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# SUBLEASE

New South Wales  
Real Property Act 1900

Appendix "A"  
Leave this space clear. Affix additional  
pages to the top left-hand corner.

**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**

Revenue NSW use only
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(A) **HEAD LEASE**

Rail Corporation New South Wales ABN 59 325 778 353 lease to Berrigan Shire Council ABN 53 900 833 102
--

(B) **TORRENS TITLE**

Property leased Part folio identifier 1/1126444 being that part formerly known as folio identifier 5/814092
--

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference: <input type="text"/>	<b>SL</b>

(D) **SUBLESSOR**

Berrigan Shire Council ABN 53 900 833 102
---

The sublessor leases to the sublessee the property referred to above.

(E)

Encumbrances (if applicable):

(F) **SUBLESSEE**

Finley Community Help Group Inc. INC1700943
---

**TENANCY:**

(G)

- (H) 1. **TERM:** Five (5) Years  
2. **COMMENCING DATE:** 1 April 2017  
3. **TERMINATING DATE:** 31 March 2022  
4. With an **OPTION TO RENEW** for a period of set out in clause No. of  
5. Together with and reserving the **RIGHTS** set out in clause No. Not applicable of .  
6. Incorporates the provisions or additional material set out in **ANNEXURE(S)** Annexure A and B hereto.  
7. Incorporates the provisions set out in memorandum recorded No. Not applicable  
8. The **RENT** is set out in 1 of Annexure A

## DATE

- (I) 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]

Signature of witness:

Name of witness:

Address of witness:

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

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of: Berrigan Shire Council

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

Signature of witness:

Name of witness:

Address of witness:

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

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of: Finley Community Help Group Inc.

(I) **STATUTORY DECLARATION \***

I

solemnly and sincerely declare that –

1. The time for the exercise of option to renew in expired sublease No. \_\_\_\_\_ has ended; and
2. The sublessee under that sublease 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 \_\_\_\_\_ 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 an identification document and the document I relied on was

Signature of witness:

Signature of applicant:

\* 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.

## ANNEXURE A

# Deed of Commercial Sublease Summary and Terms and Conditions

<b>Lessor:</b>	<b>Berrigan Shire Council ABN 53 900 833 102</b>	
<b>Lessee:</b>	<b>Finley Community Help Group Inc. INC1700943</b>	
<b>Guarantor:</b>		
<b>Property:</b>	<i>Street address</i>	12 Endeavour Street, Finley NSW 2713 Part folio identifier 1/1126444 being that part formerly known as folio identifier 5/814092
	<i>Nature of property</i>	Commerical
	<i>Additional area Parking/storage</i>	Lease includes access to and use of parking area adjacent to the property

## 1. Summary (continued from LPI Lease Form)

(a) **Rent** (clause 2)

- (i) \$1 per annum by annual instalments of \$1.00.
- (ii) GST is included in the rent.

(b) **Rent reviews** (clause 2)

- (i) Not applicable.

(c) **Outgoings** (clause 2)

(i) **Outgoings**

- (1) Council rates;
- (2) Water rates;
- (3) Land tax calculated as if the lessor owned no other land other than the premises;
- (4) Building insurance;
- (5) Strata administrative fund and capital works fund;

.....  
Signed by the lessor

.....  
Signed by the lessee

.....  
Witness

.....  
Witness

(6) The lessor's public liability insurance;

(7) [insert other outgoings]

net of any GST payable by the lessor.

(ii) **Lessee's share and payment of outgoings**

100%;

Increases in outgoings after the base year ;

Percentage being % of the outgoings for the building or property of which the premises are part;

Percentage being % of increases in outgoings for the building or property of which the premises are part;

Payable by reimbursement in arrears;

Payable in advance in accordance with the lessor's budget.

Note: clause 2 makes provisions in relation to utilities in addition to outgoings.

(d) **Bond** (Clause 2)

Not applicable.

(e) **Interest rate** (Clause 2)

Not applicable.

(f) **Permitted use** (Clause 3)

Premises are to be used for a not for profit second hand shop and any other use reasonably connected with the general day to day operations of a not for profit second hand shop.

(g) **Insurance** (clause 6)

Minimum public liability insurance: \$20,000,000.00

Plate glass:

**2. Alterations or additions to Annexure B**

(a) The lessor warrants that the terms of this sublease are not inconsistent with the terms of the head lease of the subject premises and the lessee performing its obligations hereunder will comply with the terms of the head lease. Any default by the lessor in performance of its obligations under the head lease shall be a default hereunder.

(b) The lessor warrants that the head lessor, Rail Corporation New South Wales ABN 59 325 778 353, has consented to this sublease.

.....  
Signed by the lessor

.....  
Signed by the lessee

.....  
Witness

.....  
Witness

## ANNEXURE B

# Deed of Commercial Sublease

## Terms and Conditions

Alterations to these Terms and Conditions are made in the Lease Summary.  
These Terms and Conditions remain in their copyright form without alteration.

