a funding cloud now that more accurate estimates have been received and Council will be asked to reconsider this project.
11. No provision has been made in this budget for Bundarra Sewerage although applications seeking funding lodged. It is more likely that those estimates will begin to flow into the Long Term Financial Plan in future years.

Following completion of the exhibition period the documents will be brought back to Council along with any submissions received for adoption of final documents in June.

COUNCIL IMPLICATIONS:

1. Community Engagement/ Communication

The draft documents will be placed on public exhibition for a period of 28 days and submissions will then be considered before adoption of the final documents.

2. Policy and Regulation

- NSW Local Government Act (1993);
- NSW Local Government (General) Regulations 2005;
- Integrated Planning and Reporting Guidelines;
- Local Government Code of Accounting Practice and Financial Reporting.

3. Financial (LTFF)

Included in the report

4. Asset Management (AMS)

Councils draft Asset Management Strategy is not completed at this time.

5. Workforce (WMS)

No implications.

6. Legal and Risk Management

The draft plans have been constructed given due consideration to Councils strategic and operational risks. Controls implemented to minimise residual risk are outlined in each of the plans.

7. Performance Measures

New service delivery performance measures are contained in the Operational Plan.

8. Project Management

N/A

George Cowan
Acting General Manager

Prepared by staff member:

George Cowan

Approved/Reviewed by Manager:

George Cowan

Department:

General Managers Office

Attachments:

B. (The draft operational plan will be provided following the workshop)

10. REPORTS FROM THE CORPORATE & COMMUNITY COMMITTEE

Department: Organisational Services - Finance
Submitted by: Simon Paul – Chief Financial Officer
Reference: 1.16.05.01
Subject: Cash at Bank and Investments

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: *Council is operating efficiently and effectively.
To invest surplus funds for the best advantage of Council, within Council's Policies and Local*

Strategy: *Government Guidelines.*

Action: *Invest surplus funds principally in term deposits with a spread of risk.*

SUMMARY:

Attached is a summary of bank accounts, term deposits, cash management account and investments in structured credit instruments. The investments have been made in accordance with the Act, the Regulations and Council's actual Investment Policy.

COMMITTEE'S RECOMMENDATION:

That:

Council note the cash position as at 30 April, 2016 consisting of cash and overnight funds of \$1,258,277, term deposits of \$8,500,000 totalling \$9,758,277 of readily convertible funds.

OFFICER'S RECOMMENDATION:

That:

Council note the cash position as at 30 April, 2016 consisting of cash and overnight funds of \$1,258,277, term deposits of \$8,500,000 totalling \$9,758,277 of readily convertible funds.

BACKGROUND:

In accordance with Regulation 212 of the Local Government (General) Regulations 2005, the following report is prepared on monies not currently required for use by Council, invested in forms of investment approved by Order of the Minister.

REPORT:

Current Term Deposits of \$8,500,000 spread over the next six months will receive a range of interest from 2.88% to 3.16% with an average rate of 3.04%. Diary of maturing dates and amounts is attached.

Council's General Fund bank balances (listed in the attachments) have been reconciled to the bank statement as at 30 April, 2016.

KEY ISSUES:

The new Professionals Fund account pays interest at 15 points above the RBA cash rate. This account is providing some improvement to the total returns from Council investments. Continual assessment of excess funds has allowed additional funds to be invested at higher interest rates instead of leaving the funds in non-interest bearing accounts. It is likely that interest rates will deteriorate even further following the RBA's decision to reduce interest rates on 3 May 2016 and this will impact our overall rate of return in the future. Please note that the negative balance in the main account arose as a consequence of us holding an outstanding cheque that had not been sent as at the end of the month.

COUNCIL IMPLICATIONS:

1. Community Engagement/ Communication (per engagement strategy)

N/A

2. Policy and Regulation

Local Government Act 1993

Local Government (General) Regulations 2005

Order of the Minister re Investments

3. Financial (LTFP)

Current interest rates affect Council's ability to meet projected investment returns therefore reducing forecast revenue in the long term.

4. Asset Management (AMS)

N/A

5. Workforce (WMS)

N/A

6. Legal and Risk Management

Risk management involves ensuring compliance with the Minister's Orders regarding approved type of investments thus reducing risk of future losses on investments made.

7. Performance Measures

N/A

8. Project Management

N/A

Prepared by staff member: Simon Paul

TRIM Reference Number: U15/287

Approved/Reviewed by Manager: Chief Financial Officer

Department: Organisational Services - Finance

Attachments: C. Council's Investments as 30 April, 2016 Diary of Investment Maturity Dates and Amounts

Uralla Shire Council Investments at 30 April, 2016

Cash at Bank – Operating Accounts:

Institution	Account	Bank Statement
National Australia Bank	Main Account	-\$30,801.13
National Australia Bank	Trust Account	\$31,296.33
Community Mutual	Bundarra RTC	\$23,671.96
Total		\$24,167.16

Business Investment (Cash Management) Account

Institution	Interest rate	Balance
National Australia Bank	0.01%	\$198.72
Professional Funds	0.15% above RBA cash rate	\$1,233,911.46
Total		\$1,234,110.18

Term Deposits:

Institution	Interest rate	Maturity	Balance
Newcastle Permanent	3.00%	26/05/2016	\$600,000.00
National Australia Bank	2.99%	29/05/2016	\$1,000,000.00
Commonwealth Bank of Australia	2.95%	8/06/2016	\$600,000.00
Westpac Banking Corporation	3.15%	17/06/2016	\$1,300,000.00
ANZ	2.99%	30/06/2016	\$500,000.00
Westpac Banking Corporation	3.15%	24/07/2016	\$600,000.00
Newcastle Permanent	3.00%	28/07/2016	\$250,000.00
ANZ	2.98%	23/08/2016	\$800,000.00
National Australia Bank	3.00%	26/08/2016	\$600,000.00
National Australia Bank	3.05%	7/09/2016	\$500,000.00
National Australia Bank	3.16%	15/09/2016	\$500,000.00
Westpac Banking Corporation	3.05%	30/09/2016	\$1,000,000.00
Commonwealth Bank of Australia	2.88%	28/10/2016	\$250,000.00
Total			\$8,500,000.00

Financial Instruments through Lehman Brothers Australia:

Structured Credit	Maturity Date	Face Value at Acquisition	Current Book Value at 30 June 2015
Parkes 1A AAA	Jun-15	\$250,000.00	\$0.00
Total		\$250,000.00	\$0.00

There is a possibility that a further dividend may be received in relation to the Parkes 1A AAA prior to 30 June 2016.

Department: Governance & Information and Community & Culture
Submitted by: Manager Governance and Information
Reference: 1.16.05.02
Subject: Grace Munro Aged Care Facility

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: Council is operated efficiently and effectively; access and equity of services
Strategy: Comply with statutory requirements of the Local Government Act and related Acts
Action: Maintain Aged Care facilities accreditation to a standard that meets all accreditation requirements

SUMMARY:

The purpose of this report is to inform Council of the status of the Grace Munro Aged Care Facility, the legal requirements to upgrade the Fire Sprinklers at the facility as required by the *Environment Planning & Assessment Act 1979*, the development of an agreement with Hunter New England Local Health District and the associated Lease arrangement for \$35,000 per annum that is requested to be agreed to and forwarded to the Council Meeting of Monday, 23rd May 2016 to affix the common seal.

COMMITTEE'S RECOMMENDATION:

That:

- 1. Council note the matters detailed below regarding the status of the Grace Munro Facility after the Meeting held on Thursday, 28 April 2016 with Councillors Strutt and Crouch and Ms Rechelle Leahy and agree that the Fire Sprinkler upgrade be put to Tender to meet the 1 August 2016 deadline extension approved by the Department of Planning & Environment; and**
- 2. Council agree that a clear Memorandum of Understanding (MOU) with Hunter New England Local Health District (HNELHD) is developed and implemented ensuring clarity of roles and responsibilities in the tenancy of the building, including a request for a contribution to the Fire Sprinkler installation, which is required to cover the entire building including the space occupied by HNELHD; and**
- 3. Council agree that the Lease arrangement of \$35,000 be agreed to and forwarded to the Council Meeting of 23 May 2016 for the Council seal to be affixed.**

OFFICER'S RECOMMENDATION:

That:

- 1. Council note the matters detailed below regarding the status of the Grace Munro Facility after the Meeting held on Thursday, 28 April 2016 with Councillors Strutt and Crouch and Ms Rechelle Leahy and agree that the Fire Sprinkler upgrade be put to Tender to meet the 1 August 2016 deadline extension approved by the Department of Planning & Environment; and**
- 2. Council agree that a clear Memorandum of Understanding (MOU) with Hunter New England Local Health District (HNELHD) is developed and implemented ensuring clarity of roles and**

responsibilities in the tenancy of the building, including a request for a contribution to the Fire Sprinkler installation, which is required to cover the entire building including the space occupied by HNELHD; and

3. Council agree that the Lease arrangement of \$35,000 be agreed to and forwarded to the Council Meeting of 23 May 2016 for the Council seal to be affixed.

BACKGROUND:

The Grace Munro Aged Care Facility in Bundarra has been run in the Grace Munro Building owned by Council for a number of years by the Grace Munro Aged Care Centre Ltd Board ('The Board'). The Council has leased this building to the Board and also to the Hunter New England Local Health District for part of the tenancy.

In 2010 a Management Agreement was put in place to solidify the arrangement between the Board and the Council. The Management Agreement detailed that the Board would manage the facility and conduct business in accordance with the Management Plan. The Management Agreement stated explicitly that for the period up to the end of the first full financial year the cumulative profits would be shared equally between the Board and the Council and for the balance of the term and any extension of the term, the net profit would be shared equally by the Board and the Council.

It has been previously reported to Council that current Council expenditure on the Grace Munro Facility was as follows (updated with the 2015-2016 figures):

	Expenditure	Income	Short Fall
2012-2013	\$45,433.00	\$36,799.00	-\$8,634.00
2013-2014	\$42,652.00	\$33,937.00	-\$8,424.00
2014-2015	\$35,014.00	\$0.00	-\$35,014.00
2015-2016	\$25,346.00 (to March)	\$19,250.00 (to March)	-\$6,096.00

It is clear that the Council is losing money on maintaining the facility, with income not covering expenditure.

The Management Agreement detailed under Clause 9 – Maintenance and Repairs that the Council would, at its own expense, make such repairs, maintenance or replacement to the Building to ensure continuing compliance with certification and accreditation requirements, and that from the commencement date the Board would assume responsibility for ongoing repairs and maintenance and replacement of the premises use by the facility during the term other than those relating to meeting the certification and accreditation requirements.

REPORT:

The Management Agreement expired in 2015 and negotiations were conducted regarding a more formal lease arrangement. The Board agreed to the Lease and this was signed and forwarded to Council with a Commencement Date of 1 October 2015 and Termination Date of 30 September 2018. Council requested that the affixing of the common seal be delayed until Councillors could meet with the Board to satisfy themselves of the future viability of the facility.

On 28 April 2016 a meeting was held between Councillors Strutt and Crouch and Ms Rechelle Leahy of Uralla Shire Council. During this meeting the Chairperson of the Board Mr Max Elphick was asked about the future viability of the facility. Mr Elphick stated that the facility had approximately \$80,000

in funds in the 9 months to April 2016 after depreciation, he stated that he felt the facility was well placed to continue operating at the level it is at currently as Aged Care Funding Instrument (ACFI) assessments had returned at a higher level and that the facilities 5 year occupancy rate was at 96%.

Mr Elphick explained that care had increased to somewhat higher levels as the ageing in place package approach of Government had seen residents entering the facility later in their care need arc. Mr Elphick advised that the facility was self – sufficient but also had strong support from the community including the Lions Club and Ladies Auxiliary.

The issue for Council is that the Management Agreement of 2010 tied the Council to the Fire Sprinkler upgrade as a Council responsibility now led by legislative changes.

Legal advice was sought regarding the Management Agreement and its implications to Council and it has been confirmed that 'The *Environment Planning & Assessment Act* ("EPA Act") requires any entity operating an aged care facility after 1 January 2013 to install a fire sprinkler system that is compliant with the new fire safety standards'.

Further, 'although Grace Munro Aged Care Centre Ltd was the approved provider on this date, and would normally be responsible for installing the new fire sprinkler system, this obligation is overridden by the management agreement that was in effect in 2013. Accordingly, it is Council's responsibility to cover the cost of the installation'.

The management agreement has now been superseded by the lease agreement currently being executed by the parties, however the legislative responsibility still lies with Council regarding the Fire Sprinkler upgrade.

As previously reported to Council the Fire Sprinkler upgrade is expected to cost approximately \$150,000, there is the possibility of having some of this expenditure returned under the Australian Government, Department of Social Services Subsidy 'Accessing a higher level of Accommodation Supplement – Guidelines for newly built and significantly refurbished residential aged care services'. This is not a guaranteed return with the guidelines stating that where refurbishment includes work undertaken to upgrade the facility to meet safety requirements, that work alone cannot be used to meet the significant refurbishment criteria outlined in the Subsidy Principles. Instead other 'significant refurbishment' work must be undertaken that meets those criteria. Council may wish the General Manager to further discuss this subsidy program and any possible re-imburement directly with Mr Elphick to ensure that any re-imburement of funds is returned to Council as appropriate for works completed.

In the previous Memorandum of Understanding of 2010 it was agreed that for matters such as Electricity, Fire Board – Maintenance and Monitoring fees, heating, water charges, gardening, that expenses would be broken down as a percentage of floor space occupied.

The total floor space of the Grace Munro Aged Care Facility is 610.36 m² and is broken down per tenancy as follows:

- Grace Munro Aged Care Centre: 465.62 m² or 76.26% of total floor space;
- Bundarra Neighbourhood Aid: 12.01 m² or 2.01% of total floor space;
- Hunter New England Local Health District: 132.73 m² or 21.73% of total floor space.

It is recommended that Hunter New England Local Health District is approached to assist in the cost sharing of the Fire Sprinkler installation as the installation must cover the component of the building that their tenancy occupies.

It should be noted that the current Lease agreement will be in place until 30 September 2018. Council may wish to consider the future of the facility in the interim period regarding future viability, the cost of maintenance and upkeep of the facility as compared to the rental income and what options may be available for alternate use of the facility into the future.

COUNCIL IMPLICATIONS:

1. Community Engagement/ Communication

A number of meetings have been held with the Grace Munro Board and contact will be made with Hunter New England Local Health District regarding the tenancy.

2. Policy and Regulation

- Environment Planning & Assessment Act (“EPA Act”);
- The Quality of Care Principles 2014;
- *Local Government Act 1993*;
- *Local Government Regulations (General) 2005*;

3. Financial (LTFP)

A regular rental agreement to Council of \$35,000 per annum.

4. Asset Management (AMS)

Upgrade of Sprinkler System

5. Workforce (WMS)

N/A

6. Legal and Risk Management

Risk is mitigated as the relationship between the landlord and lessee is clearly defined and not blurred with operational matters that are not the ambit of Council.

7. Performance Measures

N/A

8. Project Management

N/A

George Cowan

Acting General Manager

Prepared by staff member:

Rechelle Leahy

Approved/Reviewed by Manager:

George Cowan

Department:

Governance and Information & Community and Culture

Attachments:

D. Grace Munro Management Agreement;

E. Grace Munro Lease;

F. Legal Advice – Agreement with Grace Munro Aged Care Centre Ltd;

Dated 6 February 2010

**URALLA SHIRE COUNCIL
("The Council")**

**GRACE MUNRO AGED CARE CENTRE LTD
("The Company")**

MANAGEMENT AGREEMENT

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"Community Groups" means not-for-profit and non government organisations with whom The Council has an agreement allowing the use of the Building for community based activities beyond the Premises.

"Company's Insurance" means adequate insurance cover with a reputable insurer of cover, other than cover against loss or damage to the building, for loss or damage to contents and equipment of the Facility as well as other business insurance as required including professional indemnity, public liability and workers compensation insurances.

"Council's Insurance" means includes adequate insurance with a reputable insurer against loss or damage to the Building of the Premises and Public Liability for the whole of the property at 2 Thunderbolt Way Bundarra known as the Grace Munro Aged Care Centre.

"Cumulative Profit" means the Net Profit, after deducting community donations, calculated at the expiration any part operating year plus the first full financial year. (refer Net Profit)

"Equipment" means the fixtures, fittings and chattels used in the conduct of the Business.

"Expenses" means the usual and reasonable running expenses of the Business incurred by The Company.

"Facility" means the eleven (11) bed low care Aged Care Facility in that portion of the Grace Munro Centre known as the Grace Munro Aged Care Centre and representing 76.26% of the area of the "Building".

"Financial Reports" means annual audited detailed accounts of the operation of the Facility for the last concluded financial year, or part thereof. Such reports are to be in accordance with the current accounting standards.

"Management Plan" means the management plan contained in Schedule 1.

"Net Profit" means the annual net profit, after deducting community donations, calculated for financial years following the first full financial year. (refer Cumulative Profit)

"Premises" means that portion of the "Building" and representing 76.26% of the area of the building.

"Staffing Requirements" means the staffing requirements contained in Schedule 2.

"Term" means the period of five (5) years from the Commencement Date.

"Terminating Date" means the date that is five (5) years from the Commencement Date.

1.2 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a gender includes any gender;
- (c) the singular includes the plural and conversely;
- (d) if a word or phrase is defined, then its other grammatical forms have corresponding meaning;
- (e) a reference to a "person" or "party" includes:
 - (i) a body corporate, an unincorporated or other entity and conversely; and
 - (ii) a reference to that person's executors, successor, permitted assigns, administrators and substitutes including but not limited to a person to whom this agreement is novated;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) subject to this Agreement a reference to an agreement or document is that agreement or document as amended, varied, supplemented, novated or replaced.
- (i) A reference to writing includes any mode of representing and reproduction of words in tangible and permanently visible form and includes facsimile and printed out e-mail transmissions.

2.0 Appointment of the Manager

- 2.1 The Council appoints The Company to manage the Facility and conduct the Business in accordance with the Management Plan for the Term.

3.0 Conduct of the Business

- 3.1 From the commencement Date, The Company shall conduct the Business and manage the Facility, subject to the interest of The Council in accordance with this agreement.
- 3.2 The company shall provide to The Council the Financial Reports within three (3) calendar months of the expiration of each financial year.

4. Distribution of Profits

- 4.1 The Net Profits of the Business shall be applied as follows:
 - (a) For the period up to the end of the first full financial year, the Cumulative Profits shall be shared equally between The Company and The Council; and
 - (b) For the balance of the Term, and any extension of the Term, the Net Profit will be shared equally by The Company and The Council.

5 Liability for Losses

- 5.1 Any losses arising out of the conduct of the Business shall be the responsibility of and borne by The Company. (The sharing of Net Profits and not Net Losses is in lieu of The Council receiving rental for the Premises).

6 Insurance

- 6.1 The Company shall take out and maintain the Company's Insurance and The Council shall take out and maintain the Council's Insurance from the Commencement Date. Each Party shall be responsible for their own category of insurance.

7 Non-Exclusive Occupation of the Building

- 7.1 The Company shall have the non-exclusive right to occupy the Premises during the Term to fulfill its obligations under this Agreement.
- 7.2 The company acknowledges that part of the Building known as Grace Munro Centre is, or may be used by not-for-profit and non government organisations with whom The Council has an agreement allowing the use of that portion of the Building for community based activities beyond the Premises during the Term.
- 7.3 The Council shall ensure that the use of any part of the Building shall not interfere with or continue to cause annoyance to the operation of the Facility by The Company.
- 7.4 The Company shall ensure that the use of any part of the Building shall not interfere with or continue to cause annoyance to the activities of The Council or Hunter New England Health Services or any other group or organisation having lawful use of the balance of the Building.

8 Ownership of the Business

- 8.1 The Business shall belong to The Council and nothing in this Agreement shall confer an interest in the ownership of the Business to The Company.
- 8.2 The Facility and grounds shall belong to the Council.
- 8.3 The application to transfer eleven (11) Allocated Aged Care Places to The Company will be authorised by The Council. Whilst ever this Agreement, or extension of this Agreement, is in existence the allocated eleven (11) low care Aged Care Places will remain with The Company.

Ownership of the Business (Continued)

- 8.4 At the expiration of this Agreement, extension of this Agreement or termination of the Commonwealth Approved Provider status of The Company; the eleven (11) low care Aged Care Places shall be transferred by The Company to The Council.
- 8.5 The Company is to identify any non-conformance with Certification and Accreditation Standards (and any other such legislation that may be relevant from time to time) and report such non-conformity to The Council for immediate rectification.

9 Maintenance and Repairs

- 9.1 The Council shall, at its own expense, make such repairs, maintenance or replacement to the Building to ensure continuing compliance with Certification and Accreditation Requirements.
- 9.2 From the Commencement Date, The Company shall assume responsibility for ongoing repairs and maintenance and replacement of the Premises used by the Facility during the Term other than those relating to meeting the Certification and Accreditation Requirements.
- 9.3 From the Commencement Date, The Company shall assume responsibility for ongoing repairs and maintenance and replacement of Equipment used by the Facility during the Term.
- 9.4 In consideration of The Council assuming responsibility for payment of all general rates and annual charges levied on the Premises, The Company agrees to be responsible for the regular maintenance and upkeep of lawns and gardens of the Premises and for the payment of water usage.

10 Option to Renew for a further Term

- 10.1 The Company shall have the option to renew This Agreement for a further five (5) years commencing at the expiration of the Term.
- 10.2 The option shall be exercised by The Company giving The Council six (6) months notice in writing of its intention to renew this Agreement for a further term of five (5) years.
- 10.3 In the event of the exercise of the option in accordance with this clause then The Council shall submit to The Company an agreement substantially in accordance with this Agreement, excepting this clause.