2015 Edition

<b>Lessor:</b>	<b>Berrigan Shire Council ABN 53 900 833 102</b>
<b>Lessee:</b>	<b>Finley Community Help Group Inc. INC1700943</b>

### Contents

Clause	Description
1	Grant, renewal and holding over
2	All agreements relating to money
3	Use
4	Assignment and subletting
5	Maintenance, repairs, alterations and additions
6	Insurance and indemnity

Clause	Description
7	Damage
8	Guarantee
9	Default and termination
10	General agreements
	Execution page

### 1. Grant, renewal and holding over

- (a) The lessor grants to the lessee a lease of the premises for the term.
- (b) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date then, provided at the date of the exercise of this option and at the terminating date the lessee is not in breach of this lease, the lessor

shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.

- (c) If the rent payable on renewal of this lease is to be determined by a review to market and the lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an

.....  
Signed by the lessor

.....  
Signed by the lessee

.....  
Witness

.....  
Witness

First and last page of annexure must be signed by all parties

independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.

- (d) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis and may be terminated by either party giving to the other, at any time, one month notice in writing.

## **2. All agreements relating to money**

### **(a) Rent**

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

### **(b) Rent review**

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends.
- (ii) If the summary specifies a rent review for an anniversary against the Sydney All Groups CPI the rent shall be increased by the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any

time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI 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.

- (iii) If the summary specifies a rent review to market for an anniversary then:

- (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.
- (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
- (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the New South Wales Division of the Australian Institute of Valuers to appoint the independent expert.
- (4) The independent expert's determination shall be final and binding.
- (5) If the independent expert's rent determination is less than the rent payable immediately before the review then the rent shall not change.
- (6) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
- (7) The independent expert 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.
- (8) The lessor must provide the independent expert with such

information as the independent expert reasonably requires.

**(c) Outgoings**

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.
- (iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to the lessor's budget, the following provisions apply:
  - (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
  - (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
  - (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

**(d) Other expenditure**

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

**(e) Bond or bank guarantee**

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.
- (ii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its

obligations under the lease and otherwise be in a form acceptable to the lessor.

- (iii) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed rent as the commencing bond or guarantee bears to the commencing rent.
- (iv) When this lease ends, the lessor must immediately refund any bond paid by the lessee after deduction of all amounts required to rectify all breaches of the lease by the lessee.
- (v) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.

**(f) Goods and services tax (GST)**

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the lessee. The lessee shall pay the GST in addition to the cost of the supply.

**(g) Interest on overdue money**

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

**(h) Legal costs**

The lessee shall pay the lessor's reasonable legal costs and disbursements of and incidental to:

- (i) The negotiation, preparation and registration of this lease;
- (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and
- (iii) Any breach of this lease by the lessee or the guarantor.

### 3. Use

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- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the premises for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of repair or suitability of the premises for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.
- (b) The lessee shall not use the premises otherwise than for the purpose specified in the summary.
- (c) The lessee shall comply with all requirements of law in relation to its use of the premises.
- (d) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (e) The lessee shall not store or use an inflammable or dangerous substance upon the premises or any property of which the premises may be part unless a normal incident of the permitted use.
- (f) The lessee shall not do or permit to be done on the premises or in any property of which the premises may be part anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of any property of which the premises may be part or use the premises in any noisy, noxious or offensive manner.
- (g) The lessee shall not obstruct or interfere with any of the entrances or common areas of any property of which the premises may be part.
- (h) 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.
- (i) The lessee shall secure the premises against unauthorised entry at all times when the premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and secure the premises if the premises are left unsecured.

### 4. Assignment and subletting

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- (a) The lessee shall not assign, sublet, part with possession or otherwise deal with the premises without the prior written consent of the lessor.
- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
  - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
  - (ii) The proposed assignee has business experience that is inferior to the experience of the lessee.
  - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) 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.

### 5. Maintenance, repairs, alterations and additions

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- (a) The lessee shall keep the interior of the premises and all fixtures and fittings 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 is 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 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 the premises and view the state of repair and may serve upon the lessee at the 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 the lessor may at any time enter the premises and carry out the required repairs.
- (c) After each 3 years of the term the lessee shall repaint and redecorate such part of the interior of the premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the premises and all non-operative light fittings and shall regularly clean the premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all air conditioning, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of premises by the lessee, including fair wear and tear.
- (f) The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the 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 use or occupation of the premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service any grease traps provided for the use of the 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.

## 6. Insurance and indemnity

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- (a) The lessee shall keep current at all times during the currency of this lease:
  - (i) A public liability insurance policy, noting the interest of the lessor, for the premises and the business for an amount of not less than the amount specified in the summary;
  - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee; 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 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 premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of 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.

## 7. Damage

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- (a) If a substantial part of the premises is damaged to an extent that the premises are unfit for the approved use then the rent shall abate and this lease, 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 premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the 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 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 its 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.

## 8. Guarantee

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In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
  - (i) The lessor may not have exercised all or any of its rights under the lease; or
  - (ii) The lessor may not have made prior demand upon the lessee; or
  - (iii) The lessor may have granted time or other indulgence to the lessee; or
  - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and
- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

## 9. Default and termination

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- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
  - (i) Specify the breach; and
  - (ii) Specify the steps required of the lessee to rectify the breach; and
  - (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.
- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

## 10. General agreements

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- (a) **Quiet enjoyment**  
The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.
- (b) **Alterations**  
The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.
- (c) **Remove fixtures**  
When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part 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.

**(d) Hours**

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

**(e) Signage**

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

**(f) Infrastructure repair by lessor**

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

**(g) Prospective tenants or purchasers**

The lessee shall at all reasonable times permit the lessor to show the 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.

**(h) Service**

Any notices or documents required to be served under this lease may be served in the manner described in the Conveyancing Act 1919 or may be left at the address of the lessor or lessee shown on the first page of Annexure A unless otherwise notified by either party in writing.

**(i) Strata**

In the event of the lessor wishing to effect a strata subdivision of any property of which the

premises may be part 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.

**(j) 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.

**(k) Use of common property**

The lessee shall have the right, in common with other lessees of other parts of the property of which the premises form part, to use the common property in and about the premises in accordance with the rules which may be made from time to time by the lessor, an owners' corporation or manager for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within any property of which the premises may be part.

.....  
Signed by the lessor

.....  
Signed by the lessee

.....  
Witness

.....  
Witness

## EXECUTION PAGE

### EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY BERRIGAN )  
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

SIGNED SEALED & DELIVERED BY FINLEY )  
COMMUNIT HELP GROUP 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



## Major Event Funding Application Form

Information provided in this application will be used to determine Council funding.  
Applications will be assessed by the Events Committee.

### Part One – Details of Group/Organisation Making Application

#### 1.1 Group/Organisation Details

Name of Group/Organisation: *Southern Riverina Vehicle & Machinery Club  
with Lion's Club of Finley*

Address of Group/Organisation: .....

#### 1.2 Contact Details

Name: *Bill Rowlands*

Position: *Club member*

Postal Address: *141 Coree St. Finley P.S.W. 2713*

Telephone No. (B/H) .....

(A/H) *03 5883 1354*

Fax No.: .....

Email address: *lybillrowlands@bigpond.com*

#### 1.3 Proof of Incorporation

Does the group or organisation have legal status of organisation (Incorporated, Association)?

Please tick appropriate box and provide registration number and date of establishment:

Yes Registration Number: *1253639*

Date of Establishment: .....

No

#### 1.4 What is your Group/Organisation GST status? (Please tick one box below)

- No ABN and not registered for GST (please attach a Statement by Supplier).  
 ABN but not registered for GST (please attach a copy of the ABN Certificate).  
 ABN and registered for GST (please attach a copy of the ABN Certificate).  
 Currently applying for ABN/GST registration (when received Council will require this information before funding can be made).  
 Section 355 Committee of Berrigan Shire Council.

*Incorporation No. 1253639*

*A.B.N. 395190625*



## Major Event Funding Application Form

## Part Two – Event Overview

## 2.1 Event Title

Southern Riverina Vehicle & Machinery Club Show and Shine

## 2.2 Event Description (Briefly describe the proposed event in one or two sentences)

Bike, car and Truck vintage and veteran vehicles on display and competition, together with swap meet stalls and food & drink outlets.

## 2.3 Location of Event (Address)

West side of the Finley Showgrounds

## 2.4 Event Start Date:

18/03/2018

## Finish Date:

18/03/2018

## 2.5 Has the event been held in previous years? If so, how many years?

Yes, 2 years

## 2.6 Please specify any other assistance (financial and in-kind) that has been provided to the group or organisation by Council over the past three years and for which project/event.

Yes \$2500.00 for April Show & Shine 2016

## 2.7 Has a representative of the group met with Council staff before lodging this application?

 Yes

Staff information:

Supplied and explained application form.

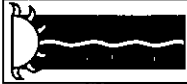
 No

## 2.8 How many people are expected to attend this event?

approx 200

## 2.9 How did you estimate this number? (Please provide any evidence from previous events)

Numbers from the 2016 event, estimating an increase. The 2017 event was severely reduced with extremely bad weather.



## Major Event Funding Application Form

### Part Three – Project Funding Assessment Criteria

It is important that all sections are completed to assist the Committee in their assessment, and that your responses target the assessment criteria contained in the Funding Guidelines. Attach additional pages if required.

#### 3.1 Event Rationale

What is the main objective of holding this event?

To give the public the opportunity to view the work of vehicle enthusiasts. To create a friendly competition with vehicle entrants. To provide swap meet sides for the public. To raise some funds for the local vehicle club.

#### 3.4 Funding Requested from Council

Amount \$ 600.00

Please explain what the funding will be used for?

Promotion for the event, the town of Finley, and the Borough Shire


**Major Event Funding Application Form**
**3.5 Marketing and Promotion**

List the activities that you will undertake to market and promote the event (how, when and through which mediums), identify who you are trying to attract by the activity (age, geographic location, special interest group), and how much each will cost. Enter total cost under Expenses "Advertising" in Section 4.1 Program Budget.