11 Renegotiation of Agreement

- 11.1 In the event that this Agreement is, in the reasonable opinion of either party, unable to be performed according to its terms of financial non-viability or otherwise, then either party may, by notice in writing to the other party, request that such terms of the Agreement be renegotiated. The parties agree that in these circumstances they will meet and negotiate in good faith in an attempt to reach an agreement as to any changes to the Agreement consistent with the intentions of the parties when entering this Agreement.
- 11.2 If the parties, negotiating in good faith as required by this clause, agree that they are unable to reach an agreement then either party may terminate this Agreement on giving three (3) months written notice, of the termination of the Agreement, to the other party.

12 Accommodation Bonds

- 12.1 At the expiration of the Term, its renewed period under clause 10 or its earlier determination; the Accommodation Bonds, or the balance of them as the case may be, shall be paid to the appropriate recipients, in accordance with the prudential requirement of operating an aged care facility in force at that time.

13 Costs

- 13.1 The cost of preparation of this Agreement shall be borne by The Council.
- 13.2 Each party shall pay its own costs of conducting the Business in relation to this Agreement.

14 Heirs, successors and assignees

- 14.1 This Agreement shall bind all parties, their heirs, successors and permitted assigns.

15 Notices

- 15.1 Any notice, request, consent or other communication (communication) required to be given under this Agreement shall be in writing addressed to the postal address of the parties given on the front page, or to such other address as the party may advise the other party in writing.
- 15.2 Each communication shall be delivered by hand to the address of the party as listed on the front page or pre-paid post to the postal address or email to the organisation's email address or by facsimile provided that a communication sent by facsimile shall be immediately confirmed in writing by the sending party either by hand or pre-paid post.

Notices (Continued)

- 15.3 A communication shall be deemed to be received:
- (a) if hand delivered, on the next following business day;
 - (b) if posted, on the third business day after posting;
 - (c) if sent by e-mail, on the next following business day unless the receiving party has requested re-transmission before the end of that business day
 - (d) if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day

16 No Waiver

- 16.1 A party does not waive a right or entitlement it, he or she may have under this Agreement unless that waiver is notified in writing to the party seeking the benefit of the waiver.
- 16.2 A Waiver by a party in respect of an act or thing required to be done under this Agreement does not act as a waiver of any other act or thing required to be done under this Agreement.
- 16.3 A failure or delay in exercising of a right arising from a breach of this Agreement does not result in a waiver of that right.
- 16.4 The parties must not waive this clause.

17 Variation

- 17.1 The parties can only vary a term of the Agreement if the variation is in writing and both parties sign.

18 Cumulative Rights

- 18.1 A right, power, discretion and remedy arising out of this Agreement in favour of a party:
- (a) is cumulative; and
 - (b) does not diminish any other right, power, discretion and remedy of that party.

19 Proper Law

- 19.1 The laws of New South Wales apply to this Agreement to the exclusion of any other law.
- 19.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales. The parties' submission to the jurisdiction in this clause includes submission to a court of appeal.

Executed as an Agreement:

URALLA SHIRE COUNCIL

The Common Seal of the Uralla Shire Council)
was affixed, in accordance with a resolution of)
Council dated *6 February 2010 (051/10)*)
In the presence of:)



[Signature]
Cr Kevin Stanley Ward Mayor

[Signature]

Date: *17 April 2011*

Mr Thomas Patrick O'Connor General Manager

GRACE MUNRO AGED CARE CENTRE LTD

The Common Seal of the Grace Munro Aged)
Care Centre Ltd was affixed, in accordance with)
its Constitution in the presence of:)

[Signature]
Chairperson

[Signature]
Company Secretary

Date: *8-8-11*

SCHEDULE 1

MANAGEMENT PLAN

MANAGEMENT OF THE FACILITY

The Manager shall assume complete responsibility for all aspects of Management including:

1. The day to day operation of the Facility in an efficient and effective manner through the appointed centre manager of Grace Munro Aged care Centre, with reporting system implemented to ensure effective communication with the Board of Directors
2. Payment of all operating costs, other than those specifically assumed by the Uralla Shire Council under the Management Agreement.
3. Interviewing/organising assessment of all potential residents.
4. Preparation of resident's documentation, including information/contracts.
5. Accounting and payroll.
6. Recruitment of Staff (with preference to suitable applicants from Bundarra and district) within EEO guidelines.
7. Compliance with relevant Award conditions and relevant IR requirements.
8. Provision of adequate training/education for all staff, volunteers and Board Directors including through accredited training bodies.
9. Implementation and maintenance (including training) of effective regulatory control, continuous improvement, occupational health and safety, infection control, fire safety and other required systems.
10. Accreditation and Certification – preparation, on-site audit and compliance.
11. Liaison with and meeting all reporting requirements to the Department of Health and Ageing.
12. Adherence to all aspects of the Aged care Act 1997 and associated legislation pertaining to resident care.
13. Replacement and upgrading of all external/internal fittings and equipment, e.g.
 - Beds
 - Mattresses
 - Furniture
 - Kitchen and Laundry equipment
 - Wheelchairs and other resident aids
 - Floor coverings
 - Soft furnishings
 - Painting – interior/exterior
 - Light fittings
 - Air conditioning
14. Provision of lawn and gardening services:

Specific Resident Care Management:

1. Aged Care Funding Instrument (ACFI) documentation, claiming, reconciliation and validation.
2. Implementation, control and repayment of Accommodation Bonds and Charges at rates determined by the Manager in conformity with Commonwealth regulations with all income derived directly by the facility.
3. Provision of all meals in compliance with Food Safety, aged persons and individual resident dietary requirements.
4. Provision of a Webster medication system.
5. Provision of incontinence products to high care residents.
6. Access to hairdressing services.
7. Supply of all utilities such as telephone and internet, electricity, gas and water and disposal of household garbage, wastewater, medical waste and sewerage.
8. Recruitment and training of a sound base of volunteers.
9. Provision of all recreational activities equipment such as craft materials, games, videos and other equipment used for resident activities.

SCHEDULE 2

STAFFING

STAFFING

1. A Centre Manager will be appointed to supervise all operational management, direct care staff and resident care.
2. A registered nurse will be engaged to comply with the requirement for RN clinical supervision of all high care residents.
3. Additional RN coverage will be made available through a negotiated agreement with Hunter New England Area Health Service during work hours.
4. On call emergency contacts will be implemented to provide support and supervision to direct care staff as required in the absence of the Centre Manager from the facility.
5. In the case of emergencies (e.g. where a resident sustains an obvious fracture or other life threatening event) an ambulance will be called.
6. All direct care staff, employed and volunteers, will have appropriate skills and qualifications and a training plan developed and monitored to ensure ongoing competency of required skill sets. All staff will be expected to be multi-skilled to perform all care and associated services (including personal care, housekeeping, assistance with meal preparation and laundry duties).
7. A dedicated cook position will be implemented with this position also being capable of multi-skilling.
8. A comprehensive Human Resource program will be implemented to ensure compliance with all required legislation, ongoing professional development of staff, performance monitoring and skill development.

Form: 07L
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 Licensee: LEAP Legal Software Pty Limited
 Firm name: Moin & Associates Pty Limited

LEASE

Leave this space clear. Affix additional pages to the top left-hand corner. 00038

New South Wales
 Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased
 4/753646

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference: <input style="width: 50%; border: none;" type="text"/>	L

(C) LESSOR

URALLA SHIRE COUNCIL

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

GRACE MUNRO AGED CARE CENTRE LTD

(F)

TENANCY:

- (G)**
1. **TERM:** 3 YEARS
 2. **COMMENCING DATE:** 1 OCTOBER 2015
 3. **TERMINATING DATE:** 30 SEPTEMBER 2018
 4. With an **OPTION TO RENEW** for a period of 3 YEARS set out in Item 1 of ANNEXURE A
 5. ~~With an OPTION TO PURCHASE set out in clause _____ of~~
 6. ~~Together with and reserving the RIGHTS set out in clause _____ of~~
 7. Incorporates the provisions or additional material set out in ANNEXURE(S) A and B hereto.
 8. ~~Incorporates the provisions set out in N/A No.~~
 9. The **RENT** is set out in item No 1 of ANNEXURE A

DATE:

(H) I certify that I am an eligible witness and that an authorised officer of the lessor signed this dealing in my presence.
[See note*** below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Grace Munro Aged Care Centre Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held: Director

Office held: Director

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at

in the State of New South Wales on

in the presence

of

Justice of the Peace (J.P. Number:)

Practising Solicitor

Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness:

Signature of :

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

DEED OF SUB-LEASE OF COMMERCIAL/INDUSTRIAL PREMISES

Lessor:	URALLA SHIRE COUNCIL of 32 Salisbury Street, Uralla NSW 2358PO Box 106, Uralla, NSW 2358	
Lessee:	GRACE MUNRO AGED CARE CENTRE LTD (ACN 140 582 912) of 2 Thunderbolts Way, Bundarra NSW 2358	
Property:	<i>Street address</i>	2 Thunderbolts Way, Bundarra NSW 2358
	<i>Nature of property</i>	Commercial
	<i>Title</i>	Lot 24 in DP 753646

The parties agree that other than for completion of the summary, any alterations and additions to the lease covenants in Annexure B of this lease will be made by way of addition at clause 2 of Annexure A.

1. Summary

- (a) **Term (clause 2)**
3 years.
- (b) **Further term (clause 2)**
3 years.
- (c) **Rent and GST (clause 3)**
- (i) \$35,000 per annum by monthly instalments of \$2,916.67.
 - (ii) Goods and services tax is payable by the lessee in addition to the rent.

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

(d) **Rent reviews (clause 3)**

Rent reviews	Sydney all groups CPI	Market	Percentage
1 st anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
2 nd anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
3 rd anniversary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
4 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
5 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%

(e) **Outgoings (clause 3)**

Total **outgoings** percentage payable by lessee is 100%. Outgoings are water rates, electricity and other utilities.

(f) **Bond (Clause 3)**

No bond or bank guarantee.

(g) **Interest on overdue money (Clause 3)**

10%.

(h) **Use (Clause 4)**

Aged care facility.

(i) **Insurance and indemnity (clause 7)**

Minimum public liability insurance: \$20 million.

2. Alterations or additions to Annexure B

(a) Clause 9 is deleted.

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

ANNEXURE B

Any alterations and additions to Annexure B should be made at clause 2 of Annexure A.

CONTENTS

Clause	Description
1	Definitions and interpretation
2	Term and further term and holding over
3	All agreements relating to money
4	Use
5	Assignment and subletting
6	Maintenance repairs alterations and additions

Clause	Description
7	Insurance and indemnity
8	Damage
9	Guarantors
10	Default
11	General agreements
	EXECUTION PAGE

1. Definitions and interpretation

- (a) The lessor includes its executors, administrators, successors, and assigns and for the purpose of giving any notice under this lease the managing agent appointed by the lessor from time to time.
- (b) The lessee includes its executors, administrators, successors and assigns.
- (c) The estate means the land and buildings and any extensions or alterations thereto of which the demised premises form part.
- (d) Any provision of this lease to be performed by 2 or more persons shall bind those persons jointly and severally.
- (e) Any reference in this lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.

- (f) Any reference in this lease to a month or monthly shall mean respectively calendar month and calendar monthly.
- (g) Reference to any authority, institute, association or body whether statutory or otherwise shall, in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other organization, be deemed to refer respectively to the organization established or constituted in lieu of or replacement for or which serves substantially the same purpose or objects of such authority, institute, association or body.

.....
Signed by the lessor

.....
Witness

.....
Signed by the lessee

.....
Witness

2. Term, further term and holding over

- (a) The term of this lease is as stated in **summary (a)** hereto commencing and terminating on the days shown on the front page hereof hereinafter called the commencement date and the termination date.
- (b) If the lessee desires to have a further lease of the demised premises granted to it for the further term specified in **summary (b)** hereof and gives to the lessor notice in writing to that effect not more than 6 months and not less than 3 months prior to the termination date then, provided at the date of the exercise of this option and at the termination date there is no subsisting breach by the lessee of the terms and conditions herein contained, the lessor shall grant to the lessee a lease of the demised premises for the further term specified in **summary (b)** hereto upon and subject to the same terms and conditions contained in this lease except this provision unless a further option is shown in **summary (b)** at a rental determined by the method specified in the table in **summary (d)**.
- (c) Should the lessee continue to occupy the demised premises after the termination date otherwise than pursuant to the grant of a further lease then he shall do so as a monthly tenant upon the same terms; and conditions hereof as are appropriate and such tenancy shall be determinable by either party giving to the other at any time 1 month notice in writing to that effect.

3. All agreements relating to money

(a) Rent and reviews of rent

- (i) For the first 1 year period of the term hereof the lessee will pay to the lessor, at its address appearing on the first page hereof or as the lessor shall from time to time in writing direct, without demand from the lessor and without any deduction whatsoever, a rent at the rate specified in **summary (c)** per annum such rent to be paid in advance by regular and consecutive monthly payments specified in **summary (c)** each on the first day of

each month during the term except the first and last payments which if necessary will be proportionate, the first being payable on the date of commencement of the term. PROVIDED ALWAYS that thereafter including any renewed term the rental shall be increased by the method specified in the table in **summary (d)**. In the event that the rent is to be increased in line with any increase in the Sydney all groups Consumer Price Index then the rent shall be increased by the same percentage as the percentage increase in such index for the year preceding the date of review. Provided that should at any time the consumer price index cease to be published then the lessor and lessee agree to replace the consumer price index with such other index as shall be published to replace the consumer price index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Sydney.

- (ii) If this lease provides for an option in **summary 1(b)** and **summary 1(d)** provides that the rent for the first year of the renewed term of the option period is to be reviewed to market then:
- (1) The lessee may, by notice to the lessor given within the period that begins 6 months before and ends 3 months before the last day on which the option may be exercised, request a determination of the current market rent, unless the lessor and the lessee have already agreed as to what the actual amount of that rent is to be;
 - (2) If the lessee makes such a request, the amount of the current market rent is to be determined in accordance with the provisions hereof, and the period within which the lessee must exercise the option is 21 days after the determination of rent is notified to the lessee in writing. If the determination of rent is not notified within 21 days before

the end of the term of the lease, the lessee may exercise the option within 21 days after the determination is notified in writing to the lessee, whether before or after the term of the lease, and the term of the lease is extended by the appropriate period to enable the lessee to exercise the option after the lease would otherwise expire;

- (3) The parties to the lease are to pay the costs of the determination of current market rent in equal shares; and
 - (4) If the term of the lease is 12 months or less, the periods of 6 months and 3 months in this clause are shortened to 3 months and 30 days respectively.
- (iii) In the event of the lessee requesting a determination of the market rental pursuant to the preceding paragraphs or in the event of the lessor and the lessee otherwise failing to agree on the new market rental, then the new market rental shall be determined by an independent valuer appointed by agreement between the lessor and lessee or failing agreement nominated by the proper officer of the New South Wales division of the Australian Institute of Valuers such valuer shall be deemed an expert and not an arbitrator and their decision shall be final and binding on both parties and their expenses shall be shared equally by the lessor and the lessee PROVIDED ALWAYS that if the independent valuer's rental determination is less than the rental payable immediately before the review then the lessor and lessee agree that the new rental shall default to that rental payable immediately before the review.
- (iv) In determining the current market rent that would reasonably be expected to be paid for the premises, the independent valuer must take the following matters into account:

(1) The provisions of the lease;

- (2) The rent that would reasonably be expected to be paid for the premises if it were unoccupied and offered for renting for the same or a substantially similar use to which the premises may be put under the lease;
- (3) The gross rent, less the lessor's outgoings payable by the lessee; and
- (4) That the current market rent is that expected to be paid as between a willing lessor and a willing lessee in an arm's length transaction where the parties are each acting knowledgeably, prudently and without compulsion.

- (v) The independent valuer must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.
- (vi) The lessor must provide the independent valuer with such information as the independent valuer reasonably requires in assisting with the determination of current market rent.
- (vii) The independent valuer's valuation is to be in writing and is to contain detailed reasons for the valuer's determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination.

(b) Defined outgoings

The lessee shall pay as and when they fall due their proportion of the outgoings defined in summary 0 hereof. In the event of failure by the lessee to pay such outgoings then the lessor may pay them and recover the amount paid from the lessee who shall be in default hereunder.

(c) Total outgoings

- (i) If applicable the lessee shall pay to the lessor that percentage specified in summary 0 of the total outgoings of the estate, a budget for which shall be calculated from time to time by the lessor or its managing agent and notice in writing of the amount of the contribution

shall be given to the lessee who shall pay such contribution by equal monthly instalments on the same days due for payment of rent. At the end of each year of the term of the lease an account shall be taken of the actual percentage of the actual outgoings and if different from the budgeted proportion of outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess payment will be refunded by the lessor to the lessee. The actual outgoings means the net amount paid or payable by the lessor having made allowance for any input tax credit available to the lessor.

- (ii) The expression 'the total outgoings of the estate' shall in this lease mean the aggregate of all the outgoings, costs and expenses of the lessor paid or payable or otherwise incurred by the lessor in respect of the land and buildings in the conduct, management, repair, renovation and maintenance thereof including but without limiting the generality of the foregoing the following:

- (1) All rates, taxes, excluding income tax but including land tax on a single holding basis, charges, assessments, duties, impositions and fees payable to any government, local government, semi-government or other competent authority, insurance including public risk and loss of rents insurance, costs inclusive of wages of the operation, supply, repair, renovation, maintenance, management, control and administration of the estate, its facilities, plant, equipment and services, strata title levies, charges for lighting, power and gas, cleaning, landscaping, security, and removal of wastes and garbage.

(d) Other expenditure

The lessee is to pay punctually for 10% of all water, gas, electricity, telephone, heat and other utilities that are provided to the premises:

100%

(e) Bond

The lessee shall either provide a bank guarantee for or pay to the lessor the amount specified in **summary (f)** as security for the due performance by the lessee of its covenants hereunder. A breach of covenant shall entitle the lessor to call upon the guarantee for or utilise such amount towards the cost of rectifying any breach otherwise the amount less any necessary expenditure shall be refunded to the lessee at the end of the lease and any guarantee released. A bank guarantee shall be in favour of the lessor, not have a termination date and shall be expressed to be security for the performance by the lessee of its obligations under the lease.

(f) Goods and services tax (GST)

- (i) The lessor shall provide the lessee with a tax invoice in relation to any taxable supply made to the lessee who shall pay to the lessor the applicable GST in addition to the cost of the supply.
- (ii) Rent is exclusive of GST which is payable in addition to the rent, unless rent is expressed to be inclusive of GST in the summary.
- (iii) The lessor must pass on to the lessee the benefit of any input tax credits received by the lessor in relation to any amount payable by the lessee to the lessor.

(g) Interest on overdue money

In the event of any rental or other money due by the lessee under this lease remaining unpaid for a period of 14 days after their due date then the lessee shall pay to the lessor interest at the rate specified in **summary (g)** on that money calculated from the due date until the date of payment and the lessor will be entitled to recover that money as if the same were rent in arrears.

(h) Costs

The lessee shall pay the lessor's legal costs and disbursements of this lease and of any guarantee surrender or assignment thereof.

4. Use

- (a) The lessee shall not use the demised premises otherwise than for the purpose stated in **summary (h)** hereto and shall comply with all requirements of law in relation thereto. The lessor does not in any way warrant that the demised premises are or will remain suitable or adequate for such purposes.
- (b) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the demised premises or the estate.
- (c) The lessee shall not store or use an inflammable or dangerous substance upon the demised premises or the estate unless a normal incident of the permitted use.
- (d) The lessee shall not do or permit to be done on the demised premises or in the estate anything which in the opinion of the lessor may become a nuisance or a disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of the estate nor to use the demised premises in any noisy, noxious or offensive manner.
- (e) The lessee shall not obstruct or interfere with any of the entrances or common areas of the estate.
- (f) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (g) The lessee shall secure the demised premises against unauthorised entry at all times when the demised premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and fasten same if the demised premises are left unsecured.

5. Assignment and subletting

- (a) The lessee covenants not to assign or sub-let or otherwise deal with the demised premises

without the prior written consent of the lessor, which consent shall not unreasonably be withheld. Such consent shall not be granted unless the lessee demonstrates to the reasonable satisfaction of the lessor that the proposed assignee or sub-lessee is of good repute, responsible of sound financial standing, experienced in the business to be conducted in the demised premises and capable of performing the obligations of the lessee under the terms of this lease, and provided that there are no subsisting breaches by the lessee of the terms of this lease at the time of assignment or subletting, and provided further that in the case of an assignment the lessee procures the execution by the assignee of an assignment of this lease in a form approved by the lessor, and the lessee pays all costs incurred by the lessor whether the proposed assignment proceeds to completion or not. In the event of the proposed assignee being a company then the lessor may require guarantees of the directors and/or shareholders of such company.

- (b) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.

6. Maintenance repairs alterations and additions

- (a) The lessee shall keep the interior of the demised premises and all fixtures and fittings therein in a state of good repair having regard to their condition at the commencement of the lease. Fair wear and tear and damage caused by fire, flood, storm or tempest excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the demised premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and

repair contracts that are reasonably required by the lessor.

- (b) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee 2 days previous notice, enter upon the demised premises and view the state of repair thereof and may serve upon the lessee at the demised premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing it shall be lawful for the lessor from time to time to enter and execute the required repairs.
- (c) After each 3 years of the term hereof the lessee shall repaint and redecorate such part of the interior of the demised premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the demised premises and all non-operative light fittings and shall regularly clean the demised premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the demised premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all heating, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of demised premises by the lessee.
- (f) The lessee shall comply with all statutory requirements affecting the demised premises and will comply with any notices or orders which may be given by any authority in respect of the use of the demised premises by the lessee PROVIDED THAT the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's particular use or occupation of the demised premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the demised premises in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein and will regularly clean and

service any grease traps provided for the use of the demised premises.

- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing as if the cost was unpaid rental hereunder.

7. Insurance and indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:
 - (i) A policy of public risk insurance applicable to the demised premises and the building and the business carried on therein for an amount of not less than the amount specified in summary (i);
 - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee, its servants, agents, licensees or invitees; and
 - (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the demised premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of the Insurance Council of Australia, the Fire & Rescue NSW and the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does, or omits to do, anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.

8. Damage

- (a) If during the currency of this lease the demised premises or a substantial part thereof is destroyed so substantially as to be wholly unfit for occupation by the lessee then the rental hereby reserved shall abate and this lease and the term hereby created may if the lessor so elects and of its election in writing notifies the lessee within 1 month of the destruction or damage be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of 3 months from such occurrence commence to restore the demised premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the demised premises or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the demised premises shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or his servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2010.

9. Guarantors

In consideration of the lessor, at the request of the persons named in summary Error! Reference source not found., 'the guarantors' which expression shall include their executors, administrators, successors and assigns entering into this lease with the lessee the guarantor covenants and agrees with the lessor:

- (a) That they will be jointly and severally liable to the lessor for the due payments of all money under this lease and the due performance of all covenants and conditions of this lease on the part of the lessee to be performed;
- (b) That they will remain liable to the lessor notwithstanding that:
- (i) The lessor has exercised all or any of its rights under the lease; or
 - (ii) The lessor has not made prior demand upon the lessee; or
 - (iii) The granting of time or any other indulgence to the lessee and notwithstanding the death or insolvency of the lessee;
- (c) That they will be primarily liable as if named as the lessee herein;
- (d) That their liability will not in any way be conditional upon the validity or enforceability of the covenants and agreements herein contained against any other person and will continue until all money has been paid and all obligations have been satisfied; and
- (e) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease and this guarantee shall enure for the benefit of the lessor, its executors, administrators and assigns.

10. Default

- (a) If at any time during the term of this lease, or any extension thereof, the lessee shall fail to comply with the essential terms of this lease, to pay any rent or other money payable by the lessee to the lessor within 14 days of the due date for payment of such money, although no formal demand therefore has been made, or default in the fulfilment of any covenant condition or stipulation expressed or implied in this lease on the part of the lessee to be performed relating to essential matters such as use, assignment, subletting, repair and maintenance and such default is continued for the space of 14 days after written notice by the lessor to the lessee at its address appearing on

the first page hereof to rectify such default or if repairs required by any notice to repair are not completed within the time therein specified, then in any such case the lessor may re-enter upon the demised premises or any part thereof in the name of the whole, forcibly if necessary, and thereby determine the estate of the lessee. Within 7 days of determination of the estate of the lessee the lessee shall remove its fixtures, fittings and goods from the demised premises, failing which, such fixtures, fittings and goods as have not been removed by the lessee shall be forfeited to the lessor and shall become the property of the lessor. The lessor shall re-let the demised premises as soon as practicable after determination of the lease at the best rent obtainable. The lessor may recover all arrears of rent, all loss of rental incurred as a result of the determination of the lease, all costs and expenses associated with the removal of the lessee's fixtures, fittings and goods and the restoration of the demised premises to a rentable condition, fair wear and tear and damage caused by fire, flood, storm and tempest, excepted damages for breach of any covenant contained in the lease any other money owed by the lessee to the lessor and any other expenses of the lessor resulting from the determination of the lease.

- (b) Should the lessor become entitled to re-enter and take possession of the demised premises and determine this lease then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for him in his name and as his act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and procure the registration of a surrender of this lease and to register this power of attorney and do any matter or thing which may be required to give full effect thereto.

11. General agreements

(a) Alterations

The lessee shall not affect any alterations or additions to the demised premises without the written consent of the lessor.

(b) Remove fixtures

The lessee shall upon the expiration or sooner determination of this lease remove its fixtures, fittings and goods and make good any damage to the premises or the estate caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(c) Hours

The lessee shall not occupy or permit the demised premises to be occupied or used outside the hours as are from time to time stipulated by law.

(d) Signage

The lessee shall not place any sign, advertisement, name or notice on any part of the demised premises or the estate without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(e) Infrastructure repair by lessor

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the demised premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(f) Prospective tenants or purchasers

The lessee will at all reasonable times permit the lessor to show the demised premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(g) Service

Any notices or documents required to be served under this lease may be served in the manner described in the Conveyancing Act or may be left at the address of the lessor or lessee shown on the front page hereof unless otherwise notified by either party in writing.

(h) Strata

In the event of the lessor wishing to effect a Strata subdivision of the estate then the lessor may carry out such works as are required by the responsible authorities PROVIDED THAT in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(i) Severance

The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid, then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(j) Use of common property

The lessee shall have the right, in common with other lessees of other parts of the premises of which the demised premises form part, to use the common property in and about the demised premises in accordance with the regulations which may be made from time to time by the lessor for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within the estate.

(k) Quiet enjoyment

The lessor doth hereby covenant with the lessee that they paying the rent hereby reserved and performing the covenants hereinbefore on their part contained shall and may peaceably possess and enjoy the demised premises for the term hereby granted, without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by, from or under them.

.....
Signed by the lessor

.....
Signed by the lessee

.....
Witness

.....
Witness

EXECUTION PAGE**EXECUTED AS A DEED**

SIGNED SEALED & DELIVERED BY URALLA SHIRE)
COUNCIL by its authorised officer in the)
 presence of:

.....
 Signature of authorised officer

.....
 Signature of witness

Authorised officer's name: ...
 Authority of officer: ...

.....
 Print name of witness

EXECUTED by GRACE MUNRO AGED CARE)
CENTRE LTD (ACN 140 582 912) by authority)
 of Section 127 of the Corporations Act (Cth)
 2001:

.....
 Director

.....
 Director

.....
 Name

.....
 Name

Moin & Associates

00052

Pty Limited ABN 67 098 920 971
Pastoral Chambers 111 Faulkner Street
PO Box 1226, Armidale NSW 2350 DX 6032 Armidale
Telephone (02) 6772 4899 Facsimile (02) 6772 5611

Our Ref: GM:RAM:20160128

2 March 2016

Ms Olivia Wood
Uralla Shire Council
PO Box 106
URALLA NSW 2358

Dear Ms Wood,

AGREEMENT WITH GRACE MUNRO AGED CARE CENTRE LTD Advice on installation of new sprinkler system

I refer to our correspondence of today's date.

I confirm that Council has sought our advice in relation to whether it has an obligation to cover the cost of installation of a new fire sprinkler system at the Grace Munro Aged Care Centre.

In order to provide the advice, you have provided me with:

- a) Council's report dated 24 May 2004;
- b) The management agreement between Council and Grace Munro Aged Care Centre Ltd dated 2010;
- c) Memorandum of Understanding between Council and Grace Munro Aged Care Centre Ltd dated 2010 ("MOU"); and,

I also have the lease between the parties drafted by our firm and recently executed by Grace Munro Aged Care Centre Ltd. I note my instructions that Grace Munro Aged Care Centre Ltd took over the aged care facility as the approved provider in or about 2010. I have reviewed the list of approved providers at 30 June 2012 and note that it confirms these instructions. A copy is **enclosed** for your records.

Summary of advice

The *Environment Planning & Assessment Act* ("EPA Act") requires any entity operating an aged care facility after 1 January 2013 to install a fire sprinkler system that is compliant with the new fire safety standards.

Although Grace Munro Aged Care Centre Ltd was the approved provider on this date, and would normally be responsible for installing the new fire sprinkler system, this obligation is overridden by the management agreement that was in effect in 2013.

Accordingly, it is Council's responsibility to cover the cost of the installation.

Management Agreement

The management agreement has now been superseded by the lease agreement currently being executed by the parties.

Nonetheless, it was in operation in 2013 and clause 9 of the agreement provided that Council was to be responsible for the Certification and Accreditation requirements at its own cost. The Quality of Care Principles 2014 requires all approved care providers to ensure compliance with relevant legislation (schedule 2).

MOU

The MOU does make reference to the sharing of costs relating to maintenance and monitoring by the fire board, however an MOU is not legally binding.

Legislation

Residential aged care centres and their fire safety obligations are covered by Division 7B of Part 9 of the EPA Act.

The EPA Act requires that approved providers operating an aged care facility prior to 1 January 2013 must install compliant fire sprinkler systems by the nominated date, either 1 September 2014 or 1 March 2016.

This date could be postponed, and I am instructed that it has been postponed to August 2016.

The updated fire sprinkler system requirements were as a result of a highly publicised fire at an aged care facility in Sydney. I am instructed that the system in place on 1 January 2013 did not comply with these new requirements, hence the need to replace the system.

Lease

The lease do not address the issue of fire sprinklers.

I trust this clarifies matters for you.

Should you have any questions or queries then please do not hesitate to contact me.

Yours faithfully

MOIN & ASSOCIATES PTY LIMITED



Greg Moin

Contact: Richard Morris

email: mmorris@moin.com.au

Agency Name	Agency Address	Agency City	Agency State	Agency Zip	Agency Phone	Agency Fax	Agency Email	Agency Website	Agency Type	Agency Status	Agency Date	Agency Notes
Alabama	1000 North 17th Street	Montgomery	AL	36104	(205) 261-1000	(205) 261-1000	alabama@alabama.gov	alabama.gov	State Government	Active	2000-01-01	
Alaska	1400 West 7th Avenue	Juneau	AK	99801	(907) 586-1000	(907) 586-1000	alaska@alaska.gov	alaska.gov	State Government	Active	2000-01-01	
Arizona	1700 North Central Avenue	Phoenix	AZ	85004	(602) 254-1000	(602) 254-1000	arizona@arizona.gov	arizona.gov	State Government	Active	2000-01-01	
Arkansas	100 North Capitol Avenue	Little Rock	AR	72201	(501) 222-1000	(501) 222-1000	arkansas@arkansas.gov	arkansas.gov	State Government	Active	2000-01-01	
California	1500 North Main Street	Sacramento	CA	95833	(916) 227-1000	(916) 227-1000	california@california.gov	california.gov	State Government	Active	2000-01-01	
Colorado	100 North Capitol Avenue	Denver	CO	80202	(303) 733-1000	(303) 733-1000	colorado@colorado.gov	colorado.gov	State Government	Active	2000-01-01	
Connecticut	100 North Main Street	Hartford	CT	06103	(860) 424-1000	(860) 424-1000	connecticut@connecticut.gov	connecticut.gov	State Government	Active	2000-01-01	
Delaware	100 North Main Street	Dover	DE	19901	(302) 739-1000	(302) 739-1000	delaware@delaware.gov	delaware.gov	State Government	Active	2000-01-01	
Florida	100 North Main Street	Tallahassee	FL	32301	(904) 492-1000	(904) 492-1000	florida@florida.gov	florida.gov	State Government	Active	2000-01-01	
Georgia	100 North Main Street	Atlanta	GA	30334	(404) 462-1000	(404) 462-1000	georgia@georgia.gov	georgia.gov	State Government	Active	2000-01-01	
Hawaii	100 North Main Street	Honolulu	HI	96813	(808) 551-1000	(808) 551-1000	hawaii@hawaii.gov	hawaii.gov	State Government	Active	2000-01-01	
Idaho	100 North Main Street	Boise	ID	83725	(208) 333-1000	(208) 333-1000	idaho@idaho.gov	idaho.gov	State Government	Active	2000-01-01	
Illinois	100 North Main Street	Springfield	IL	62761	(217) 243-1000	(217) 243-1000	illinois@illinois.gov	illinois.gov	State Government	Active	2000-01-01	
Indiana	100 North Main Street	Indianapolis	IN	46204	(317) 232-1000	(317) 232-1000	indiana@indiana.gov	indiana.gov	State Government	Active	2000-01-01	
Iowa	100 North Main Street	Des Moines	IA	50319	(515) 281-1000	(515) 281-1000	iowa@iowa.gov	iowa.gov	State Government	Active	2000-01-01	
Kansas	100 North Main Street	Topeka	KS	66601	(785) 466-1000	(785) 466-1000	kansas@kansas.gov	kansas.gov	State Government	Active	2000-01-01	
Kentucky	100 North Main Street	Frankfort	KY	40601	(502) 625-1000	(502) 625-1000	kentucky@kentucky.gov	kentucky.gov	State Government	Active	2000-01-01	
Louisiana	100 North Main Street	Baton Rouge	LA	70801	(504) 382-1000	(504) 382-1000	louisiana@louisiana.gov	louisiana.gov	State Government	Active	2000-01-01	
Maine	100 North Main Street	Oxford	ME	04457	(207) 873-1000	(207) 873-1000	maine@maine.gov	maine.gov	State Government	Active	2000-01-01	
Maryland	100 North Main Street	Annapolis	MD	21401	(410) 326-1000	(410) 326-1000	maryland@maryland.gov	maryland.gov	State Government	Active	2000-01-01	
Massachusetts	100 North Main Street	Springfield	MA	01103	(417) 734-1000	(417) 734-1000	massachusetts@massachusetts.gov	massachusetts.gov	State Government	Active	2000-01-01	
Michigan	100 North Main Street	Lansing	MI	48201	(313) 237-1000	(313) 237-1000	michigan@michigan.gov	michigan.gov	State Government	Active	2000-01-01	
Minnesota	100 North Main Street	St. Paul	MN	55101	(612) 222-1000	(612) 222-1000	minnesota@minnesota.gov	minnesota.gov	State Government	Active	2000-01-01	
Mississippi	100 North Main Street	Jackson	MS	39201	(601) 261-1000	(601) 261-1000	mississippi@mississippi.gov	mississippi.gov	State Government	Active	2000-01-01	
Missouri	100 North Main Street	Jefferson City	MO	64501	(314) 254-1000	(314) 254-1000	missouri@missouri.gov	missouri.gov	State Government	Active	2000-01-01	
Montana	100 North Main Street	Helena	MT	59601	(406) 442-1000	(406) 442-1000	montana@montana.gov	montana.gov	State Government	Active	2000-01-01	
Nebraska	100 North Main Street	Lincoln	NE	68501	(402) 442-1000	(402) 442-1000	nebraska@nebraska.gov	nebraska.gov	State Government	Active	2000-01-01	
Nevada	100 North Main Street	Carson City	NV	89601	(702) 462-1000	(702) 462-1000	nevada@nevada.gov	nevada.gov	State Government	Active	2000-01-01	
New Hampshire	100 North Main Street	Concord	NH	03301	(603) 271-1000	(603) 271-1000	newhamphshire@newhamphshire.gov	newhamphshire.gov	State Government	Active	2000-01-01	
New Jersey	100 North Main Street	Trenton	NJ	08646	(609) 292-1000	(609) 292-1000	newjersey@newjersey.gov	newjersey.gov	State Government	Active	2000-01-01	
New Mexico	100 North Main Street	Santa Fe	NM	87501	(505) 241-1000	(505) 241-1000	newmexico@newmexico.gov	newmexico.gov	State Government	Active	2000-01-01	
New York	100 North Main Street	Albany	NY	12242	(518) 474-1000	(518) 474-1000	newyork@newyork.gov	newyork.gov	State Government	Active	2000-01-01	
North Carolina	100 North Main Street	Raleigh	NC	27601	(919) 477-1000	(919) 477-1000	northcarolina@northcarolina.gov	northcarolina.gov	State Government	Active	2000-01-01	
North Dakota	100 North Main Street	Bismarck	ND	58501	(701) 224-1000	(701) 224-1000	northdakota@northdakota.gov	northdakota.gov	State Government	Active	2000-01-01	
Ohio	100 North Main Street	Columbus	OH	43260	(614) 265-1000	(614) 265-1000	ohio@ohio.gov	ohio.gov	State Government	Active	2000-01-01	
Oklahoma	100 North Main Street	Oklahoma City	OK	73101	(405) 505-1000	(405) 505-1000	oklahoma@oklahoma.gov	oklahoma.gov	State Government	Active	2000-01-01	
Oregon	100 North Main Street	Salem	OR	97331	(503) 325-1000	(503) 325-1000	oregon@oregon.gov	oregon.gov	State Government	Active	2000-01-01	
Pennsylvania	100 North Main Street	Harrisburg	PA	17101	(717) 782-1000	(717) 782-1000	pennsylvania@pennsylvania.gov	pennsylvania.gov	State Government	Active	2000-01-01	
Rhode Island	100 North Main Street	Providence	RI	02901	(401) 277-1000	(401) 277-1000	rhodeisland@rhodeisland.gov	rhodeisland.gov	State Government	Active	2000-01-01	
South Carolina	100 North Main Street	Columbia	SC	29201	(803) 253-1000	(803) 253-1000	southcarolina@southcarolina.gov	southcarolina.gov	State Government	Active	2000-01-01	
South Dakota	100 North Main Street	Pierre	SD	57501	(605) 773-1000	(605) 773-1000	southdakota@southdakota.gov	southdakota.gov	State Government	Active	2000-01-01	
Tennessee	100 North Main Street	Nashville	TN	37201	(615) 251-1000	(615) 251-1000	tennessee@tennessee.gov	tennessee.gov	State Government	Active	2000-01-01	
Texas	100 North Main Street	Austin	TX	78701	(512) 462-1000	(512) 462-1000	texas@texas.gov	texas.gov	State Government	Active	2000-01-01	
Utah	100 North Main Street	Salt Lake City	UT	84101	(801) 222-1000	(801) 222-1000	utah@utah.gov	utah.gov	State Government	Active	2000-01-01	
Vermont	100 North Main Street	Montpelier	VT	05601	(802) 222-1000	(802) 222-1000	vermont@vermont.gov	vermont.gov	State Government	Active	2000-01-01	
Virginia	100 North Main Street	Richmond	VA	23219	(804) 781-1000	(804) 781-1000	virginia@virginia.gov	virginia.gov	State Government	Active	2000-01-01	
Washington	100 North Main Street	Olympia	WA	98501	(360) 352-1000	(360) 352-1000	washington@washington.gov	washington.gov	State Government	Active	2000-01-01	
West Virginia	100 North Main Street	Charleston	WV	25301	(304) 536-1000	(304) 536-1000	westvirginia@westvirginia.gov	westvirginia.gov	State Government	Active	2000-01-01	
Wisconsin	100 North Main Street	Madison	WI	53701	(608) 261-1000	(608) 261-1000	wisconsin@wisconsin.gov	wisconsin.gov	State Government	Active	2000-01-01	
Wyoming	100 North Main Street	Cheyenne	WY	82001	(307) 234-1000	(307) 234-1000	wyoming@wyoming.gov	wyoming.gov	State Government	Active	2000-01-01	

Moin & Associates

Tax Invoice

Pastoral Chambers, 111 Faulkner Street
 (PO Box 1226) Armidale NSW 2350
 Ph: (02) 6772 4899 Fax: (02) 6772 5611

ABN	Date	Invoice #
67 098 920 971	02-March-2016	12217

Bill To
Ms O Wood Uralla Shire Council PO Box 106 URALLA NSW 2358

Due Date	Matter No.	Matter
17 March 216	20160128	Advice

Professional Fees

Description	GST Amt	Amount
TO OUR PROFESSIONAL COSTS OF acting for you in relation to providing advice on the installation a fire safety system at the Grace Munro Aged Care Centre; all related attendances, correspondence, advices and perusals.	\$45.00	\$450.00

Subtotal	+ GST	- Already Received	= BALANCE DUE
\$450.00	\$45.00	\$0.00	\$495.00

If this account is not paid within 30 days it will accrue interest at the Reserve Bank cash rate target plus 2%.

PAYMENT OPTIONS

We prefer payment by Electronic Funds Transfer:

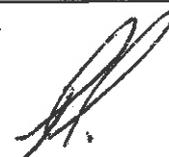
Our ANZ account details are as follows:

Account Name: Moin & Associates BSB: 012-510 Account Number: 479594276

Please include your matter number as the reference.

We can also accept payment by credit card (Visa & Mastercard) over the phone. Please phone 02 6772 4899.

Credit card payments will incur a 1.47% Merchant Fee which has been imposed by the bank.



Moin & Associates

Tax Invoice

Notification of Client's Rights

You may request an itemised bill from us after receiving a bill that is not itemised or is partially itemised within 60 days after that bill was given to you.

In the event of a dispute in relation to legal costs you may:

- seek the assistance of the NSW Commissioner;
- have the costs assessed.

A complaint to the NSW Commissioner, in relation to this bill, must be made within the required period of 60 days after the legal costs become payable or if an itemised bill was requested, 30 days after that request was complied with. The NSW Commissioner may waive the time requirement if satisfied that the complaint is made within 4 months after the required period and it is just and fair to deal with the complaint, having regard to the delay and reasons for the delay.

An application for costs assessment must be made within 12 months after:

- (a) the bill was given to you, or the request for payment was made to you, the third party payer or other law practice; or
- (b) the legal costs were paid if neither a bill nor a request was made.

We may give you an interim bill covering part only of the legal services we were retained to provide. Legal costs that are the subject of an interim bill may be assessed either at the time of the interim bill or at the time of the final bill, whether or not the interim bill has previously been assessed or paid.

If this is a lump sum bill and you request an itemised bill, which exceeds the amount specified in this lump sum bill, the additional costs may be recovered from you only if the costs are determined to be payable after a costs assessment or after a binding determination of the NSW Commissioner.

Interest

Interest will be charged on unpaid legal costs in accordance with the terms of our costs agreement. Should the costs agreement not deal with the charging of interest, we will charge interest on legal costs which remain unpaid 30 days after giving you this bill, in accordance with the Legal Profession Uniform Law (NSW). The rate of interest is the Cash Rate Target stipulated by the Reserve Bank of Australia as at the date of this bill plus 2%.