Double space the table

Dates	Advertising medium (Print, TV, radio, internet, etc.)	Advertising reach (e.g. circulation, no. of flyers, no. of adverts, etc.)	Scope	Est. Cost
e.g. 21/07/11 - 21/08/11 13-03-2018	Radio - StarFM, Macintyre	60 x 15 sec ads	Wodonga, Shepparton, Wagga	\$2,500.00
13-03-2018	Macintyre		Shepparton	165.00
7 <sup>th</sup> & 14 <sup>th</sup> -03-2018	S.R.N	Feature	Local	290.00
03-2018	S.R.N	Whats On.	Local	5.50
Jan - Feb. 2018	S.R.N	2000 Flyers	Southern Riverina and North West Victoria	400.00
<b>Total Advertising Cost</b>				<b>\$ 860.50</b>

**Part Four - Financial Details of Project**

A copy of the groups/organisations latest annual report and financial statement (including balance sheet) must be attached to this application.

Double space the table.

**4.1 Program Budget**

<b>INCOME</b>	
Source	Total \$
Amount requested from Council (from Question 3.4)	600
Funds provided from your organisation	
Corporate sponsorship	
Business/philanthropic contribution	
Other government contribution	
Fees/admission	1400
Food and drinks	500
Raffles/Fundraising	200
Other (please specify) Swap meet stalls	160
<b>Total Income of event</b>	<b>2860</b>

<b>EXPENSES</b>	
Source	Total \$
Administration	90
Advertising (from Question 3.7)	860
Printing	400
Marketing materials	
Hire fees	150
Entertainment	200
Food and drinks	260
Prizes/donations	440
Permit fees	
Other (please specify) Raffle	80
<b>Total expenditure of event</b>	<b>2480</b>




**Major Event Funding Application Form**
**Part Five – Authorisation and Compliance**

This is to be signed by two executive committee members of the group/organisation

I declare that the information supplied in this form is to the best of my knowledge accurate and complete.

Name: <u>ROBERT COLLESPIO</u>	Name: <u>Bill Rowlands</u>
Position: <u>PRESIDENT</u>	Position: <u>Finley Lion's Member</u>
Address: <u>26 ALEXANDER AVE</u>	Address: <u>141 Coree St.</u>
<u>BERRIGAN</u>	<u>Finley NSW 2713</u>
Phone: (AH) <u>58851221</u>	Phone: (AH) <u>03 5883 1354</u>
(B/H).....	Phone: (B/H).....
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Date: <u>9-1-18</u>	Date: <u>6 January 2018</u>

**Part Six - Checklist**

	Yes (✓)	Committee Use Only
<b>Required:</b>		
All questions have been answered		
Copy of budget for the project		
Evidence of public liability insurance with coverage of \$20m, noting Berrigan Shire Council as an interested party		
<b>If applicable:</b>		
Copy of incorporation		
Proof of ABN		
Details of registration for GST		
Copy of latest Annual Report		
Additional supporting information		
Letter/s of endorsement from contributing organisations		
Letter/s from community groups/stakeholders supporting event		

Please forward completed applications to:

Berrigan Shire Council  
 Economic Development Officer  
 P.O. Box 137  
 BERRIGAN NSW 2712

Chubb Insurance Australia Limited,  
Level 12, 720 Bourke Street  
Melbourne, VIC, 3000  
AustraliaABN: 23 001 642 020  
AFSL: 239687

O +61 3 9242 5111  
F +61 3 9642 0909  
www.chubb.com/au

24 August 2017

**CHUBB**

## Certificate of Currency

### Public and Products Liability

To Whom It May Concern

<b>Policy Number:</b>	01CL440469
<b>Insured:</b>	The International Association of Lions Clubs
<b>Issuing Office:</b>	Melbourne
<b>Class:</b>	Public and Products Liability
<b>Policy Period:</b>	From: 01 September 2017 at 4.00pm local standard time To: 01 September 2018 at 4.00pm standard time, subject to annual renewal
<b>Cover:</b>	Subject to the terms, exclusions, definitions, conditions and limitations of this Policy Chubb shall indemnify the Insured for all sums which the Insured shall be legally liable to pay compensation in respect of Personal Injury, or Property Damage, occurring within the Policy Territory during the Policy Period as a result of an Occurrence happening in connection with the business of the Insured
<b>Limit of Liability:</b>	AUD 1,000,000 Any One Occurrence and AUD 1,000,000 in the Aggregate
<b>Participation:</b>	Chubb Insurance – 100%

This is a Policy summary only. Full details of this Insurance appear on the Policy Document.



Signed for and on behalf of Chubb Insurance  
Australia Limited.

Authorised Officer  
Chubb Insurance Australia Limited.  
ABN 23 001 642 020



JUA Underwriting Agency Pty Limited

ACN 004 566 465  
ABN 70 004 566 465  
AFSL 235411

P O Box 6003, KINCUMBER NSW 2251

Telephone: 02 4369 8317

Mobile: 0408 674 770

E-mail: [insurance@lions.org.au](mailto:insurance@lions.org.au)

Web: [www.lionsclubs.org.au/insurance](http://www.lionsclubs.org.au/insurance)

30 August 2017

**CERTIFICATE OF CURRENCY**  
**TO WHOM IT MAY CONCERN**

This is to confirm that cover has been arranged as set out below and the Insurance is current to the date detailed.

**INSURED:** MULTIPLE DISTRICT 201 COUNCIL of LIONS CLUBS INTERNATIONAL Inc. on behalf of ALL LIONS CLUBS, LIONESS CLUBS and LEO CLUBS in AUSTRALIA, PAPUA NEW GUINEA and NORFOLK ISLAND. (This includes bona fide Voluntary Workers of the Club.)

**INSURER:** Lloyds of London

**CLASS:** LEGAL LIABILITY to the GENERAL PUBLIC.

**SITUATION:** ANYWHERE in AUSTRALIA, PAPUA NEW GUINEA & NORFOLK ISLAND.

**SUM INSURED:** \$AUD 19,000,000 in EXCESS of \$AUD 1,000,000 provided under Policy # 01CL440469 issued by Chubb Insurance Australia Limited, Melbourne.

**POLICY No.:** 110962703

**DUE DATE:** 1<sup>st</sup> SEPTEMBER, 2018

*This Certificate is issued as a matter of information only and does not amend, extend or alter the coverage afforded by the Policy. This Certificate is also issued subject to the terms, conditions, exclusions and endorsements of the Policy.*

With Kind Regards

*Garry Galvin*

Garry Galvin

Authorised Representative - AFSL 001239538

Lions Australia Insurance Programme Consultant.



### 3.6 Financial Contribution

Contribution towards the embellishment of existing and future open space areas is required due to the increased demand on existing facilities and the need to provide enhanced facilities. Most infill development does not require any dedication of open space however a financial contribution is appropriate. Council does not seek full cost recovery on this development and in any case the slow incremental population increase would not allow any meaningful works to be done based on contributions from infill and greenfield subdivision and villa style development.

The cost of recent embellishments to parks, being playground equipment and watering systems in the recent past has exceeded \$30,000 and similar sums will be needed into the future as demand increase and additional open space areas are created. Given Council's desire to merely seek a contribution towards the cost rather than obtaining a full recovery the following rates are applicable.

For each additional person based on the assumed occupancy rates the following contributions apply:

District open space	\$50.00
Local open space	\$100.00
Neighbourhood open space	\$50.00

#### Example

A 10x2 bedroom unit development

$$\begin{aligned} \text{Contribution} &= (10 \times 2) - (3.3) \times \$200 \\ &= 16.7 \times \$200 \\ &= \$3,400 \end{aligned}$$

Note: 3.3 is a discount for an existing Lot

## 4.0 CARPARKING

### 4.1 Off Street Parking

Council requires the provision of off street parking in accordance with the schedule set out below.

Where a developer is unable to provide adequate off street parking spaces as required, the Council may accept a contribution in lieu of the deficient spaces at the rate calculated as set out below.

### 4.2 Nexus

The following factors are relevant in establishing the nexus between new development and demand for public carparking within the Shire:

- It is reasonable to require new development to maintain the existing level of provision of public carparking within the Shire;

- It is reasonable to require new developments to contribute to the provision of embellishment of public carparking where a demand is placed on existing public carparking within the locality; and
- Contributions will be in the form of money for the acquisition and/or embellishments of public carparking as required.

#### **4.3 What type of facilities are required?**

At present there is adequate public carparking to meet normal peak demand within Barooga, Berrigan, Finley and Tocumwal. The majority of this parking is on street however there are off street parking areas in Berrigan and Finley and the need for such facilities can be foreseen within Tocumwal. It is however unlikely that Council would be purchasing land within a reasonable planning horizon. Development in the commercial precincts is generally incremental and often is a reconstruction or an addition to existing buildings. As such the increased demand for parking is also incremental however it is considered these developments should contribute to meeting the higher standards of community facilities being required.

New development should provide adequate on site parking or contribute to the provision of additional parking spaces.

#### **4.4 Contributions**

The formulae for calculating carparking contributions is as follows:

	PER SPACE DEFICIENT	
Additions or reconstruction of existing premises where less than a 20% increase in gross floorspace results.	NIL	
Additions etc where greater than a 20% increase in gross floorspace results	\$655	
New development where not all spaces can be provided on site	Barooga	\$1290
	Berrigan	\$855
	Finley	\$1670
	Tocumwal	\$1115

NB. These figures utilise Valuer General valuations averaged within the main commercial precinct and as such provide a discount to the real costs faced by Council when purchasing and upgrading land for carparking purposes

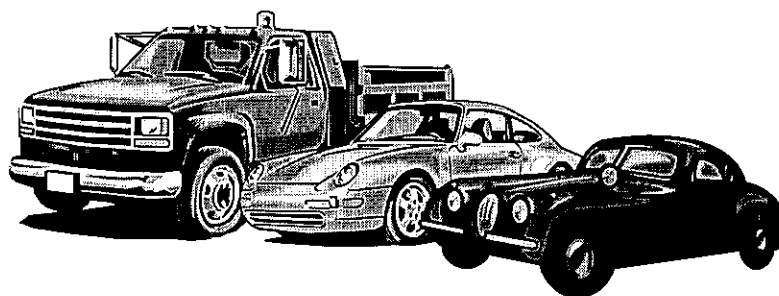
#### **4.5 How are Carparking Requirements Calculated?**

The details for calculating the number of carparking spaces required are found within Berrigan Development Control Plan No 3.