.....
Responsible principal of law practice, or if not signed by a responsible principal,

the responsible principal is

Department: Governance & Information and Community & Culture
Submitted by: Manager Governance and Information
Reference: 1.16.05.03
Subject: Uralla Shire Community Grants Program

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: A diverse and creative culture.
Strategy: Lobby government, companies and other individuals to secure funding for cultural and creative expression fields.
Action: Development of a cultural/community grant application assistance program to support events and community projects.

SUMMARY:

The purpose of this report is to inform Council of the outcome of Round Two of the 2015/16 Uralla Shire Community Grants Program.

COMMITTEE'S RECOMMENDATION:

That:

Council approve the Community Grants Round Two 2015-16 funding allocations to:

- **Kingstown Preschool \$1200**
- **Uralla Neighbourhood Centre \$1000**

OFFICER'S RECOMMENDATION:

That:

1. Council approve the Community Grants Round Two 2015-16 funding allocation to a total of \$2400.00 as per the Community Grants Assessment Panel recommendation.

BACKGROUND:

The Uralla Shire Community Grants Program Policy was approved at the July, 2015 meeting of Council and subsequently placed on public exhibition for 14 days. The program was then opened throughout the month of October for submissions to Round One of the 2015 - 16 Financial Year with promotion via media release and the Council website and newsletter. Round Two was opened throughout the month of March and extended for two weeks into April 2016, again promoted via Media Release, through the Newsletter and Council Website to the Community.

REPORT:

Council received a total of three submissions to the program for Round Two of the 2015 - 16 Financial Year. Of these, all three submissions were from local groups or organisations.

The Committee members assessing the applications included:

Clr Michael Pearce	Mayor
Clr Bob Crouch	Deputy Mayor
Clr Isabel Strutt	Councillor
Ms Rechelle Leahy	Manager Governance and Information
Mr Owen Johns	Director Infrastructure and Regulation

No pecuniary interests were declared in the meeting.

All submissions, with amounts requested and funding purpose, are listed in the follow table:

Group/Organisation	Amount requested (\$)	Purpose
Kingstown Pre-School	\$3000.00	Inaugural Fund raising Uralla to Kingstown Lazy Sunday Cycle and car boot sale to assist in self funding the Kingstown Pre-School.
Uralla Neighbourhood Centre – Kung Fu and Exercise Group	\$2905.00	To provide equipment to support local fitness, martial arts and exercise groups. Equipment including: jigsaw floor mats to protect where hard wooden floor is not appropriate, protective equipment for martial arts training to ensure students are safe.
Uralla Women's Bowling Club	\$200.00	Donation requested towards the running of the Thunderettes 3 Bowls Pairs Spring Carnival.
Total Requested	\$6105.00	

All submissions were assessed by the Uralla Community Grants Assessment Committee against the criteria as listed in the Uralla Shire Community Grants Program Guidelines. Each of the three applicants were found eligible.

The total Grant Funding available for the 2015-2016 Community Grants Program was \$7000.00. Round one granted \$5,214.85 to two individuals and four groups/organisations, leaving \$2435.15 available to grant in Round two.

Outcomes of the assessments, with approved amounts, approved funding purposes and conditions, are listed in the following table:

Group/Organisation	Amount	Purpose
Kingstown Pre-School	\$1200.00	Purpose: As stated above
Uralla Neighbourhood Centre – Kung Fu and Exercise Group	\$1000.00	Purpose: As stated above
Uralla Women's Bowling Club	\$200.00	Purpose: As stated above
Total approved	\$2400.00	

Once the funding allocation is approved and a resolution is passed by Council approving the grants, letters of grant will be forwarded to the successful applicants along with conditions and offer acceptance documentation to be signed and returned to Council.

It should be noted that through the Community Grants Program for 2015-16 the Council has been able to assist two individuals and seven community groups / organisations with substantial funding to achieve their goals and fund important events to further develop the social fabric of Uralla's community.

COUNCIL IMPLICATIONS:

- 1. Community Engagement/ Communication**
N/A

2. Policy and Regulation

- *Community Grants Policy;*
- *Local Government Act 1993;*
- *Local Government Regulations (General) 2005;*

3. Financial (LTFP)

Funding approvals as per program budget. An allocation of a total of \$7,000 for the Community Grants Program rounds one and two.

4. Asset Management (AMS)

N/A.

5. Workforce (WMS)

N/A

6. Legal and Risk Management

N/A

7. Performance Measures

Successful completion of projects as reported via grant acquittal submitted within 60 days of completion of project.

8. Project Management

Manager of Governance and Information

George Cowan

Acting General Manager

Prepared by staff member:

Rechelle Leahy

Approved/Reviewed by Manager:

George Cowan

Department:

Governance and Information & Community and Culture

Attachments:

Nil

Department: Governance & Information and Community & Culture
Submitted by: Manager Governance and Information
Reference: 1.16.05.04
Subject: Sponsorship Request - Thunderbolts Festival

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: A diverse and creative culture.
Strategy: Work with the community and other partners to develop major cultural and community events and festivals.
Action: Work with Council's consultative panels to encourage events in the shire.

SUMMARY:

The purpose of this report is to present to Council a request for sponsorship received from the Thunderbolts Festival Committee in the amount of \$12,000, and further to present the request from the Festival Committee to be a Specific Purpose Committee as part of the Uralla Shire Council Strategic Management Plan.

COMMITTEE'S RECOMMENDATION:

That:

1. Council enter into a sponsor agreement with the Thunderbolts Festival Committee, conditional on items (a), (b), (c) and (d) below;

(a) A requirement that Uralla Shire Council be showcased as the major sponsor on all event and promotional material;

(b) A requirement that Uralla Shire Council be permitted to set-up a pop-up visitor information centre in a high traffic location in Alma Park for the Thunderbolts Festival;

(c) A full event management plan and risk management plan be satisfactorily completed and supplied to Council along with any other Council required documents before the end of September including Certificates of Currency for all insurances covering the Festival and the associated Rodeo;

(d) A written report including financials be provided to Council following the completion of the event, including a summary of the economic benefits to the Uralla Shire from the event covering matters such as participant numbers and demographic information of visitors.

2. That Council provide sponsorship to the value of \$10,000 in cash to the 2016 Thunderbolts Festival, equalling the amount of sponsorship provided in 2015 or a variation thereof as deemed appropriate by Council;

3. Council provide non-cash sponsorship in the form of the following:

(a) the provision of and collection of garbage bins;

(b) the erection and removal of promotional banners on Council's flag poles;

(c) the supply, erection and removal of barrier mesh at the rodeo site;

(d) traffic control and road closures.

4. Council refuse the request for the Thunderbolts Festival to become a Special Purpose Committee.

OFFICER'S RECOMMENDATION:

That:

1. Council enter into a sponsor agreement with the Thunderbolts Festival Committee, conditional on items (a), (b), (c) and (d) below;

(a) A requirement that Uralla Shire Council be showcased as the major sponsor on all event and promotional material;

(b) A requirement that Uralla Shire Council be permitted to set-up a pop-up visitor information centre in a high traffic location in Alma Park for the Thunderbolts Festival;

(c) A full event management plan and risk management plan be satisfactorily completed and supplied to Council along with any other Council required documents before the end of September including Certificates of Currency for all insurances covering the Festival and the associated Rodeo;

(d) A written report including financials be provided to Council following the completion of the event, including a summary of the economic benefits to the Uralla Shire from the event covering matters such as participant numbers and demographic information of visitors.

2. That Council provide sponsorship to the value of \$10,000 in cash to the 2016 Thunderbolts Festival, equalling the amount of sponsorship provided in 2015 or a variation thereof as deemed appropriate by Council;

3. Council provide non-cash sponsorship in the form of the following:

(a) the provision of and collection of garbage bins;

(b) the erection and removal of promotional banners on Council's flag poles;

(c) the supply, erection and removal of barrier mesh at the rodeo site;

(d) traffic control and road closures.

4. Council refuse the request for the Thunderbolts Festival to become a Special Purpose Committee.

BACKGROUND:

A request for sponsorship from the Thunderbolts Festival Committee has recently been received by Council, requesting Council to make a donation of \$12,000 in cash and a number of other non-cash provisions for the staging of the 2016 event to be held on 29 October 2016.

Further the Thunderbolts Festival Committee have requested that they are considered to become a Special Purpose Committee as part of the Uralla Shire Council Strategic Management Plan.

The Thunderbolts Festival is one of Uralla's major annual community events and is held in conjunction with the Oxley Riders Bail Up Poker Run and the Bulls & Broncs Spectacular. The

Thunderbolts Festival Committee is an all volunteer group of Uralla residents who support the event, some of whom have been involved since the inception of the event in 1998. Committee Members receive no remuneration from the event.

The event attracts up to 5000 visitors to Uralla over two weekends and celebrates the history and heritage of Uralla. It as an excellent opportunity for businesses to raise their profile to the broader community and prides itself on being an event that is an inexpensive day out for all ages. The Committee states that the school and not-for-profit groups report this event to be their single biggest fund raiser each year.

The main events held each year include the Street Parade, market stalls in Alma Park, live music and Billycart Derby. There are also other attractions such as freestyle motor-cross bike performances acrobatic performances, dog demonstrations, rock climbing wall, giant slide and jumping castle.

REPORT:

In previous years the Council has sponsored the Thunderbolts Festival in varying amounts as much as \$23,000 to last years sponsorship of \$10,000. This year the Committee has requested that Council sponsor the Festival to the amount of \$12,000 plus in kind, non-cash assistance.

The Infrastructure and Regulation business area and the Chief Financial Officer have reviewed the request for the in-kind support and have provided the following information:

**Thunderbolts Festival Related Cost
Year 2015-2016**

Donation	10,000.00
Wages	\$2,209.81
Overtime	\$945.43
Material	\$444.90
Plant hire charge	\$409.54
Total	14,009.68

Amount booked in Uralla Events Staging & Promotion (Master GL) during September to November considered as the cost related to Thunderbolts festival

The above costings covered garbage bins, promotional banner installation, barrier mesh and road closures.

The below is the estimated cost for 2016:

Donation	12000
Services provided as per 2015/16	4009.68
plus:-	
Provision of marquees, chairs	900
Waive fee for Alma Park	50
Council water truck (8 hrs over 4 days)	880
Supply of marking paint	100
Electricity	100
Total	18039.68

In 2015 the in-kind request totalled \$4009.68 and in 2016 this would increase to \$6039.68.

The amount of in-kind, non-cash assistance provided by Council is not insubstantial and should be taken into account when Council is considering the cash amount that it is willing to provide as sponsorship to the event.

The attached letter was received requesting the current sponsorship, it is noted that no budget outline or event management plan has been provided detailing how the event will be managed in 2016.

The Thunderbolts Festival Committee has requested the following in-kind assistance:

- (a) the provision of and collection of garbage bins;
- (b) the installation and removal of promotional banners on Council's banner poles;
- (c) the supply and pick up of barrier mesh, star pickets and dolly;
- (d) Road closures and traffic control as per traffic plan to be submitted through Council Traffic Committee:
 - Highway closure for street parade (Federal Highway)
 - Local road closure for the event
 - A combination of SES, Police and Council staff for traffic and crowd control
- (e) Use of marquees, chairs and tables from the Neighbourhood Centre, Council to collect, drop off to Alma Park and return;
- (f) Council hire fee for the use of Alma Park be waived;
- (g) Council water truck for Rodeo arena;
- (h) Supply of marking paint;
- (j) Insert and printing of Festival program into Council Newsletter October edition;
- (k) Envelopes and postage;
- (l) Photocopying of Market entry forms and invitation letters, Street Parade entry forms and invitation letters and Billycart Derby entry forms;
- (m) Insurance for the Festival (organisers to provide quotes to assist Council staff) cost for 2015 event being \$2335.00, perhaps this may be avoided if the committee were to become a Specific Purpose Committee;
- (n) Use of Council ABN;
- (o) Use of P O Box 106;
- (p) The need for support by way of the Visitor Information Centre phone number for return address of entry forms, drop off point and point of contact for enquiries regarding available accommodation and event activities, take messages pass these or any emails on to organisers or refer to TF website.
- (q) To be listed on Council website under events with reference to TF website (link)
- (r) Council staff contact person to be available throughout the day by phone for any amenities issues.
- (s) Access and supply of electricity via all power outlets in Alma Park.

It is recommended that of the above in-kind assistance requested that the following is excluded due to expense and liability issues related to assisting the event in the form requested:

- (m) Insurance for the Festival (organisers to provide quotes to assist Council staff) cost for 2015 event being \$2335.00, perhaps this may be avoided if the committee were to become a Specific Purpose Committee;
- (n) Use of Council ABN;
- (o) Use of P O Box 106;
- (p) The need for support by way of the Visitor Information Centre phone number for

return address of entry forms, drop off point and point of contact for enquiries regarding available accommodation and event activities, take messages pass these or any emails on to organisers or refer to TF website.

The above requested items link liability back to the Council and it is recommended this not be accepted. Further the event is not a Council run event and the request for the following assistance is considered onerous on Council, considering the current merger proposal environment regarding staffing requests.

The Thunderbolts Festival Committee has requested that the Committee become a Special Purpose Committee of Council.

This matter has been raised and dealt with by Council a number of times in the past regarding the Festival's status. Council is committed to encouraging social cohesion and the development of community identity through community participation, and provides an extensive range of initiatives and events in which the community is invited to participate. The aim of Special Purpose Committees is to provide an opportunity for community members to become involved in many varied issues and initiatives as community representatives. The Festival Committee is an events Committee and does not fit within this definition.

It was decided that Council would limit the number of Special Purpose Committees to ensure more effective use of councillor delegate time and efficient decision making and this was confirmed by resolution at the Extraordinary Meeting of Council on 18 September 2014. The Specific Purpose Committees agreed to in the resolution are as follows:

1. Audit & Risk Committee
2. Donations Assessment Panel
3. Major Plant Tender Evaluation Panel
4. Australia Day Committee

These Specific Purpose Committees were further confirmed at the Extraordinary Meeting of 28 September 2015, Resolution No 293/14. It is recommended that the festival remains as a stand alone event, managed by its own Thunderbolts Festival Committee.

It is important to note that currently not being attached to Council as a Special Purpose Committee, the Thunderbolts Festival Committee is responsible for all insurance and legal requirements. The event includes a Rodeo that is a high risk event, it is recommended that Council should not become liable for this component of the Festival.

It is noted that the Thunderbolts Festival has been a fixture of the Uralla event season for 18 years relying upon Council's contributions, this event is budgeted each year into Council's finances and as such is subject to annual scrutiny and determination by Council. The budgeted line item that sponsorship is drawn from covers not only Thunderbolts Festival but a number of other community events held in Uralla each year, the budget line item for 2015 is broken down as follows:

Community Event	Amount
Thunderbolts Festival	\$12,000
Lantern Festival	\$3000
Rotary Art Show	\$3000
Other (Community Grants Program Fund)	\$7000
Total	\$25,000

The Thunderbolts Festival in 2015 received 48% of the total funding available from Council for the event. It should be noted that the 'Other' component of \$7000 is only 28% of total funding and is currently shared across two Open Community Grant Rounds each year, the disparity of funding should be considered when Council is making a decision on this years Festival sponsorship. The funding pool for community events should not be so heavily weighted in favour of one event. Continuing contributions into the future should not be considered as guaranteed.

In comparison a similar event Seasons of New England that attracts around 4000 people to the town each year has been assisted by Council through donations of approximately \$1500.00 per annum and an element of in-kind support that has been limited to waste management assistance, erection and dismantling of marquees, and some promotional assistance in the Newsletter and online on Council's website.

COUNCIL IMPLICATIONS:

1. Community Engagement/ Communication

Communication with the Thunderbolts Festival Committee including meetings with Council staff.

2. Policy and Regulation

- *Community Grants Policy;*
- *Local Government Act 1993;*
- *Local Government Regulations (General) 2005;*

3. Financial (LTFP)

Costs are contained within current budget allocations, however, it will impact on the remaining funds available to be allocated to other community events and community grants.

4. Asset Management (AMS)

N/A.

5. Workforce (WMS)

N/A

6. Legal and Risk Management

A comprehensive event management plan and risk management plan will be required to be completed. Thunderbolts Festival Committee is not a Committee of Council, and as such the Committee is responsible for all liability, insurance and legal requirements.

7. Performance Measures

N/A

8. Project Management

N/A

George Cowan

Acting General Manager

Prepared by staff member:

Rechelle Leahy

Approved/Reviewed by Manager:

George Cowan

Department:

Governance and Information & Community and Culture

Attachments:

G. Letter from Thunderbolts Festival Committee 2016.



Atta Chment
Thunderbolts Festival
29 October 2016
Uralla's Community Event
markets, live music & heaps of activities!!



Dear Olivia,

14th March, 2016

Thank you for meeting to discuss the future of Thunderbolts Festival, which is now entering into its 18th year is, Uralla's major annual community event, and is held in conjunction with the Oxley Riders Bail Up Poker Run and the Bulls & Broncs Spectacular.

Both these events have their own insurance, the only connection is by way of marketing/ promotion, use of bins and water truck.

The Thunderbolts Festival Committee is an all volunteer group of Uralla residents who support the event, some of which have been involved since its inception in 1998 and others for many years. Committee members do not receive any remuneration from the event.

The committee, organise and run the Festival on behalf its major and minor sponsors including Uralla Shire Council who are *The Major Sponsor* of the event.

The Thunderbolts Festival Committee, would like to request Council accept the committee as a Specific Purpose Committee as part of the Uralla Shire Council Strategic Management Plan.

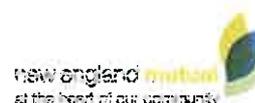
Thunderbolts Festival aims to:

1. To attract visitors to Uralla over two weekends
2. To celebrate Uralla's assets eg.history, heritage and attractions
3. Provide an opportunity for local organisations to raise funds and for businesses to participate by way of sponsorship
4. Provide an inexpensive day out with activities and entertainment for all ages 0 to 100
5. To bring enjoyment and encourage the community to celebrate, be proud and gain a vibrant sense of respect for the place where they live. A place to enjoy, talk to their friends, family and relatives.

Thunderbolts Festival is held over the last two weekends in October and brings a crowd of over 5,000 people to Uralla each year. Most accommodation is fully booked months in advance. Schools and local organisations have a chance to raise funds for their cause by providing food, drinks and raffles or by way of goods for sale.

In all previous years, Council have provided sponsorship for Thunderbolts Festival ranging from \$23,000 to \$10,000 and the Committee would like to request that Council continue this partnership in 2016 with the contribution of \$12,000.

1.





Thunderbolts Festival

29 October 2016

Uralla's Community Event

markets, live music & heaps of activities!!



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The following support has also been provided to the Festival and would be appreciated for the continued success of the event:

That Council provide support in the form of the following:

- (a) the provision of and collection of garbage bins;
- (b) the installation and removal of promotional banners on Council's banner poles;
- (c) the supply and pick up of barrier mesh, star pickets and dolly
- (d) Road closures and traffic control as per traffic plan to be submitted through Council Traffic Committee
 - * Highway closure for street parade (Federal Highway)
 - * Local road closure for the event
 - * A combination of SES, Police and Council staff for traffic and crowd control
- (e) Use of marquees, chairs and tables from the Neighbourhood Centre, Council to collect, drop off to Alma Park and return
- (f) Council hire fee for the use of Alma Park be waived
- (g) Council water truck for Rodeo arena
- (h) Supply of marking paint
- (j) Insert and printing of Festival program into Council Newsletter October edition
- (k) Envelopes and postage
- (l) Photocopying of Market entry forms and invitation letters, Street Parade entry forms and invitation letters and Billycart Derby entry forms
- (m) Insurance for the Festival (organisers to provide quotes to assist Council staff) cost for 2015 event being \$2335.00, perhaps this may be avoided if the committee were to become a Specific Purpose Committee
- (n) Use of Council ABN
- (o) Use of P O Box 106
- (p) The need for support by way of the Visitor Information Centre phone number for return address of entry forms, drop off point and point of contact for enquiries regarding available accommodation and event activities, take messages pass these or any emails on to organisers or refer to TF website.
- (q) To be listed on Council website under events with reference to TF website (link)
- (r) Council staff contact person to be available throughout the day by phone for any amenities issues.
- (s) Access and supply of electricity via all power outlets in Alma Park.

The Thunderbolts Festival Committee do not expect Council staff to handle enquiries it's just to act as the first point of contact and then pass on to organisers who will follow up any action as required.

Look forward to working together and please contact us if you have any questions or any further information is required.

Kind regards,

Bev Stubberfield and Leanne Cooper - Thunderbolts Festival Co organisers.



11. REPORTS FROM THE ENVIRONMENT, DEVELOPMENT & INFRASTRUCTURE COMMITTEE

Department: Infrastructure & Regulation
Submitted by: Acting Director Infrastructure & Regulation
Reference: 2.16.05.01
Subject: Heritage Advisors Report – May 2016

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: 3.1 To preserve, protect and renew our beautiful natural environment
Strategy: 3.1.3 Protect the shires historic buildings and sites, recognising their value to the community
Action: 3.1.3.1 Administer a Heritage Advisory Service and Local Heritage Assistance Fund

SUMMARY:

This is a report from Council's Heritage Advisor, Mr Mitch McKay in regards to his monthly visit undertaken for May on 3 May 2016. His next visit will be 7 June 2016.

OFFICER'S RECOMMENDATION:

That the Heritage Advisor's report dated 3 May 2016 be received and noted by council.

BACKGROUND:

The Heritage Advisor's Report is put to Council for information purposes each month.

REPORT:

The Heritage Advisor's May 2016 report is attached.