# DEVELOPMENT CONTROL PLAN NO. 3

# PARKING



ADOPTED 21<sup>ST</sup> JULY 1999

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## **CHAPTER 1**

### **Why have a plan?**

Current controls relating to carparking in this Shire have a focus towards major metropolitan areas where space is at a premium. This plan seeks to provide more flexible and realistic standards and guidelines to parking that recognise the considerable differences between the requirements for this region and that of metropolitan areas.

### **What is this plan called?**

This plan is called Berrigan Development Control Plan No. 3 (DCP) - Parking.

### **Where does this plan apply?**

This plan applies to all land zoned 2(v) – Village or Urban zone under the provisions of Berrigan Local Environmental Plan 1992 as amended.

### **What is the purpose of this plan?**

The purpose of this DCP is to provide a flexible carparking document that reflects the needs of future developments within the village boundaries of Berrigan Shire.

### **How is this plan applied?**

This plan has been prepared in accordance with s.72 of the Environmental Planning and Assessment (EP&A) Act and Part 3 of the Environmental Planning and Assessment (EP&A) Regulation. It came into force on 21<sup>st</sup> JULY 1999 in accordance with clause 20 of the EP&A Regulation. It supersedes those parking requirements contained with Berrigan Development Control Plan No. 1 "Village".



## CHAPTER 2

### Vehicle Parking Requirements

#### Land Use:

#### **Single dwelling**

2 spaces including 1 behind the building line

#### **Multi unit dwellings**

1.5 spaces per unit including visitor spaces

#### **Commercial developments**

1 space per 50 square metres of gross floor area

#### **Industrial developments**

1 space per 100 square metres of gross floor area

#### **Other developments**

To comply with RTA standards as specified in the "Guide to Traffic Generating Developments"

It is expected that major expansion of existing developments and new developments will provide the required parking spaces. Should this not be the case, Council may require a cash contribution towards the provision of parking within the town area. To calculate these payments, refer to Council's s.94 Contributions Plan in force at the time.

#### Note

The above requirements will apply to all developments, however it may be possible to vary these standards upon application to and negotiation with Council if demonstrated evidence can be provided proving a lesser requirement is appropriate. Some applications require referrals to either the Local or Regional Traffic Committee. Further, on main roads and highways a higher level of off-street parking would normally be considered necessary when compared to minor roads.

## **CHAPTER 3**

### **How do I design my carpark?**

Car parking areas within the Berrigan Shire must be designed in accordance with Australian Standard 2890.1-1993 Pts. 1,2,3 and 5. It is necessary to submit a detailed plan, to scale, of the proposed car park area with your Development Application.

The design and layout of a site must take into consideration the need for all delivery vehicles to be able to maneuver on site so as to enter and leave in a forward direction.

Council will consider waiving this requirement if the access is not from a main road and the street carries low risk factors due to vehicle type and volume. Further, consideration will be given to rear lane usage where there will be no interference to other users of the lane.

**Stevens, Laurie**

---

**From:** Mail  
**Sent:** Monday, 18 December 2017 8:11 AM  
**To:** Stevens, Laurie  
**Subject:** FW: Council Car Park

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**From:** [cwmarch@bigpond.net.au](mailto:cwmarch@bigpond.net.au) [mailto:[cwmarch@bigpond.net.au](mailto:cwmarch@bigpond.net.au)]  
**Sent:** Friday, 15 December 2017 4:44 PM  
**To:** Mail  
**Subject:** Council Car Park

Dear Sir,

I refer to your previous correspondence regarding a fee deemed to be payable by the IGA Supermarket for the use of the small car park located at the rear of the building.

This land is bordered by the Tocumwal Motel, Brown & Corke Hardware and the laneway.

It was suggested in the letter that a fee of some \$15,000- was to be charged to the supermarket for the customers use of the carpark.

I would like to put forward to the Council that as I have spent approx. \$80,000- to supply a walkway, open to all the public (not just supermarket patrons), from the back car park through to the main street as part of the extensive renovations of the property that this fee be discharged.

A walkway from the back lane way through to the main street has been a bone of contention for both residents and tourists alike for many years and has been a hot topic at Chamber of Commerce meetings regularly, with the President of the Chamber going on record this year proposing that the Chamber or Council purchase a slice of a property to bring this dream to fruition.

I believe the walkway will provide a boost in foot traffic up and down the main street, especially over our busy tourist times which will have a flow on effect to all the businesses fronting Deniliquin Street.

I look forward to a reply from you as soon as possible to have this matter resolved.

Regards

Clive March

March's IGA Tocumwal

03 5874 2048

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE RIVERINA AND MURRAY  
REGIONAL ORGANISATION OF COUNCILS (RAMROC), HELD IN THE IAN  
GILBERT ROOM AT THE JERILDERIE OFFICES OF MURRUMBIDGEE COUNCIL ON  
WEDNESDAY 8th NOVEMBER 2017**

**PRESENT**

<b>Albury City:</b>	Cr Kevin Mack (Chair) Mr Frank Zaknich
<b>Balranald:</b>	Cr Leigh Byron Aaron Drenovski
<b>Berrigan:</b>	Cr Matthew Hannan Mr Fred Exton
<b>Carrathool:</b>	Cr Peter Laird Ms Joanne Treacy
<b>Edward River:</b>	Cr Norm Brennan Mr Adam McSwain
<b>Federation:</b>	Cr Patrick Bourke Mr Peter Gall
<b>Greater Hume Shire:</b>	Apology
<b>Griffith City:</b>	Cr John Dal Broi Mr Graham Gordon
<b>Hay:</b>	Cr Mick Rutledge Ms Kirstyn Thronder
<b>Leeton:</b>	Cr Paul Maytom Ms Jackie Kruger
<b>Murray River:</b>	Cr Chris Bilkey Mr Des Bilske
<b>Murrumbidgee:</b>	Cr Ruth McRae Mr Craig Moffitt
<b>Narrandera:</b>	Cr Neville Kschenka Mr George Cowan
<b>Wentworth:</b>	Mr Peter Kozlowski
<b>RAMROC:</b>	Mr Ray Stubbs Executive Officer
<b>Guests:</b>	Mr Austin Evans – Member Elect Murray Electorate Mr Brenton Woolston – Managing Director Almondco Australia Mr James McTavish – NSW Cross Border Commissioner

**CONDOLENCE**

The Chairperson referred to the recent passing of long serving Councillor and RAMROC Chairperson Terry Hogan AM after a serious illness. Cr Mack spoke of Terry's achievements and in particular his outstanding 45 years of service to Local Government, the rice industry and the communities of the Riverina Murray region.

**WELCOME**

The Chairperson extended a warm welcome to recently elected Mayors Cr Ruth McRae (Murrumbidgee), Cr Chris Bilkey (Murray River) and Cr Norm Brennan (Edward River); as well George Cowan (GM at Narrandera), Fred Exton (Acting GM at Berrigan), Peter Gall (Acting GM at Federation) and Graham Gordon (Acting GM at Griffith).

The Chairperson also welcomed the State Member Elect for Murray Austin Evans, the NSW Cross Border Commissioner James McTavish and former National President of Murray Darling Association Greg Toll.

**1. APOLOGIES**

Cr Susan Nichols (Wentworth Shire), Cr Bill Sheaffe (Hay), Ms Steph Cooke (Member Elect for Cootamundra Electorate), Brett Stonestreet (GM Griffith), Rowan Perkins (GM Berrigan) and Ms Trudi McDonald (Regional Coordinator Department Premier and Cabinet)

**RESOLVED that the apologies be received and noted  
(Moved Edward River and seconded Hay)**

**2. MINUTES OF ANNUAL GENERAL MEETING HELD AT JERILDERIE ON 2ND NOVEMBER 2016**

**RESOLVED that the Minutes of the previous Annual General Meeting, held at Jerilderie on Wednesday 2nd November 2016 be confirmed  
(Moved Griffith and seconded Leeton)**

**3. RAMROC ANNUAL REPORT FOR PERIOD 1<sup>ST</sup> OCTOBER 2016 TO 30<sup>TH</sup> SEPTEMBER 2017**

**RESOLVED that the Annual Report of RAMROC activities for the year ended 30th September 2017 be received and adopted  
(Moved Hay and seconded Griffith)**

**4. AUDITORS REPORT AND ANNUAL FINANCIAL STATEMENTS FOR YEAR ENDED 30<sup>TH</sup> JUNE 2017**

**RESOLVED that the Auditor's Report, Management Letter and the 2016-2017 Annual Financial Statements as presented be noted and adopted  
(Moved Murray River and seconded Leeton)**

**5. REMUNERATION FOR CHAIRPERSON POSITION FOR 2017-2018**

**RESOLVED that the Chairperson's Remuneration for the year October 2017 to September 2018 be set at \$7,500 per annum  
(Moved Griffith and seconded Edward River)**

**6- ELECTION OF OFFICE BEARERS FOR 2017-2018 (Executive Officer as Returning Officer)****a. Position of Chairperson**

The Returning Officer invited nominations for the position of Chairperson for the ensuing term. Only one nomination was received, that being for Cr Kevin Mack Mayor of Albury City.