KEY ISSUES:

Nil

COUNCIL IMPLICATIONS:

1. **Community Engagement/ Communication (per engagement strategy)**
Nil
2. **Policy and Regulation**
Nil
3. **Financial (LTFP)**
Nil

4. Asset Management (AMS)

Nil

5. Workforce (WMS)

Nil

6. Legal and Risk Management

Nil

7. Performance Measures

Nil

8. Project Management

Nil

Prepared by staff member:

TRIM Reference Number:

Approved/Reviewed by Manager:

Department:

Attachments:

Regulatory Services Office Manager

U12/6769

Acting Director Infrastructure & Regulation

Infrastructure & Regulation

H. Heritage Advisors Report dated 3 May 2016



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HERITAGE ADVISORY MEMO

No. 39

date: 3 May 2016

ITEM 1: former Scout Hall – Uralla Street North, Uralla

Further to the meeting of 2 February 2016 I spoke with Eric (the painter) on 14 April 2016.

The group had chosen Option 2 from the two options I provided in my report of 2 February but wished to change the Salmon Pink to the Beige from the same colour chart - the Dulux Selections – Interior/Exterior/Heritage/Colorbond colour chart.

OPTION 2 read:

Walls	Regency White
Window frames and architraves, doors, barge board moulding, gutters, downpipes, and door thresholds	Teal
Door frames, architraves, transoms, eaves soffits, fascias, barge boards, cappings and window sashes	Salmon Pink

I supported this request so the amendment now reads:

Door frames, architraves, transoms, eaves soffits, fascias, barge boards, cappings and window sashes	Beige
---	-------

M. McKay



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HERITAGE ADVISORY MEMO

No. 39

date: 3 May 2016

ITEM 2: 5 Bendemeer Street, Bundarra

During my 5 April visit to Uralla I provided advice regarding this property, which while not yet listed as an item of heritage in Uralla LEP 2012, has been identified for inclusion as a heritage item (SHI 2540127) and is within the conservation area of the Uralla LEP 2012.

The Statement of Significance for the property, as described in the Uralla Heritage Inventory sheet from Stage 2 of the Community Based Heritage Study, reads, in part:

The building has landmark, historical, social, rarity and representativeness. An early building in Bundarra that demonstrates an era of prosperity in the town. It is rare because it is linear in design and setback from the street. It is contributory to Bundarra and its streetscape significance arises from the architectural detail and the building materials used in its construction.

Uralla DCP 2011 states that features of significance should be conserved or reinstated.

I also had discussions with Council's Consultant Planner Libby Cumming regarding the replacement of the existing metal roof sheeting and stated that any roof sheeting should be in short sheet lengths to match existing – in other words like for like.

At the request of the owner I indicated that I would visit the property during my May visit.

I have now met with the owners of the property reiterate what I have said previously that the roof sheeting should be replaced like for like.

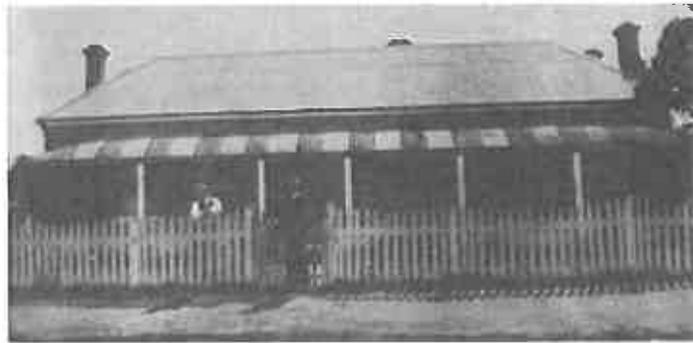


In regards to the roof the owners asked the following:

- as the building is of streetscape significance would it be possible to re-sheet the rear and sides of the building in long sheet lengths as the rear in particular cannot be seen from the street?
I question why you would have part of the building in short sheets and the remainder in long sheets as this would look rather strange when viewed from the neighbouring properties, and
- could the roof sheeting be red?
While I would prefer to see the new roofing in a grey/silver I have no objections to it being in red as it would complement that of 7 Bendemeer Street and there is indication that the earlier verandah sheets were coloured red as well as a green and interspersed with perhaps a grey.

The owners enquired as to whether the front verandah, at a later stage, could revert to its original form as shown in the photograph below.

I indicated my support for this idea.



M. Massey



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HERITAGE ADVISORY MEMO

No. 39

date: 3 May 2016

ITEM 3: Cemetery – Dawkins Road, Bundarra

Met with David Grant and John Layton and Mr. Layton senior of the Bundarra Lion's Club.

The cemetery, while not yet listed as an item of heritage in Uralla LEP 2012, has been identified for inclusion as a heritage item (SHI 2540143).

The cemetery was dedicated on 16 July 1863. The portions included Church of England, Presbyterian, Jewish, Independent and Wesleyan. The Roman Catholic portion was dedicated in May 1865 and there was a general extension dedicated on 18 December 1907.

The Lions Club are wishing to tidy up the cemetery in particular the grave surrounds, re-fix monuments, straighten monuments, repoint brickwork and erect a cemetery sign board with the layout of denominations.

The inventory sheet of Stage 2 of the Uralla Community Based Heritage Study recommended, in part, that no whipper snippers be used near monuments and enclosures or round-up poisons be used which fully support.

I advised that conservation works within cemeteries should be done by specialists. Works would include refixing and straightening of monuments – the specialist being a monumental mason. There should be no attempt to refix any ironwork or stonework to the surrounds unless undertaken by a specialist with early photographic evidence to support the works.

The works that the Lions Club could undertake are the:

- repointing of brickwork **using a lime mortar only** and not a cement mortar – providing that they have a member who is a bricklayer. The works should only consist of repointing bricks that have fallen and not introducing any new bricks into the work.
- hand removal of weed growth from within grave surround,
- filling of rabbit holes, and
- removal of the white/grey gravel from within grave surrounds that has been laid over concrete slab and expose the concrete.

Further advice on the maintenance of cemeteries could be obtained from the National Trust of Australia (NSW). I have requested Melody Styles from Council to provide the Lions Club with the following publications I prepared for Council, for reference:

- Cemetery – Conservation of Monuments
- Cemetery – Maintenance of Grounds

I indicated my support in principle to the idea of a cemetery signage board with layout of denominations, however, Council would need to see a concept plan prior to the construction of any signage board.



M. McKay



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HERITAGE ADVISORY MEMO

No. 39

date: 3 May 2016

ITEM 4: Cemetery directional signage - Bendemeer Street, Bundarra

During my visit to the cemetery I noticed that the directional sign to the cemetery had cemetery incorrectly spelt.

This sign should be replaced with one with the correct spelling **CEMETERY**.



Photograph of directional sign on northern side of bridge.

M. McKay



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HERITAGE ADVISORY MEMO

No. 39

date: 3 May 2016

ITEM 5: 36 Hill Street, Uralla

Met with Andy Ryan owner and Marcella and Tom O'Connor on site.

The property is not within a conservation area nor is it listed as an item of heritage in Uralla LEP 2012. It has, however, been identified in the Uralla Community Based Heritage Study Stage 2 for inclusion as a heritage item (SHI 2540391).



The owner is wishing to repaint the street façade of the building, introduce new signage and remove the aluminium framed shopfront window which has a roller door behind. The façade also hides the Nissan/Quonset Hut.

In 1997 Council commissioned Richard J. Radcliffe Landscape Architecture and Heritage Conservation to prepare the Uralla Main Street Study. The study area included this property which was considered to be intrusive to the historic character of Uralla. I assume this reference was directed at the existing façade and not the Nissan/Quonset Hut behind.

The study introduced a colour palette which suggested a range of colours for various eras. The colours suggested for properties in the era of Post War to present (c1940-present) were:

Dominant: Raffia, Biscuit, Sandstone or Light Stone
Secondary; Lime White, Light Grey Blue or Eau-de-Nil
Trim/Accent: Blue Gum, Pale Ochre, Charcoal or Slate

Dominant being the area that is greatest eg. walls, secondary being the area that is visible but less in area eg. fascia or soffit and trim/accent being the architectural details, windows and frames.

The façade of this building fits within that era.

I would suggest the owner obtain sample pots of these colours and test the colours on the relevant elements of the façade to see what looks best and how they relate to the colours of the heritage buildings in the vicinity such as the Trickett building and the O'Connor residence. The idea being not to compete with the colours of these heritage buildings but to complement them as the façade of this building is of no heritage significance.

In regards to the signage this is a wonderful opportunity to rationalise the signage and relocate all signage to within panels along the façade rather than in the ad-hoc fashion that currently exists being on walls, windows and painted above the large timber sliding door facing Hill Street.

A quick inspection reveals panels/spaces of what may once have been the location of advertising panels which are above the windows and doors. It would be ideal to remove the existing signage and utilise some of these spaces for signage.

The owner will be required to submit a Development Application for the signage.

M. Murray



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HERITAGE ADVISORY MEMO

No. 39

date: 3 May 2016

ITEM 6: 49 Bridge Street, Uralla

Visited the property which is not listed as a heritage item in Uralla LEP 2012, nor has it been identified for inclusion as a heritage item as part of Stage 2 of the Uralla Community Based Heritage Study. However, the building is within the Uralla CBD Conservation Area.

I have spoken with Scott Strijland Council Health and Building Surveyor who informed me that the Mr Jimmy Chen, the owner, is wishing to carry out alterations to the interior, reconfigure the front door and window arrangement, provide new signage along the street façade and alter the awning.

Existing signage is limited to the front windows and an under awning sign.

The owner will be required to submit a Development Application for the works.

I have requested that Council staff organise a meeting for me with the owner during my visit on 7 June as I would like to ascertain the extent of the proposed works and talk about signage and an external colour scheme.



ITEM 7: Heritage Advisor Annual Report 2015-16

Acquitted the Heritage Advisor Program annual report via Smarty Grants Program. Council still need to complete the financials of the report.

ITEM 8: Next Heritage Advisor visit

It is proposed that the Heritage Advisor's next visit will be 7 June 2016.

M. McKay

Department: Infrastructure & Regulation
Submitted by: Interim Director Infrastructure & Regulation
Reference: 2.15.06.02
Subject: Works Progress Report to 30 April 2016

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Goal: 2.3 A safe and efficient network of arterial roads and supporting infrastructure; and town streets, footpaths and cycleways that are adequate, interconnected and maintained

Strategy: 2.3.1 Provide an effective road network that balances asset conditions with available resources and asset utilisation

Action: 2.3.1.1 Undertake bitumen maintenance program in line with established service levels and intervention points
 2.3.1.5 Undertake maintenance grading program in line with established service levels and intervention points

SUMMARY:

The purpose of this report is to inform Council of the works that have been completed or progressed for the previous month.

OFFICER'S RECOMMENDATION:

That the report be received and noted for the works completed or progressed during April 2016.

BACKGROUND:

Council is kept informed on the progress of maintenance and construction works within the Shire.

REPORT:

1. Main Road Maintenance

MR73 Thunderbolts Way North and South	Patching, Guide posts, Bitumen Resealing
MR124 Bundarra Road	Patching, Guide posts
MR132 Barraba Road	Maintenance, Bitumen Resealing

2. Sealed Roads Maintenance

Uralla Streets	Patching
Uralla Bitumen Reseals	Gostwyck St, Sawmill Cl, Elizabeth Ave, Maitland St, Munro Ave, John St, Leece Rd, Depot Rd.
Bundarra Town Area	Patching
Bundarra Bitumen Reseals	Darby St, Rowe St, Bombelli St.
Invergowrie Area	Patching
Kentucky/Wollun Area	Patching
Sealed Rural Roads	Patching
Bitumen Reseals	Bingara Rd, Bergen Rd, Invergowrie Rd, Bilga Rd, Pinegrove Rd, Arding Rd, Wattle Dr, Nelsons Rd, Rocky River Rd, Pomona Rd.

3.	Unsealed Roads Maintenance Grading Bundarra Streets Clerks Creek Road Georges Creek Road Lookout Road Pomona Road Sanctuary Drive Talisker Road Big Ridge Road Stanley Vale Lane Leece Road Dog Trap Road Munsies Road	Graded Graded Graded Graded Graded Graded Graded Graded Graded Graded Grading
4.	Construction Crew MR73 Thunderbolts Way Bergen Road Bitumen Reseals	Abington Creek Bridge. Bridge construction completed, commenced approach road construction. Completed reconstruction 3.1km to 5.1km Completed
5.	Bridge / Sign Crew Uralla	Maitland Street Cycleway, commenced from King to Hill Streets.
6.	Town Area Uralla	General maintenance

KEY ISSUES:

- Maintenance grading and construction works are being severely restricted due to the drought conditions and water not being available for road works in many areas.

COUNCIL IMPLICATIONS:

1. **Community Engagement/ Communication (per engagement strategy)**
Nil
2. **Policy and Regulation**
Nil
3. **Financial (LTFP)**
In accordance with budget
4. **Asset Management (AMS)**
In accordance with asset management plan
5. **Workforce (WMS)**
Council staff and contractors

- 6. Legal and Risk Management**
Maintaining Council assets to minimise legal and risk exposure.
- 7. Performance Measures**
Works completed to appropriate standards
- 8. Project Management**
Manager Infrastructure and Works and Overseer

Prepared by staff member: Manager Infrastructure & Works
Approved/Reviewed by Manager: Interim Director Infrastructure & Regulation
Department: Infrastructure & Regulation
Attachments: Nil

Department:	Infrastructure & Regulation
Submitted by:	Interim Director Infrastructure & Regulation
Reference:	2.16.05.03
Subject:	Works Planning Report May 2016

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Goal:	2.3 A safe and efficient network of arterial roads and supporting infrastructure; and town streets, footpaths and cycleways that are adequate, interconnected and maintained
Strategy:	2.3.1 Provide an effective road network that balances asset conditions with available resources and asset utilisation
Action:	2.3.1.1 Undertake bitumen maintenance program in line with established service levels and intervention points 2.3.1.5 Undertake maintenance grading program in line with established service levels and intervention points

SUMMARY:

The following works are proposed to be carried out or continued in the next month.

OFFICER'S RECOMMENDATION:

That the report be received and noted for the works planned for May 2016.

BACKGROUND:

Council is informed of the planned maintenance and construction works within the Shire.

REPORT:

1. Main Road Maintenance
 - Bitumen patching
 - Guide posting
 - Sign maintenance
2. Sealed Roads Maintenance
 - Bitumen patching
 - Guide posting
3. Unsealed Roads Maintenance
 - Bundarra Area Grade
 - Uralla Area Grade
 - Kentucky Area Grade
 - Arding Area Grade
4. Bridge/Sign Crew
 - Uralla Maitland Street cycleway construction
 - Woodlands Road Install pipe culvert

5. Construction
MR73 Thunderbolts Way Abington Creek bridge, continue construction of approaches.
6. Town Works
Routine maintenance

KEY ISSUES:

- Maintenance grading and construction works are being severely restricted due to the drought conditions and water not being available for road works in many areas.

COUNCIL IMPLICATIONS:

1. **Community Engagement/ Communication (per engagement strategy)**
Nil
2. **Policy and Regulation**
Nil
3. **Financial (LTFP)**
In accordance with budget.
Additional \$56,000 grant obtained from RMS to extend bicycle way in Maitland Street. No contribution required from Council.
4. **Asset Management (AMS)**
In accordance with asset management plan
5. **Workforce (WMS)**
Council staff and contractors
6. **Legal and Risk Management**
Maintaining Council assets to minimise legal and risk exposure.
7. **Performance Measures**
Works completed to appropriate standards
8. **Project Management**
Manager Infrastructure and Works and Overseer

Prepared by staff member:	Manager Infrastructure & Works
Approved/Reviewed by Manager:	Interim Director Infrastructure & Regulation
Department:	Infrastructure & Regulation
Attachments:	Nil

Department: Infrastructure & Regulation
Submitted by: Director of Infrastructure & Regulation
Reference: 2.16.05.04
Subject: Development Approvals and Refusals for April 2016

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Goal: 2.1 An attractive environment for business, tourism and industry
Strategy: 2.1.4 Implement tools to simplify development processes and encourage quality commercial, industrial and residential development
Action: 2.1.4.1 Assess and determine regulatory applications, including development applications, complying development certificates, construction certificates, Section 68 certificates, Bushfire Attack Level (BAL) Certificates, and Conveyancing Certificates

SUMMARY:

The following details the development approvals issued by Council and by private certification for April 2016 for the entire local government area. A listing of development applications outstanding with a status as at the end of April 2016 has also been provided.

For information purposes a summary of the development values is provided from January 2006 until the end of April 2016. Similarly, a summary of the number of dwellings approved within the local government area from 1 January 2000 until the end of April 2016 is provided.

The number of applications lapsing in October 2016 is also listed for information purposes.

OFFICER'S RECOMMENDATION:

That Council receive and note the development approvals and refusals for April 2016.

REPORT:

Development Applications			
Approvals:			
Development Application Number	Applicant	Property	Development
DA-3-2016	New England North West Planning Services	14 Salisbury Street, Uralla	Multi Dwelling Housing, 3 Units Stage 1, Strata Stage 2
DA-11-2016	LDJD Investments	16 Bendemeer Street, Bundarra	Alterations & Additions to Hotel
DA-12-2016	Croft Surveying & Mapping	60 Rowan Avenue and 133 Bridge Street, Uralla	2 Lot Subdivision and Boundary Adjustment
DA-15-2016	Mr R Farthing	3 Barleyfields Road, Uralla	Demolition of Existing Shed & 4 Bay Shed
DA-17-2016	Mr P Tutt	44 Quartz Gully Road, Uralla	Enclose Existing Deck & Construct New Deck
DA-20-2016	Mr P Doyle & Ms B Walsh	40 Gostwyck Street, Uralla	Dwelling
DA-22-2016	New England North West Planning Services	181 Northeys Road, Arding	Demolish Carport & Install a Studio
Monthly Estimated Value of Approvals: \$883,900.00			

Refusals: Nil

DAs Withdrawn: Nil

Comparison to April 2015:

April 2015:	\$86,115.00	April 2016:	\$883,900.00
Year to date: (Calendar Year)	\$2,061,485.00	Year to date: (Calendar Year)	\$1,518,994.00

Development Applications Outstanding				
Application Number	Applicant	Property	Development	Status
DA-27-2012-3	Croft Surveying & Mapping	114 Barleyfields Road, Uralla	Modification Staged 42 Lot Low Density Residential Subdivision	Under Notification
DA-8-2016	New England Surveying & Engineering	13 Stringybark Ridge Road, Invergowrie	4 Lot Staged Subdivision	Awaiting Applicant
DA-18-2016	Picton Bros Improvements	10 Rowan Avenue, Uralla	Patio Cover	Awaiting Applicant
DA-19-2016	Croft Surveying & Mapping	270 Goodes Road, Arding	Boundary Adjustment	Awaiting RFS
Application Number	Applicant	Property	Development	Status

DA-21-2016	New England Surveying & Engineering	4 & 6 Rowan Avenue, Uralla	4 Lot Subdivision	Under Assessment
DA-23-2016	Mr B Sharpe & Ms K Reed	7056 New England Highway, Kentucky	Dwelling	Under Assessment
DA-24-2016	Mrs R Sullivan	40 John Street, Uralla	Storage Shed	Under Assessment
				Total: 7

Construction Certificates

Approved: Nil

Refused: Nil

Issued by Private Certifier:

Application Number	Applicant	Property	Construction
CC-58-2015-2	Rossbuild Constructions	7B Salisbury Street, Uralla	2 Units Dual Occupancy
CC-15-2016	Mr R Farthing	3 Barleyfields Road, Uralla	Demolition of Existing Shed & 4 Bay Shed
Monthly Estimated Value of Approvals: \$412,000.00			

Complying Development Applications

Approvals: Nil

Refusals: Nil

Withdrawal: Nil

Issued by Private Certifier:

Application Number	Applicant	Property	Development
CDC-6-2016	Mr S & Mrs A Swain	90 Gostwyck Road, Uralla	Awning
CDC-7-2016	Mr T Schofield	26 Queen Street, Uralla	Shed
Monthly Estimated Value of Approvals: \$17,000.00			

Comparison to April 2015:

April 2015:	\$355,000.00	April 2016:	\$17,000.00
Year to date: (Calendar Year)	\$1,467,500.00	Year to date: (Calendar Year)	\$63,513.00

Calendar Year Development Values

Year	Total Development Value \$	Average Development Value \$	Development Application Value \$	Complying Development Value \$
2006	6,310,059	42,349	6,310,059	-
2007	7,211,361	44,515	7,211,361	-
2008	9,155,533	50,030	7,393,239	1,762,294
2009	9,290,046	72,016	5,749,162	3,540,884
2010	10,586,972	86,073	5,958,887	4,628,085
2011	6,584,483	53,101	3,449,607	3,134,876
2012	11,390,780	102,620	6,158,718	5,232,062
2013	9,259,318	91,676	4,678,720	4,580,598
2014	8,246,689	61,542	5,657,845	2,588,844
2015	9,387,065	86,917	7,230,198	2,156,867
2016	1,582,507	527,502	1,518,994	63,513

2016 to date

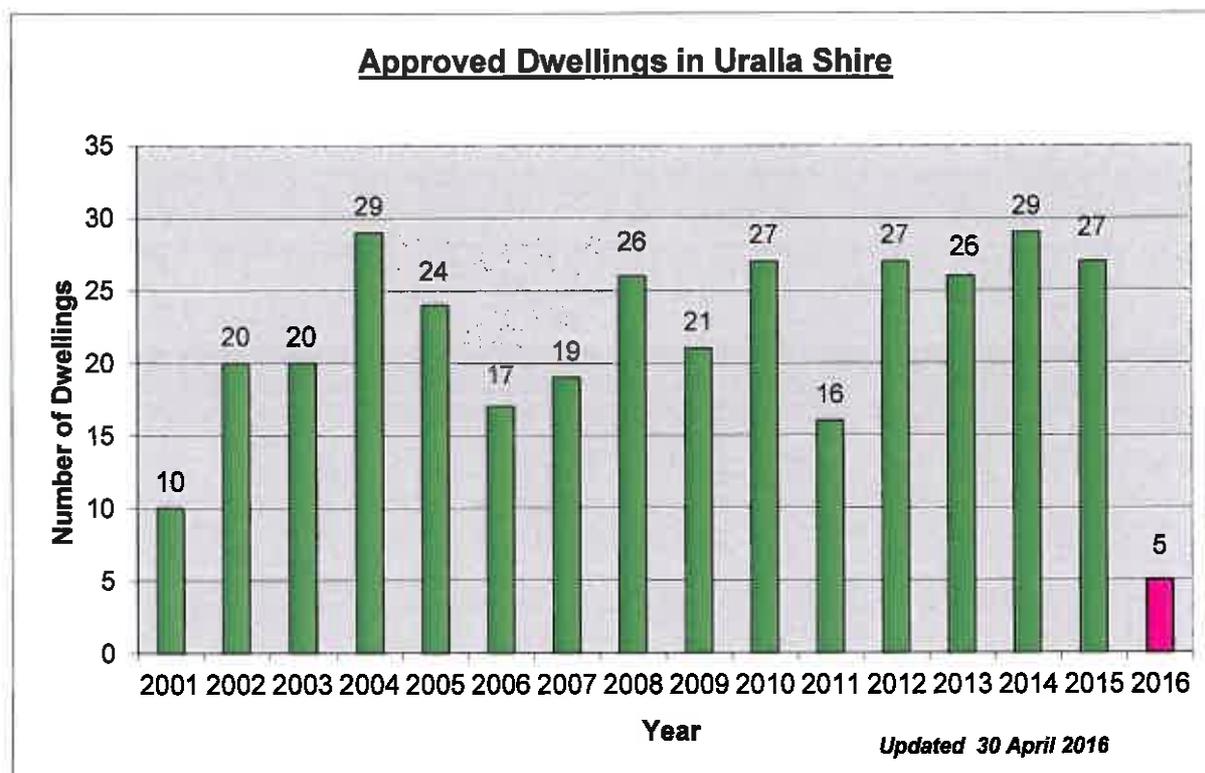
Financial Year Development Values

Year	Total Development Value \$	Average Development Value \$	Development Application Value \$	Complying Development Value \$
2005-2006	6,090,640	39,808	6,090,640	-
2006-2007	6,302,833	38,668	6,302,833	-
2007-2008	8,128,806	52,444	8,128,806	-
2008-2009	8,095,812	61,332	4,588,050	3,507,762
2009-2010	12,395,113	77,469	7,121,590	5,273,523
2010-2011	8,212,500	73,986	5,023,347	3,189,153
2011-2012	5,986,330	53,449	3,667,764	2,318,566
2012-2013	12,339,996	101,983	6,100,857	6,239,139
2013-2014	8,296,829	76,118	4,653,404	3,643,425
2014-2015	9,779,535	109,917	6,392,261	3,387,274
2015-2016	6,326,834	77,157	5,648,254	678,580

2015-2016 to date

Lapsing Applications

The review on expiring development and complying development applications has been carried out for those applications lapsing during October 2016. In October 2011 six (6) applications were approved, with one (1) application identified as possibly not commencing as at the end of April 2016.

**KEY ISSUES:**

- *Development Applications approved by Council for April 2015 – 7*
- *Development Applications refused by Council for April 2015 – 0*
- *Development Applications withdrawn by Applicant for April 2015 – 0*
- *Outstanding Development Applications as at 30 April 2015 – 7*
- *Construction Certificates approved by Council for April 2015 – 0*
- *Construction Certificates refused by Council for April 2015 – 0*
- *Construction Certificates issued by private certification for April 2015 – 2*
- *Complying Development Applications approved by Council for April 2015 – 0*
- *Complying Development Applications refused by Council for April 2015 – 0*
- *Complying Development Applications issued by private certification – 2*
- *Total Development Value for 2016 as at 30 April 2015 – \$1,582,507*
- *Average Development Value for 2016 as at 30 April 2015 – \$527,502*
- *Development Application Value for 2016 as at 30 April 2015 – \$1,518,994*
- *Complying Development Application Value for 2016 as at 30 April 2016 – \$63,513*
- *Applications lapsing in April 2016 that may not have commenced – 1*
- *Approved dwellings as at 30 April 2016 – 5*

COUNCIL IMPLICATIONS:

- 1. Community Engagement/ Communication (per engagement strategy)**
The Development Approvals and Refusals for April will be placed in the next available newsletter and uploaded to the Uralla Shire Council website.
- 2. Policy and Regulation**
Environmental Planning & Assessment Act, 1979.
Environmental Planning & Assessment Regulations, 2000.

3. Financial (LTFP)

Nil

4. Asset Management (AMS)

Nil

5. Workforce (WMS)

Nil

6. Legal and Risk Management

Nil

7. Performance Measures

Nil

8. Project Management

Nil

Prepared by staff member:

Administration Officer

TRIM Reference Number:

U12/168

Approved/Reviewed by Manager:

Director Infrastructure & Regulation

Department:

Infrastructure & Regulation

Attachments:

Nil

Department: Infrastructure & Regulation
Submitted by: Manager of Town Planning & Regulation (Relief)
Reference: 2.16.05.05
Subject: Gazettal of Amendments 3 and 4 to the *Uralla Local Environmental Plan 2012*

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: 2.2 Growing and diversified employment, education and tourism opportunities
Strategy: 2.2.1 Provide land use planning that facilitates employment creation
Action: 2.2.1.1 Monitor and review Council's Local Environment Plan and other strategic and supporting planning documents

SUMMARY:

This report advises two recent amendments to the Uralla Local Environmental Plan, being inclusion of the Uralla Flood Map, and Boundary Re-adjustments and Rural Dual Occupancy. Both have now been gazetted on 8 April 2016.

The finalisation of the new amendments enact the previous modification to the Uralla Development Control Plan (DCP) 2011 to ensure consistency with the *Uralla Local Environmental Plan 2012* (Uralla LEP) as resolved by Council at its Ordinary Meeting on 26 October 2015..

OFFICER'S RECOMMENDATION:

That the Committee note the gazettal of Amendments 3 and 4 to the *Uralla Local Environmental Plan 2012* on 8 April 2016

BACKGROUND:

Amendment 3 – Uralla Flood mapping amendment:

- Ordinary Council Meeting – 23 March 2015 – council presented with initial request for preparation and inclusion of flood planning map derived from Rocky and Uralla Creeks Flood Study into Uralla's LEP.
- Ordinary Council Meeting – 22 June 2015 – Resolved to undertake planning proposal.
- Gateway Determination issued 15 April 2015
- Gateway extension issued 9 December 2015
- Parliamentary Council opinion issued 16 December 2015

Amendment 3 to the Uralla Local Environmental Plan 2012 was gazetted on 8 April 2016.

Amendment 4 – Boundary Adjustment and Rural Detached Dual Occupancy amendment:

- Ordinary Council Meeting – 23 March 2015 – council presented with initial request for preparation and inclusion of boundary adjustment clause and allowance of rural detached dual occupancy into Uralla's LEP.
- Ordinary Council Meeting – 22 June 2015 – Resolved to undertake planning proposal.
- Gateway Determination issued 20 April 2015
- Gateway extension issued 9 December 2015
- Parliamentary Council opinion issued 16 December 2015

Amendment 4 to the Uralla Local Environmental Plan 2012 was gazetted on 8 April 2016.

REPORT:

The Uralla LEP 2012 came into force on 23 March 2012 and has been amended several times since that date. Amendments 3 and 4 to the Uralla LEP were gazetted on 8 April 2016.

Amendment 3 includes an additional Flood Planning Map in the *Uralla Local Environmental Plan 2012* that identifies land within a “flood planning area”. The proposed mapping was derived from the Rocky and Uralla Creeks Flood Study. The proposed Flood Planning Map relates to the Uralla town area and will be included in the Map Index and statutory mapping that is part of the *Uralla Local Environmental Plan 2012*.

Amendment 4 is a two fold amendment of a boundary adjustment clause and permission for detached dual occupancy on rural land clause. The boundary adjustment clause provides flexibility for boundary adjustment subdivisions and replaces the variation provisions previously found in the repealed State Environmental Planning Policy (SEPP) 1 Variations to Development Standards. While the detached dual occupancy clause expands permissible uses within rural and environmental zones to include detached dual occupancies with certain restrictions. This will permit detached dual occupancies within the RU1, RU2, E3 and E4 Zones while ensuring that they remain in close proximity to the primary dwelling, share the same access and remain on the same title.

To support these LEP amendments, changes to the Uralla Development Control Plan is required to ensure consistency across our planning documents. A revised version of the Uralla DCP was prepared and presented to Council at the Ordinary Meeting on 26 October 2016 where it was resolved to enact the draft DCP as presented upon gazettal of the amendments if no submissions were received. No submissions were received, therefore the amended DCP came into force as at 8 April 2016.

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

The Uralla Flood Planning Map Planning Proposal was publically exhibited between 24 April and 22 May 2015.

The Boundary Adjustment and Rural Detached Dual Occupancy Planning Proposal was publically exhibited between 24 April and 15 May 2015.

DCP changes were publically exhibited between 13 November and 11 December 2015.

2. Policy and Regulation

Environmental Planning & Assessment Act, 1979.

Environmental Planning & Assessment Regulations, 2000.

3. Financial (LTFP)

Nil

4. Asset Management (AMS)

Nil

5. Workforce (WMS)

Nil

6. Legal and Risk Management

Nil

7. Performance Measures

Nil

8. Project Management

Nil

Prepared by staff member: Regulatory Services Office Manager

TRIM Reference Number:

Approved/Reviewed by Acting Director Infrastructure & Regulation

Manager: Infrastructure & Regulation

Department:

Attachments:

- I. Uralla Local Environmental Plan 2012 (Amendment No 3) and Maps – Gazetted 8 April 2016
- J. Uralla Local Environmental Plan 2012 (Amendment No 4) – Gazetted 8 April 2016



New South Wales

Uralla Local Environmental Plan 2012 (Amendment No 3)

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*.

GLENN INGLIS, ACTING GENERAL MANAGER, URALLA SHIRE COUNCIL
As delegate for the Minister for Planning

Uralla Local Environmental Plan 2012 (Amendment No 3)

under the

Environmental Planning and Assessment Act 1979

1 Name of Plan

This Plan is *Uralla Local Environmental Plan 2012 (Amendment No 3)*.

2 Commencement

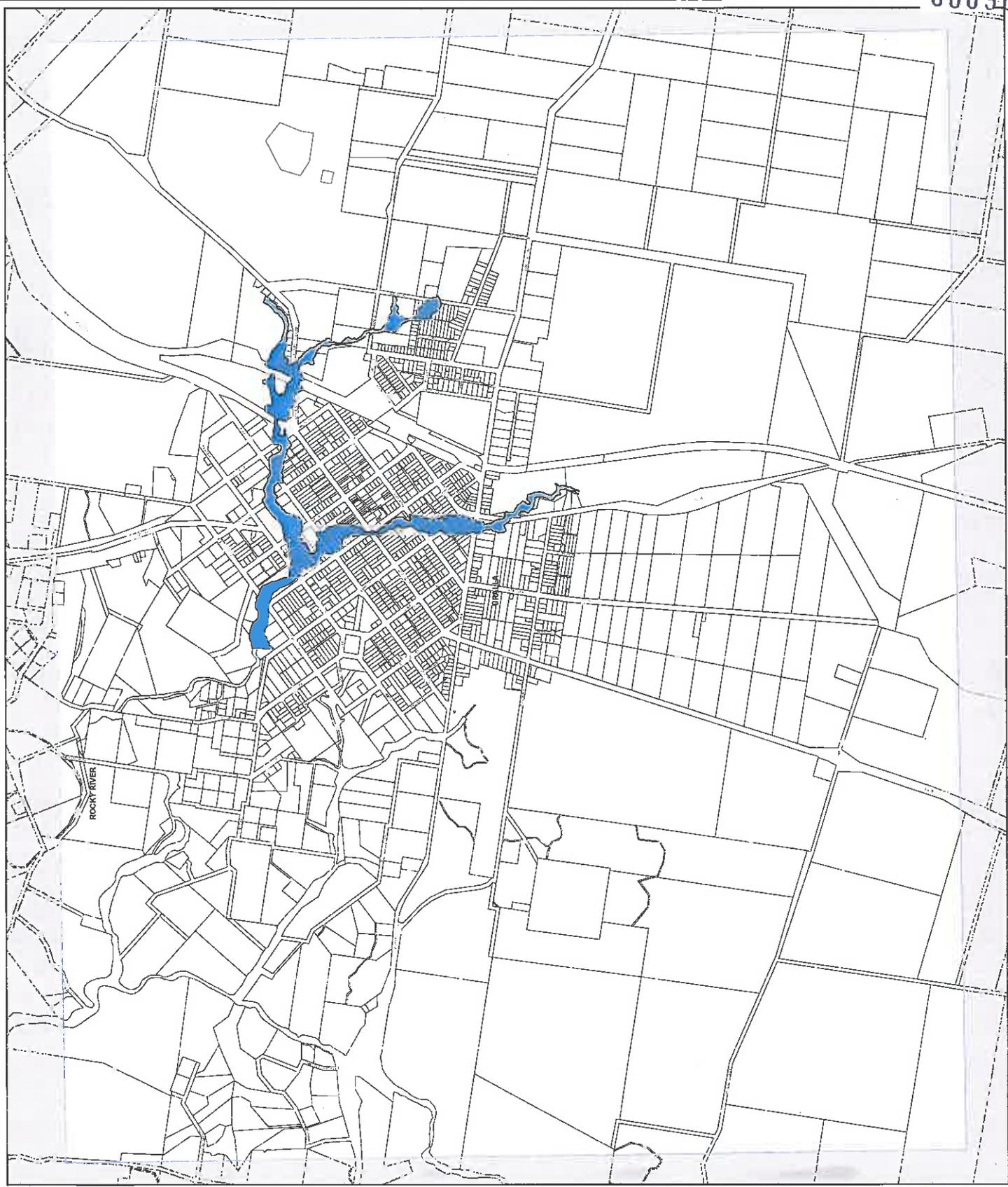
This Plan commences on the day on which it is published on the NSW legislation website.

3 Land to which Plan applies

This Plan applies to certain land at Uralla as shown on the amending map (referred to in clause 4) for the Uralla Local Environmental Plan 2012 Flood Planning Map.

4 Maps

The maps adopted by *Uralla Local Environmental Plan 2012* are amended or replaced, as the case requires, by the maps approved by the Minister on the making of this Plan.

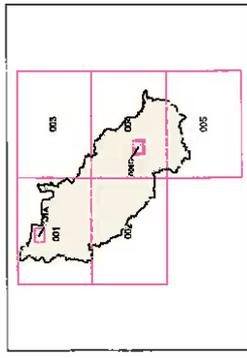


**Uralla Local
Environmental
Plan 2012**

**Flood Planning Map -
Sheet FLD_004C**

Flood Planning Land
 Flood Planning Area

Cadastral
 Cadastral 23/11/2016
 Land and Property Information (LPI)



Scale
 0 0.5
 Kilometres
 Scale: 1:20,000 @ A3

Projection: GDA 1984
 Zone 56
 Map Identification Number: 7856_COM_FLD_004C_001_20181223



New South Wales

Uralla Local Environmental Plan 2012 (Amendment No 4)

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*.

GLENN INGLIS, ACTING GENERAL MANAGER, URALLA SHIRE COUNCIL
As delegate for the Minister for Planning

Uralla Local Environmental Plan 2012 (Amendment No 4)

under the

Environmental Planning and Assessment Act 1979

1 Name of Plan

This Plan is *Uralla Local Environmental Plan 2012 (Amendment No 4)*.

2 Commencement

This Plan commences on the day on which it is published on the NSW legislation website.

3 Land to which Plan applies

This Plan applies to land in the following zones under *Uralla Local Environmental Plan 2012*:

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (c) Zone R5 Large Lot Residential,
- (d) Zone E3 Environmental Management,
- (e) Zone E4 Environmental Living.

Schedule 1 Amendment of Uralla Local Environmental Plan 2012

[1] Land Use Table

Omit "Dual occupancies (attached);" from item 3 of Zone RU1 Primary Production.
Insert instead "Dual occupancies;".

[2] Land Use Table, Zone RU2, item 3

Omit "Dual occupancies (attached);". Insert instead "Dual occupancies;".

[3] Land Use Table, Zone E3, item 3

Insert "Dual occupancies;" in alphabetical order.

[4] Land Use Table, Zone E4, item 3

Omit "Dual occupancies (attached);". Insert instead "Dual occupancies;".

[5] Clause 4.2C

Insert after clause 4.2B:

4.2C Boundary changes between lots in certain rural, residential and environment protection zones

- (1) The objective of this clause is to permit the boundary between 2 or more lots to be altered in certain circumstances to give landowners a greater opportunity to achieve the objectives for development in a zone.
- (2) This clause applies to land in any of the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone E3 Environmental Management,
 - (e) Zone E4 Environmental Living.
- (3) Despite clause 4.1 (3), development consent may be granted to the subdivision of 2 or more adjoining lots comprised in land to which this clause applies if the subdivision will not result in any of the following:
 - (a) an increase in the number of lots,
 - (b) an increase in the number of dwellings or dual occupancies on (or dwellings or dual occupancies that may be erected on) any of the lots.
- (4) Before determining a development application for the subdivision of land under this clause, the consent authority must consider the following:
 - (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
 - (b) whether or not the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
 - (c) whether or not the subdivision is likely to be incompatible with a use referred to in paragraph (a) or (b),
 - (d) whether or not the subdivision is likely to be incompatible with a use of land in any adjoining zone,

- (e) any measures proposed by the applicant to avoid or minimise any incompatibility referred to in paragraph (c) or (d),
 - (f) whether or not the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
 - (g) whether or not the subdivision is likely to have an adverse impact on the environmental values or agricultural viability of the land.
- (5) This clause does not apply:
- (a) in relation to the subdivision of individual lots in a strata plan or a community title scheme, or
 - (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

Uralla Local Environmental Plan 2012 (Amendment No 4)

Uralla Shire Council
PO Box 106
URALLA NSW 2358

Map Cover Sheet

The following map sheets are revoked:

Map Sheet	Map Identification Number
Flood Planning Map FLD_001A	7650_COM_FLD_001A_020_20120209

The following map sheets are adopted:

Map Sheet	Map Identification Number
Flood Planning Map FLD_001A	7650_COM_FLD_001A_020_20151123
FLD_004C	7650_COM_FLD_004C_020_20151123

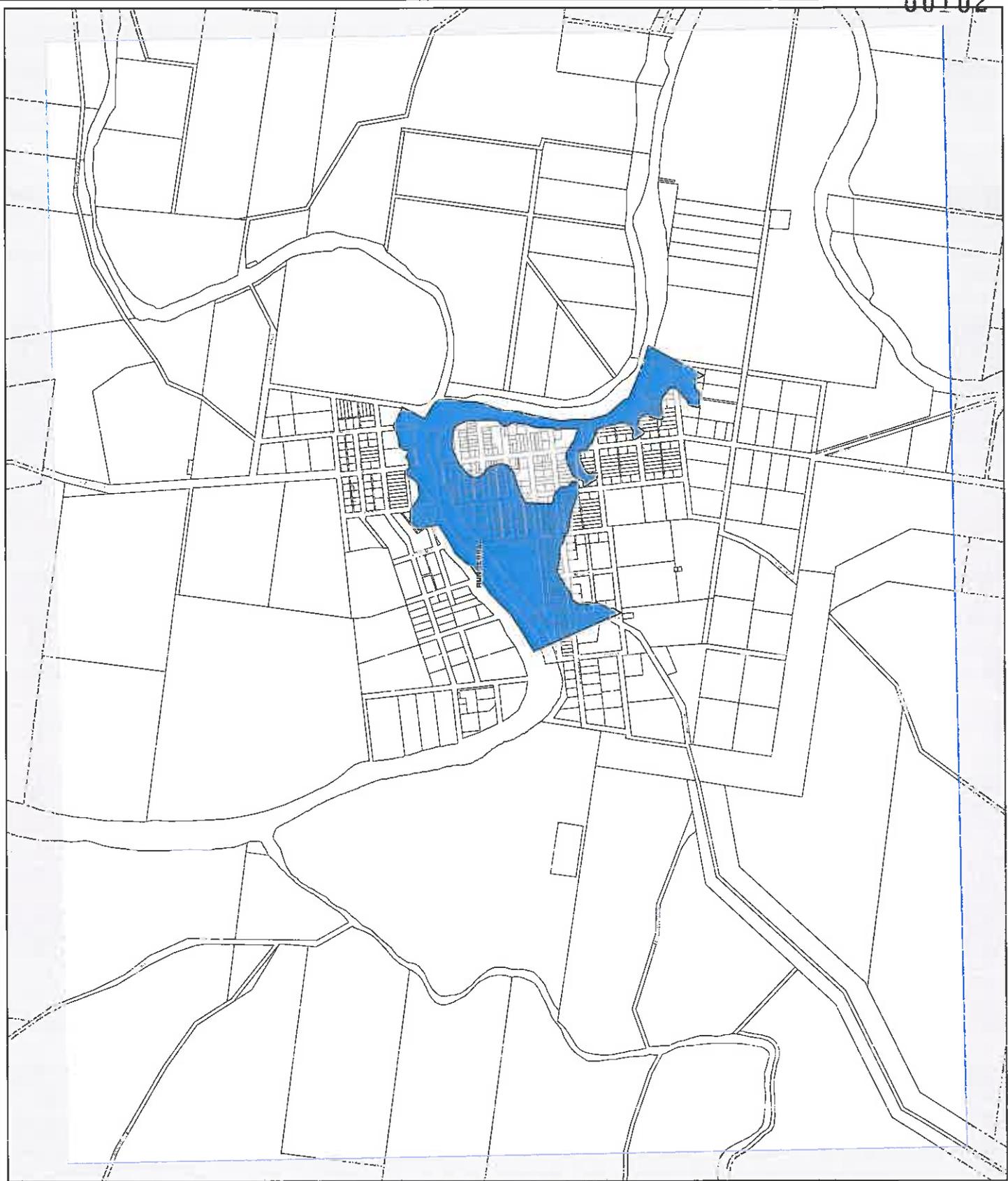
Certified

Manager of Planning

[Date]

Minister for Planning and Infrastructure

[Date]

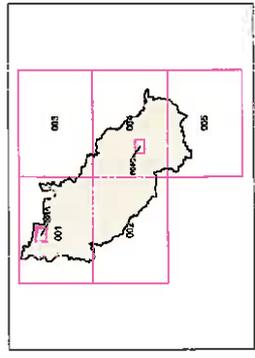


**Uralla Local
Environmental
Plan 2012**

**Flood Planning Map -
Sheet FLD_001A**

Flood Planning Land
 Flood Planning Area

Cadastral
 Centre 29/11/2015
 © Land and Property Information (LPI)



Projection: GDA 1984
 Zone 56
 Map Identification Number: 7895L_CON_FLD_001A_002_20151123
 Scale: 1:20,000 @ A3

12. MOTIONS ON NOTICE

There are no Motions on Notice.

13. SCHEDULE OF COUNCIL RESOLUTIONS

ATTACHMENT:

K. Schedule of Actions as at 18 May 2016.

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key: A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
	12.05/15	<p>Visitor Information Centre</p> <p>That:</p> <ol style="list-style-type: none"> 1. Council adopt the strategic approach towards visitor services of strengthened Regional collaboration, increased digital presence and less reliance on a physical Visitor Information Centre (VIC) as the connection point with visitors; 2. A Uralla Information Hub be developed using a range of digital tools; 3. The Visitor Information services be relocated to the Library building with refurbishments completed to incorporate information services into the current Library; and 4. Council investigate future options for the VIC building. 	Executive Manager Community & Culture	Yes	No	NA	February	<p>A quantity surveyor has been engaged to determine value of proposed build and plans</p> <p>Continued partnership with New England High Country with development of touring campaigns.</p>	B C	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
22JUNE15	15.06/15	<p>Amend Uralla Local Environmental Plan - Uralla Flood Planning Map</p> <p>That:</p> <ol style="list-style-type: none"> 1. The Uralla Local Environmental Plan 2012 be amended to include an additional Flood Planning Map in the Uralla Local Environmental Plan 2012 that identifies land within a "flood planning area" derived from the Rocky and Uralla Creeks Flood Study. 2. Council forwards the amendment to the Uralla Local Environmental Plan 2012 to Parliamentary Counsel Office to: <ol style="list-style-type: none"> a) Make arrangements for drafting of the necessary instrument under section 55(1) of the Environmental Planning & Assessment Act 1979, and b) Obtain an Opinion from which the plan can be made. 3. The General Manager be given delegated authority to: <ol style="list-style-type: none"> a) Make any minor alterations requested by Parliamentary Counsel, and b) To exercise Council's delegation to exercise the functions of the Minister for Planning and Infrastructure under section 59 of the Environmental Planning & Assessment Act 1979 as per the instrument of delegation dated 14 October 2012. 	MP/DIR				20/7/2015	Draft LEP Maps being prepared prior to PC Opinion request being drafted.	C	
							16/12/2015	Opinion recorded	C	
							January	Sent to NSW Planning for Gazettal	B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
	16.06/15	<p>Amend Uralla Local Environmental Plan - Boundary Adjustment Clause and Rural Detached Dual Occupancy Dwellings</p> <p>1. The Uralla Local Environmental Plan 2012 be amended:</p> <p>a) To include the 'standard' LEP rural and environmental boundary adjustment clause.</p> <p>b) To expand permissible uses within rural and environmental zones to include detached dual occupancies with certain restrictions within the RU1, RU2, E3 and E4 Zones while ensuring that they remain in close proximity to the primary dwelling, share the same access and remain on the same title.</p> <p>2. Forward this amendment to the Uralla Local Environmental Plan 2012 to the Parliamentary Counsel Office to:</p> <p>a) Make arrangements for drafting of the necessary instrument under section 59(1) of the Environmental Planning & Assessment Act 1979, and</p> <p>b) Obtain an Opinion from which the plan can be made.</p> <p>3. The General Manager be given delegated authority to:</p> <p>a) Make any minor alterations requested by Parliamentary Counsel, and</p> <p>b) To exercise Council's delegation to exercise the functions of the Minister for Planning and Infrastructure under section 59 of the Environmental Planning & Assessment Act 1979 as per the instrument of delegation dated 14 October 2012.</p>	MP/DIR							
									C	
									C	
									C	
							16/12/2015	PC Opinion received	C	
							January	GM signed	C	
							January	Sent to NSW Planning for Gazettal	B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key: A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
26.06/15		<p>Uralla Local Traffic Committee</p> <p>That:</p> <p>(i) Traffic calming in Uralla's CBD- Council staff prepare a report for the next Traffic Committee</p> <p>(ii) Plane Avenue – Speed review – That Council staff place a traffic classifier at the 50/100 signage to determine 85th percentile speed and AADT; note that does not meet warrant for extension of 50km/hr zone; and erect Pedestrian warning signs at either end of Plane Avenue</p> <p>(iii) Request for automatic speed board at Kentucky- That Council place a traffic classifier near 40km/hr school sign& erect 4 x 50km/hr advance warning signs for Kentucky Village.</p> <p>(iv) Bundarra Central School – that Council arranges signage for bus zones and "no parking" zone.</p> <p>(v) Kingstown Road – that Council reviews the size of the Cemetery warning sign and investigates additional parking in Quartz Gully Road</p> <p>(vi) Corner of Bridge Street/ East Street- relocate "no stopping" sign to south of access to 158 Bridge Street.</p>	DIR						B C C C B C	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key: A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
	23.07/15	<p>Disused former Service Station site, Bridge Street, Uralia</p> <p>That a report be provided to Council detailing available options, with costings, for action which can be taken by Council.</p>	DIR					Property will be part of land sold for unpaid rates. Process is currently under way and will be reported to Council as part of the normal procedure for this type of disposal.	B	
24 AUGUST 2015	6.08/15	<p>Bridge Naming: New Bridges Over The Gwydir River and Abington Creek</p> <p>That Council, after considering the content and views of the public submissions:</p> <ol style="list-style-type: none"> Names the new bridge over the Gwydir River as "The Emu Crossing Bridge." Names the bridge, under construction over the Abington Creek, as the "Abington Bridge". Places a plaque/s to honour the work of Nurse May Yarrowyck at a location to be determined. 	DIR						B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key: A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
	29.09/15	<p>Planning Proposal – D & J Heagney - Part Lot 12 DP 529709 – Rowan Avenue, Uralla – Exhibition Completion</p> <p>That Council:</p> <ol style="list-style-type: none"> 1. Amend the Uralla Local Environmental Plan 2012 by amending the Zoning and Minimum Lot Size maps applicable to Part Lot 2 DP 529709: <ol style="list-style-type: none"> a) from Zone RU1 Primary Production and RU2 Rural Landscape to RU4 Primary Production Small Lots; and b) to reduce the current minimum lot size of 400 ha and 200 ha to 40 ha. 2. Forward planning proposal to NSW Department of Planning & Environment under section 58(2) of the Environmental Planning & Assessment Act 1979, to determine whether any further consultation is required or if a new Gateway Determination is required to be issued. 3. If no further consultation or a New Gateway Determination is not required to be issued, Council requests the NSW Department of Planning & Environment to amend the Uralla Local Environmental Plan 2012 in that: <ol style="list-style-type: none"> a) a draft Local Environmental Plan be prepared under section 59(1) of the Environmental Planning & Assessment Act 1979, b) Consultation be undertaken with the Director General on the content of the draft Local Environmental Plan, c) Obtain an Opinion from Parliamentary Counsel that the plan can be made, and 	DIR				October 2015	NSW Planning happy	C	
							December 2015	Request made to NSW Planning Section 59 report to be completed by 23 rd April 2016	B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key: A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
		<p>d) Request the Minister to make the plan under section 59(2) and (3) of the Environmental Planning & Assessment Act 1979.</p> <p>4. The General Manager be given delegated authority to make any minor alterations requested by the NSW Department of Planning & Environment or Parliamentary Counsel.</p> <p>5. The Committee note the content of the addendum report in regards to the late submission by NSW Department of Transport Roads and Maritime Services, and</p> <p>6. If the planning proposal is to proceed, the access be relocated to Rowan Avenue as a requirement of the Planning Proposal.</p>								
22 Feb 2016	09.02/16	<p>2015/16 – 2nd Quarter Budget Review Statements</p> <p>RECOMMENDATION:</p> <ol style="list-style-type: none"> That the second quarter budget review summary for the 2015/16 financial year be received and noted; and That the adjustments to budget allocations, including transfers to and from reserves, be adopted. That Council agree to the recommendations outlined in the Statement by the Responsible Accounting Officer, specifically: 	CFO						B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
		<p>a. A review of capital expenditure is undertaken to determine what projects or acquisitions can be postponed without affecting the overall delivery of council outcomes for the community;</p> <p>b. A review of operating costs across the whole council is undertaken to identify savings that can be implemented prior to 30 June 2016 and that will deliver savings to the budgeted financial result.</p>								
	21.02/16	Sale of Land for Recoupment of Outstanding Rates The General Manager be delegated the authority to commence the process to put to auction nine assessments (as tabled), totalling \$76,576.80 in unpaid rates, charges and interest which are now at the stage of processing recovery by sale of the property.	GM CFO							
	32.02/16	Roads to Recovery Funding Priorities That Council receive and note the Report on Roads to Recovery Funding Priorities and request additional information on the structural integrity outcomes and State Government funding for the two bridges (Mihi and Munsies Bridges), along with a detailed priority list for the expenditure of Roads to Recovery funding over the next four years.	DIR							
	36.02/16	Fire Sprinkler Tenders – Residential Aged Care Facilities	EMCC					Sprinkler system commenced 31/3/16	B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key: A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
		The preferred Tenderer Dominico Blue Building be engaged to install the Sprinkler System within the stated timeframe.								
	37.02/16	Uralla Sporting Complex That the report be received and noted, and further that: (i) The capital budget be reviewed to include all projected costs and that additional grant funding be sought to complete the construction of the Uralla Sporting Complex and that the building be delayed until adequate funding is sourced; and further that (ii) Consultation be undertaken with the Open Space and Recreation Panel on other suitable options if additional grant funding is unable to be sourced.	DIR					Build delayed.	B	
	15.03/16	Draft Management Plan for Wooldridge Fossicking Reserve That the report be received and noted and that the Draft Management Plan be approved for public exhibition for 28 days.	DIR							
	17.03/16	Roads to Recovery Funding Priorities That Council adopt the following priority list for the expenditure of Roads to Recovery funding over the next four years:-	DIR							

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
		Project R2R Budget 1 Bergen Road - completion of unsealed section. Realignment and bitumen seal (under construction) \$600,000 2 Mihi Bridge - based on 50% State funding-(ie \$ 520,000 total cost) 26.2 metres x 8 metres wide \$260,000 3 Munsias Bridge - based on 100% State funding-(ie \$800,000 total cost) 65.5 metres X 4 metres wide \$800,000 4 Bingara Road - continue gravel and bitumen sealing program -2 kms \$420,000 5 Jacksons Road - 640 metres gravel and bitumen seal-single lane \$150,000 6 Saumarez War Service Road - 350 metres - gravel and bitumen seal \$150,000 7 Tulong Road - 1.15 kms gravel and bitumen seal \$200,000 8 Eastern Avenue from causeway to Glenroy Road 2.1 kms - rehabilitation - single lane, very weak material, may need extra pavement \$320,000 9 Burtons Lane 1.39 kms - rehabilitation-single lane \$250,000 10 Gilmore Place, Uralia -								

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
		rehabilitation-AC overlay \$40,000 11 Park Street, Uralla, from Queen Street towards Uralla Street - rehabilitation-100metresx 10.2 metres \$50,000 12 John Street, Uralla, from Bridge Street to Queen Street - rehabilitation 205 metres x 13.7 metres \$100,000 13 Leece Road - west of Wilkins Street - realign and rehabilitate-350 metres \$120,000								
	19.03/16	Allocation of Administration Overheads to Capital Projects The Chief Financial Officer prepare a report to Council on the rationale for the change of accounting treatment of administrative overhead expense as a period cost to a component of capital expense for own constructed assets, using the construction of Emu Crossing Bridge as an example.	CFO					A report will be prepared once the draft budgets are completed.	A	
	28.03/16	Grace Munro Lease Motion to lay item regarding the Grace Munro Aged Care Centre lease on the table, awaiting a further report following the meeting with Bundarra Grace Munro Centre, on 4 April 2016.	EMCC					Meeting rescheduled for 27 April 2016.	B	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
23 MAR	26.03/15	<p>Land Disposal - Karava Place, Uralla</p> <p>That Council:</p> <ol style="list-style-type: none"> 1. Notify all affected landowners of the completion to Amendment 2 of the Uralla Local Environmental Plan 2012; 2. Offer Option 5 to all affected landowners being purchaser payment consisting of a peppercorn payment of \$1.00, conveyancing costs and a percentage of the surveying relating to the area of land being purchased; 3. Give the General Manager delegation to negotiate payment options; and 4. Endorse the fixing of the Council Seal on any necessary documentation relating to the subdivision and sale. 	MTPR/DIR				<p>23/3/15</p> <p>2/6/15</p> <p>2/6/15</p> <p>27/5/15</p> <p>2/6/15</p> <p>2/6/15</p> <p>2/6/15</p> <p>2/6/15</p> <p>2/6/15</p> <p>20/7/15</p> <p>5/8/15</p>	<p>Letter sent</p> <p>Offer sent with contract of sale for consideration by affected parties</p> <p>Negotiations between all parties not yet completed.</p> <p>Plan of Subdivision</p> <p>Contract of Sale – Herbert</p> <p>Contract of Sale – O'Halloran</p> <p>Contract of Sale – Chapman</p> <p>Contract of Sale – Hudson</p> <p>Contract of Sale – Carter</p> <p>Contract of Sale – Ackling</p> <p>Titles have been received and forward to solicitors.</p> <p>Title transfers signed and forwarded to solicitors.</p>	<p>C</p> <p>C</p> <p>B</p> <p>C</p> <p>B</p> <p>B</p> <p>B</p> <p>B</p> <p>B</p> <p>B</p>	

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM
27 APR 2015	23.04/15	<p>Grace Munro Lease Arrangement That:</p> <ol style="list-style-type: none"> 1. A formal lease agreement for Grace Munro be arranged to cover Council's annual maintenance and renewal expenses of \$35,000; 2. A robust Memorandum of Understanding (MOU) with Hunter New England (HNE) Health be developed clearly stipulating each party's responsibility; and 3. A budget allocation for the installation of a Sprinkler System be incorporated into the 2016-17 year of the draft Long Term Financial Plan (LTFP). 	EM-C&C	NA	NA	NA	Sept	<p>Lease signed for \$35,000 per year backdate to October 2015. Monthly payments commencing. March meeting authority to execute seal.</p> <p>MOU has lapsed due to lease in place no need to update MOU</p> <p>Sprinkler system tender extension granted until August 2016 for Grace Munro. Meeting with GM board 4 April to review strategy for continued operation</p>	C	
23 NOV 15	24.11/15	<p>Bergen Road Land Acquisition and Exchange For Road Works That the Council approve for the exchange of land associated with the reconstruction of Bergen Road and authorise the General Manager to complete all documentation.</p>	DIR / GM						A	
26 APRIL 16	05.04/16	<p>National General Assembly Local Govt That: The Acting General Manager's report be received and noted and</p>	GM					Motions lodged on web site	C	

SCHEDULE OF ACTIONS – COUNCIL MEETINGS

Key A: Action Required B: Being Processed C: Completed

Meeting Date	Business Minute Item No.	Report Title and Council Resolution	Responsible Officer	Community Engagement Assessment Completed	Media Release Required	Budget Variation Completed	Action Date	Comments	Status	Minute No. TRIM

BLANK

14. CONFIDENTIAL BUSINESS

There is no Confidential Business.

15. AUTHORITY TO AFFIX THE COMMON SEAL

Department: Infrastructure & Regulation
Submitted by: Consultant Town Planner
Reference: 2.16.05.06
Subject: Application Council Seal to Section 88b instrument – DA-69-2015 – Mr C & Mrs S Ritchie

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: 2.1 An attractive environment for business, tourism and industry
Strategy: 2.1.4 Implement tools to simplify development processes and encourage quality commercial, industrial and residential development
Action: 2.1.4.1 Assess and determine regulatory applications, including development applications, complying development certificates, construction certificates, Section 68 certificates, Bushfire Attack Level (BAL) Certificates, and Conveyancing certificates

SUMMARY:

The purpose of this report is to provide background to the development approval conditions requiring the preparation of a Section 88b Instrument placed on land known as 41 Rock Abbey Road, Uralla being Lot 1 DP 1192269 and to gain the necessary resolution to use the Council Seal on the Section 88b Instrument.

OFFICER'S RECOMMENDATION:

That Council endorse the affixing of the Council Seal on the Section 88b Instrument relating to Development Application DA 69/2015 on land known 41 Rock Abbey Road Uralla, being Lot 1 DP 1192269.

BACKGROUND:

Council has placed development approval conditions on the subdivision to enforce the conditions issued in relation to the Environmental Management Zone E4 and an easement to be created over an existing water main, for access provision and maintenance.

A report was prepared and placed before Council at its Ordinary Meeting held on 29 March 2016 requesting a resolution to use the seal on an 88b instrument. Council resolved to lay the report over until clarification had been given in regards to the nature of the development consent conditions.

REPORT:

As part of a subdivision for Mr C & Mrs S Ritchie on land known as 41 Rock Abbey Road Uralla, being Lot 1 DP 1192269, Council has placed development approval conditions on the subdivision in relation to the Environmental Management Zone E4 and an easement to be created over an existing water main, for access provision and maintenance.

The conditions read:

1. The remnant vegetation area contained within the area zoned E3 is to be fenced off to control stock grazing, trampling and compaction. This is to be ensured in perpetuity by way of section 88b instrument under the Conveyancing Act 1919.
2. All exotic weeds are to be removed from the E3 zoned land. All exotic biomass are to be disposed of offsite. This is to be ensured in perpetuity by way of section 88b instrument under the Conveyancing Act 1919.
3. All fallen timber and other potential habitat features are to be retained within the E3 zoned land. This is to be ensured in perpetuity by way of section 88b instrument under the Conveyancing Act 1919.
4. All mature canopied trees with a diameter at breast height (DBH) of greater than 200mm are to be retained. This is to be ensured in perpetuity by way of section 88b instrument under the Conveyancing Act 1919.
13. An easement is to be created over the existing water main through Lot 11 benefiting Lot 10. This easement is to be a minimum of 3 metres wide.
14. An easement over the existing water main is to be created over Lot 102 DP 1178852 creating linkage to the water easement from the reservoir to the easements within the proposed development.

Please note that there was a typing error and that the conditions should refer to the E4 zone and not E3. The development consent has been corrected.

Council's seal needs to be fixed to the Section 88b instrument to allow registration with the Land Titles Office. The *Local Government Act 1993* requires a resolution of Council to allow the seal to be affixed.

There was some concern from Councillors as to the origin of conditions 1 – 4. These conditions come directly from the recommendations of the Flora Study undertaken by Ecological Australia in July 2010 in preparation for the upzoning of the land as part of the standard template local environmental plan which was gazetted in March 2012 (*Uralla Local Environmental Plan 2012 (ULEP)*).

At Council's LEP workshop held 10 March 2011, Council discussed Environmental Zones and after considering the Flora Study chose to develop a ranking for Environmental Zones to be adopted within the draft ULEP. These zones afford differing degrees of protection to areas with ecological, scientific, cultural or aesthetic values. In determining which of these zones to use the following criteria was applied:

E1 National Parks and Nature Reserves – only to be used for areas formally listed as National Parks or Nature Reserves.

E2 Environmental Conservation. The objectives of this zone are:

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values; and

- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

It is expected that areas of high scientific, cultural or aesthetic values would be identified through a specialist study and if such are identified, consideration would need to be given for zoning as E2. In terms of areas of high ecological value, the following criteria would generally indicate this:

- Listing in Schedules 1, 1a or 2 of the NSW Threatened Species and Conservation Act (TSCA) as a threatened ecological community; and/or
- Listing under the Commonwealth Environmental Protection and Biodiversity Conservation Act (EPBCA) as a threatened ecological community.

The identification of such land would occur when a flora / fauna study is undertaken as part of a rezoning and/or development proposal.

It is also noted that both the TSCA and the EPBCA include consideration of 'critical habitat'. With such a listing, formal mapping is undertaken under the provisions of the relevant Act, and this must be taken into account should any rezoning proposal or development application be under consideration.

E3 Environmental Management. The objectives of this zone are:

- To protect, manage and restore areas of special ecological, scientific, cultural or aesthetic values; and
- To provide for a limited range of development that does not have an adverse effect on those values.

It is expected that areas of special scientific, cultural or aesthetic values would be identified through a specialist study and if such are identified, consideration would need to be given for zoning as E3. Judgement is needed to be exercised on the particular circumstances whether the area should be considered of 'high' or 'special' significance and thus whether an E2 or E3 zoning would be indicated.

Areas of special ecological value that should be protected with an E3 zone would generally be areas that exhibit significant attributes of a threatened ecological community, but which are degraded to the extent that they do not qualify as such under either Act. In addition, where development could significantly threaten downstream water quality due to steep slope (erosion potential) or other factors then an E3 zoning should be considered.

E4 Environmental Living. The objectives of this zone are:

- To provide for a low-impact residential development in areas with special ecological, scientific or aesthetic values; and
- To ensure that residential development does not have an adverse effect on those values.

Areas to be considered for zoning as E4 could include:

- Those with significant scenic values;
- Those with significant remnant vegetation that is not listed as a threatened ecological community.

Based on the rankings above, Council determined that it was appropriate for the land to be zoned E4 and that they preferred that the management recommendations would be applied against the land at the time of development rather than require a Vegetation Management Plan which was considered to be more onerous. This was relayed during discussions to the NSW Department of Planning, who agreed that this was appropriate.

Further, Council at an Extraordinary Meeting held on 12 May 2011 resolved (Resolution 163/11) to accept the content of the draft ULEP. The resolution is attached. An excerpt of that report is below for Councillor information.

Uralla Draft LEP Rationale as present to the Extraordinary Meeting of Council on 12 May 2011

**Zoning of Rural Land to R2 Low Density Residential at Barleyfields Road and Warwick Street Uralla
Land description**

Part of Lot 841 DP857745 and Part of Lot 225 DP755846 (the land noted as 'Proposed Zone R2 in Figure 1).

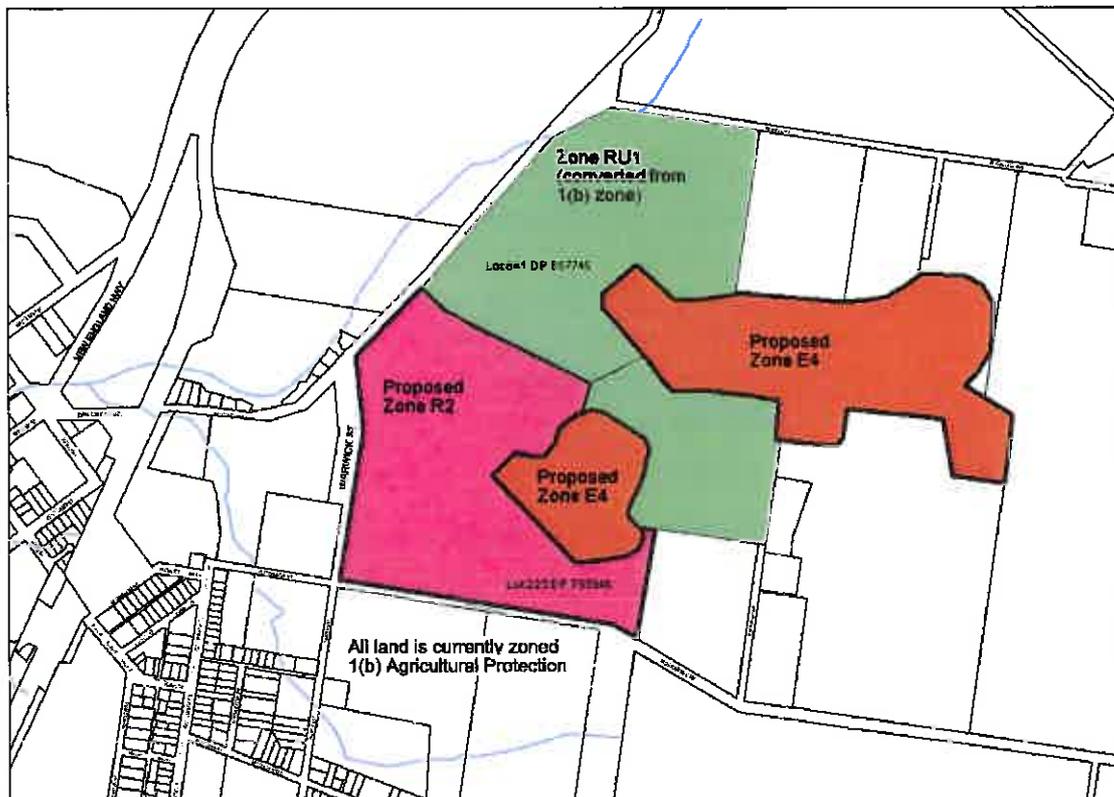


Figure 1 Land for rezoning at Barleyfields Road, Uralla

Issue

The New England Development Strategy identified this area of land for rezoning to large lot residential with recommended minimum lot sizes of 2,000m² to 4,000m². It was noted that 'larger residential lots in this location would be appropriate to maintain the low density character of the town' (p.30). The suggested area also included the smaller area of 'Proposed Zone E4' (Figure 1) which has been excluded from the proposed R2 zoning due to it being bush fire prone and following the recommendation of a flora/fauna study (see discussion below). The proposed area is some 42ha in extent and can be serviced by town sewer and water.

A preliminary review of the land indicated that flora/fauna and archaeological studies should be undertaken to determine suitability of the land for future development for these activities. There was no indication from a consideration of history of use that contamination of the land would be an issue. Previous work undertaken in the Local Environmental Strategy indicated that the land is otherwise potentially suitable for closer settlement. The archaeological study undertaken by Suzanne R Hudson Consulting concluded that "... the study area is able to be rezoned for development from an archaeological perspective as no sites of significance were found...". The flora / fauna study undertaken by Eco Logical Australia concentrated on the heavily vegetated areas of the land and made recommendations for zoning as E2 or E3 (see discussion in next section).

There are some limitations to water supply as the top water level of the reservoir that would service this development is 1062m AHD, and based on a minimum head requirement of 22m, this would adequately service land below 1040m AHD. However, around 25% of the proposed rezoning area is above the 1040m contour and a satisfactory water supply strategy would need to be implemented for this land. Engineering advice is that this can be achieved fairly readily using pressure increasing pumps.

A minimum lot size of 5,000m² (0.5ha) is recommended for the area (Figure 2). As the land has a generally south-westerly aspect, a slightly larger lot size than that suggested in the Strategy is preferred in order to provide for better solar access opportunities for each lot within any subdivision that may result.

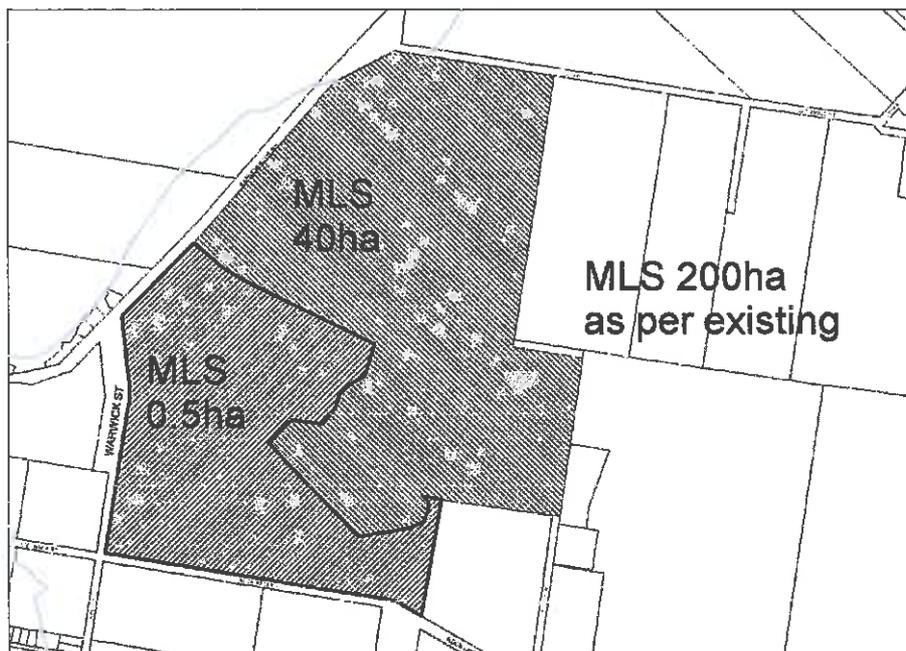


Figure 2 Proposed Minimum Lot Sizes for Barleyfields Road rezoning area

With the proposed lot size, there is potential yield of around 63 lots assuming a yield of about 75 percent (there are some lands unsuitable for development due to erosion and stormwater and these will reduce effective yields). This yield is commensurate with observed demand of around 16 to 20 new dwellings each year in or adjacent to Uralla (Strategy, p.27). It is proposed to implement a 40ha minimum lot size on the residual lot (Figure 2) and this would allow for one dwelling to be constructed on this lot.

The R2 (Low Density Residential) zone is preferred to R5 (Large Lot Residential) as the draft Uralla DCP treats the R2 zone more in line with a straight residential zone especially with respect to servicing (sealed roads, connection to town water and sewerage) which is appropriate for this land

immediately adjacent to the main township. The R5 designation is being used for lands more rural in nature where town water supply and sewerage services are not available.

Section 117 Direction 1.2 Rural Zones applies to this proposed change. The proposed change is inconsistent with this direction, however this is justified in accordance with the direction as it is supported by a recommendation in the New England Development Strategy 2010.

Proposed change

- Rezone the area indicated as Proposed R2 in Figure 1 from 1(b) Agricultural Protection to R2 – Low Density Residential. Minimum lot size to be 5,000m².
- Change the minimum lot size on the residual lot to 40ha, with the zoning to be converted from 1(b) to RU1 and E4.

**Zoning of Rural Land to E4 Environmental Living at Barleyfields Road and Warwick St Uralla
Land description**

The proposed rezoning affects parts of the following lots (see Figure 1) with ownership as indicated below:

Lot Description

Lot 841 DP 857745
Lot 225 DP 755846
Lot 842 DP 857745
Lot 1 DP 587246
Lot 2 DP 587246
Lot 1 DP 1005647
Lot 3 DP 1005647
Lot 5 DP 601600
Lot 1 DP 111982
Lot 85 DP 746291

Issue

The subject land is heavily timbered and bush fire prone. The Section 117 Direction relating to bush fire prone land (4.4), among other things states that a planning proposal must “introduce controls that avoid placing inappropriate developments in hazardous areas”. It would be extremely difficult to find suitable building envelopes on the land which also allow for appropriate Asset Protection Zones especially given limitations to clearing under the Native Vegetation Act 2003.

Given the apparently significant nature of the vegetation on the site, a flora and fauna study was commissioned from Eco Logical Australia. This study found in summary that “... the vegetation in both remnants has been highly disturbed and subject to a long history of grazing. The dense shrub layer and abundance of stringybarks exclude the vegetation from meeting the criteria of any threatened ecological communities...”. While not having a status subject to legislative protection, the study does recommend that a level of protection is implemented “... aimed at enhancing the vegetation community, and promoting natural regeneration” and suggested that zoning as either E2 or E3 be considered.

While E2 or E3 zoning has been recommended, the two remnant stands of vegetation do not contain any threatened ecological communities or species and are thus not of high ecological value. Further, it is considered that zoning them as E4 with minimum lot size restrictions to limit development will provide a suitable level of protection. In addition, as the areas are bush fire prone, development would be limited due to the difficulties in providing for Asset Protection Zones.

Section 117 Direction 1.2 Rural Zones applies to this proposed change. The proposed change is inconsistent with this direction, however this is justified in accordance with the direction as it is

supported by a recommendation in the New England Development Strategy 2010 which recommended rezoning to large lot residential of areas of 2,000 to 4,000m². The proposed rezoning to E4 will result in much less impact than that identified in the Strategy, and is more appropriate for the reasons discussed above.

Proposed changes

- *Rezone the areas indicated as “Proposed Zone E4” in Figure 1 to E4 with minimum lot sizes as indicated in Figure 2.*

Affected Developments

The management recommendations of;

- *Fencing off the two remanent vegetation areas, to control stock grazing, tramping, and compaction:*
- *Encouraging natural regeneration through:*
 - *Removal of grazing activities within the two stands of vegetation;*
 - *Management of exotic species, including primary weed control, and follow-up suppression of exotic weeds;*
 - *Exotic species biomass removed from within the two vegetation stands should be disposed of offsite, within an appropriately licenced facility able to receive greenwaste;*
 - *Retaining all fallen timber and other potential habitat features;*
 - *Retaining all mature canopy trees with a diameter at breast height (dbh) of greater than 200mm; and*
 - *Deliberate soil disturbance of soil compaction areas from livestock to encourage the release of soil-stored seed banks and creating niches for regeneration.*

were taken up by the supportive owners of the land before the upzoning took place and have been applied against the following subdivisions as restrictive covenants:

- Ritchie DA 22/2012 Approved 3 July 2012
- Bower DA 27/2012/1 Approved 22 October 2012
- Bower DA 27/2012/2 Approved 12 February 2013
- Ritchie DA 6/2013 Approved 19 April 2013
- Ritchie DA 69/2015 Approved 29 January 2016

CONCLUSION:

The background to the conditions of development consent reflect the management recommendations from the Flora study prepared by Ecological Australia for the upzoning of the R2 land in the Uralia Local Environmental Plan 2012. This also included the implementation of the E4 zoning, which was discussed and determined as an appropriate direction in Council’s LEP Workshop held 10 March 2011.

This has been followed through with placement on development which has taken pace on the affected land.

COUNCIL IMPLICATIONS:

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

2. Policy and Regulation

Conveyancing Act 1919

Uralla Local Environmental Plan 2012

Uralla Development Control Plan 2011

Local Government Act 1993

Environmental Planning & Assessment Act 1979

3. Financial (LTFF)

Nil

4. Asset Management (AMS)

Nil

5. Workforce (WMS)

Nil

6. Legal and Risk Management

Nil

7. Performance Measures

Nil

8. Project Management

Nil

Prepared by staff member: Libby Cumming, Consultant Planner

Approved/Reviewed by Acting Director Infrastructure & Regulation
Manager: Infrastructure & Regulation

Department:

Attachments: L. Recommendations – Flora Study – Ecological Australia –
29 July 2010

5 Recommendations

Recommendations for the two stands of vegetation within Lot 841 of DP 857745 have been split into two categories, management and protection. The management recommendations for the two stands of vegetation are aimed at enhancing the vegetation community, and promoting natural regeneration. Recommended management measures include:

- Fencing off the two remnant vegetation areas, to control stock grazing, trampling, and compaction;
- Encouraging natural regeneration through:
 - Removal of grazing activities within the two stands of vegetation;
 - Management of exotic species, including primary weed control, and follow-up suppression of exotic weeds;
 - Exotic species biomass removed from within the two vegetation stands should be disposed of offsite, within an appropriately licensed facility able to receive green waste;
 - Retaining all fallen timber and other potential habitat features;
 - Retaining all mature canopy trees with a diameter at breast height (dbh) of greater than 200mm; and
 - Deliberate soil disturbance of soil compaction areas from livestock to encourage the release of soil-stored seed banks and creating niches for regeneration.
- A Vegetation Management Plan (VMP) or similar management plan should be established for the two stands of vegetation, that will incorporate specific methods that should be used to encourage natural regeneration, whilst controlling exotic species and enhancing the natural characteristics of the site. A VMP could be registered and attached by way of covenant to the subject areas. A VMP should be established, outlining:
 - Aims and objectives for protection and enhancement of the vegetation stands;
 - Details of any site preparations required (i.e. fencing, buffer areas, soil works, etc);
 - Methods and program for regeneration activities;
 - Maintenance program (ongoing maintenance works required to manage vegetation and suppress exotic species);
 - Monitoring and reviewing regeneration activities; and
 - Potential time frame and costs associated with the regeneration activities (this can be undertaken for potential funding opportunities that may arise).

Protection recommendations for the two vegetation stands are aimed at formalising protection of the vegetation through incorporation into environmental planning instruments, through the Uralla LEP. There are two options to be considered for the protection of these two areas of remnant vegetation. One involves the keeping of the current zoning, with the implementation of certain management strategies, as outlined above, or the second requires the re-zoning of the areas to Environmental Protection areas, either under E2 or E3 of the LEP.

The current zoning of the two vegetation stands falls within 1(b) Agricultural Protection. One objective of this zone, as stated within the LEP is to:

'protect, enhance and conserve trees and other vegetation in environmentally sensitive areas where the conservation of the vegetation is significant to scenic amenity or natural wildlife habitat or is likely to control land degradation' (Uralla Shire Council 1988).

With this objective in place the only measures needed to protect and enhance these areas of remnant vegetation would involve the management recommendations outlined above.

The two stands of vegetation could potentially be re-zoned as Environmental Protection Zones under the Uralla LEP. The Environmental Protection zones, as outlined within the Uralla LEP, specifically relate to land where the primary focus is the conservation and/or management of environmental values. There are two tiers to choose from for the re-zoning of these areas to Environmental Protection zones:

- E2 Environmental Conservation, this zone is for areas with high ecological, scientific, cultural or aesthetic values outside national parks and nature reserves. The zone provides the highest level of protection, management and restoration for such lands whilst allowing uses compatible with those values (Uralla Shire Council 1988).
- E3 Environmental Management, this zone is for land where there are special ecological, scientific, cultural or aesthetic attributes or environmental hazards/processes that require careful consideration/management and for uses compatible with these values (Uralla Shire Council 1988).

Both of these tiers appear very similar, but they both contain subtle differences. The E2 Environmental Protection zone focuses on the conservation of highly significant values that occur within these zones, providing the highest level of protection. The E3 Environmental Protection zone states that it only manages special attributes and/or hazards within these zones, thus not focusing on conservation (Uralla Shire Council 1988).

Should this option be considered it is recommended that the two vegetation stands outlined within this report be zoned as E3 Environmental Management for aesthetic reasons, given the location on the edge of town and the intact native canopy that resides within the two vegetation stands. The zoning should incorporate a buffer area surrounding the vegetation stands to counter any edge effects that may result from the surrounding land uses and potentially serve as an Asset Protection Zone (APZ) if required for future Large Lot Residential areas. This buffer should be at a minimum 25m, and incorporate native ground cover and understorey species that could be managed if required as an APZ.



LATE REPORTS TO COUNCIL

23 May 2016

4. Late Reports to Council

LATE REPORTS TO COUNCIL

LATE REPORTS TO COUNCIL

23 May 2016

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LATE REPORTS TO COUNCIL

23 May 2016

Department: General Managers Office
Submitted by: General Manager
Reference: Item 1
Subject: Local Government Elections

LINKAGE TO INTEGRATED PLANNING AND REPORTING FRAMEWORK

Objective: A strong accountable and representative Council
Strategy: Undertake the civic duties of council with the highest degree of professionalism and ethics
Action: Local government elections are held every four years

SUMMARY:

The purpose of this report is to advise Council of the arrangements for the local government elections for Uralla Shire Council.

OFFICER'S RECOMMENDATION:

That Council:

1. Receive and note the report advising that the local government elections for Uralla Shire Council are now scheduled to be held on Saturday 10 September 2016
2. Note that the NSW Electoral Commission will be conducting the election.

BACKGROUND:

Uralla Shire Council had previously been advised by the Minister for Local Government that the elections were to be deferred until March of 2017 because of the implications of the merger proposal involving Armidale Dumaresq, Guyra, Walcha and Uralla councils.

REPORT:

Council has now received advice from the Minister for Local Government (see attachment) that the elections will go ahead as originally scheduled on Saturday 10 September 2016.

The election will be conducted by the NSW Electoral Commission and the likely timeline is...

Key Date	Time	Schedule
Monday, 1 August	6.00pm	Nominations Open Close of Rolls
Wednesday, 10 August	12.00 noon	NOMINATION DAY Close of nominations Registration of Electoral Materials commences
Monday, 29 August		Pre-poll voting opens
Friday, 2 September	5.00pm	Registration of Electoral Material closes
Monday, 5 September	5.00pm	DI voting commences Postal vote application closes
Friday, 9 September	6.00pm	DI voting closes Pre-poll voting closes
Saturday,	8.00am - 6.00pm	Election Day

LATE REPORTS TO COUNCIL

23 May 2016

Key Date	Time	Schedule
10 September		
Monday, 12 September	6.00pm	Return of postal votes closes

Councillors should note that the election will be conducted on the basis of the results of the referendum held in 2012 and that involves the election of four councillors from each of two wards and a popularly elected Mayor.

Councillors will be given an opportunity to provide input into the staging of the election including such things as location of polling booths once the Electoral Commission has contacted Council.

COUNCIL IMPLICATIONS:

1. Community Engagement/ Communication

The Electoral Commission will provide Council with information regarding the election and will also separately publicise the election and the need for current enrolments.

2. Policy and Regulation

- NSW Local Government Act (1993);
- NSW Local Government (General) Regulations 2005;

3. Financial (LTFP)

An allocation of \$60k has been provided in the draft budget but it may be necessary to refine this figure when the Electoral Commission provides its estimates. (The 2012 election costs approximately \$50k)

4. Asset Management (AMS)

Councils draft Asset Management Strategy is not completed at this time.

5. Workforce (WMS)

No implications.

6. Legal and Risk Management

The risk associated with conducting the election has been minimised by the appointment of the Electoral Commission of NSW

7. Performance Measures

N/A

8. Project Management

N/A

LATE REPORTS TO COUNCIL

23 May 2016

George Cowan
Acting General Manager

Prepared by staff member: George Cowan
Approved/Reviewed by Manager: George Cowan
Department: General Managers Office
Attachments: 1
A. Letter from the Minister for Local Government



The Hon Paul Toole MP
Minister for Local Government

A.
—

Cr Michael Pearce
Uralla Shire Council
PO Box 106
URALLA NSW 2358

Dear Mayor,

As you are aware, I recently published two Ministerial orders delaying elections for all councils that were subject to a merger proposal that was before the NSW Boundaries Commission.

As you are also aware, the NSW Government announced the creation of 19 new councils on 12 May 2016.

Given the importance of all councils returning to business as usual, it is my intention to revoke the order which delayed your council's election. Your council's election will go ahead on Saturday 10 September 2016. The Electoral Commission will be in touch with your council to ensure arrangements are in place to run a successful local election.

If you have any questions on this matter, please contact Corin Moffatt in my office on 02 8574 7016 or at corin.moffatt@minister.nsw.gov.au.

Yours sincerely,

Paul Toole
Minister