**The Returning Officer declared Cr Kevin Mack elected unopposed**

**b. Position of Deputy Chairperson**

The Returning Officer invited nominations for the position of Deputy Chairperson for the ensuing term. Only one nomination was received and accepted, that being for Cr John Dal Broi Mayor of Griffith City.

**The Returning Officer declared Cr John Dal Broi elected unopposed**

**c. Position of Secretary Treasurer**

The Returning Officer invited nominations for the position of Secretary Treasurer for the ensuing term. Only one nomination was received, that being for Des Bilske Acting General Manager at Murray River Council.

The meeting noted that the position of Secretary Treasurer traditionally is filled by the General Manager of the Administering Council, being Murray River Council.

**The Returning Officer declared Des Bilske elected as Secretary Treasurer during his tenure as Acting General Manager, the ongoing position of Secretary Treasurer to be filled in due course by the appointed General Manager of the Murray River Council**

**6. APPOINTMENT OF AUDITORS FOR 2017-2018 FINANCIAL YEAR.**

**RESOLVED that the Stubberfield Group (Accounting and Taxation), 25-31 Nish Street, Echuca Victoria be appointed as RAMROC's Auditors for the 2017-2018 Financial Year (Moved Berrigan and seconded Murrumbidgee)**

**7. TENTATIVE MEETING SCHEDULE FOR 2018**

The meeting considered a report by the Executive Officer in relation to the setting of RAMROC meeting dates for 2018, subject to change as may become necessary.

**RESOLVED that the tentative meeting schedule for 2018 be as follows:-**

- Wednesday 14th February 2017
- Wednesday 9th May 2017
- Wednesday 8th August 2017
- Wednesday 14<sup>th</sup> November 2017 – Annual General Meeting

**(Moved Murrumbidgee and seconded Leeton)**

**There being no further business, the Annual General Meeting concluded at 10.24 am**

**MINUTES OF THE GENERAL MEETING OF THE RIVERINA AND MURRAY REGIONAL ORGANISATION OF COUNCILS (RAMROC), HELD IN THE IAN GILBERT ROOM OF THE MURRUMBIDGEE COUNCIL ADMINISTRATION CENTRE AT JERILDERIE ON WEDNESDAY 8<sup>TH</sup> NOVEMBER 2017 AT 10.25 AM**

**PRESENT**

<b>Albury City:</b>	Cr Kevin Mack (RAMROC Chairperson) Mr Frank Zaknich
<b>Balranald:</b>	Cr Leigh Byron Mr Aaron Drenovski
<b>Berrigan:</b>	Cr Matthew Hannan Mr Fred Exton
<b>Carrathool:</b>	Cr Peter Laird Ms Joanne Treacy
<b>Edward River:</b>	Cr Norm Brennan Mr Adam McSwain
<b>Federation:</b>	Cr Patrick Bourke Mr Peter Gall
<b>Greater Hume:</b>	Apology
<b>Griffith City:</b>	Cr John Dal Broi Mr Graham Gordon
<b>Hay:</b>	Cr Mick Rutledge Ms Kirstyn Thronder
<b>Leeton:</b>	Cr Paul Maytom Ms Jackie Kruger
<b>Murray River:</b>	Cr Chris Bilkey Mr Des Bilske
<b>Murrumbidgee:</b>	Cr Ruth McRae Mr Craig Moffitt
<b>Narrandera:</b>	Cr Neville Kschenka Mr George Cowan
<b>Wentworth:</b>	Mr Peter Kozlowski
<b>RAMROC</b>	Mr Ray Stubbs (Executive Officer)

**MEETING GUESTS:**

Austin Evans – Member Elect for the Murray Electorate  
 Mr James McTavish – NSW Cross Border Commissioner  
 Mr Brenton Woolston – Managing Director Almondco Australia

**MRRR 1 - WELCOME**

The Chairperson extended a warm welcome to recently elected Mayors Cr Ruth McRae (Murrumbidgee), Cr Chris Bilkey (Murray River) and Cr Norm Brennan (Edward River); as well George Cowan (GM at Narrandera), Fred Exton (Acting GM at Berrigan), Peter Gall (Acting GM at Federation) and Graham Gordon (Acting GM at Griffith)

The Chairperson also welcomed the State Member Elect for Murray Austin Evans, the NSW Cross Border Commissioner James McTavish and the former National President of Murray Darling Association Greg Toll

**MRRR 2 - APOLOGIES**

Cr Susan Nichols (Wentworth Shire), Cr Bill Sheaffe (Hay), Ms Steph Cooke (Member Elect Cootamundra Electorate), Brett Stonestreet (GM Griffith), Rowan Perkins (GM Berrigan) and Ms Trudi McDonald (Regional Coordinator Department Premier and Cabinet)

**RESOLVED that the apologies be received and noted  
 (Moved Murrumbidgee and seconded Leeton)**

**MRRR 3 – MINUTES OF RAMROC MEETING HELD AT JERILDERIE ON WEDNESDAY 9<sup>TH</sup> AUGUST 2017**

**RESOLVED that the Minutes of the RAMROC Meeting held at Jerilderie on Wednesday 9<sup>th</sup> August 2017 be confirmed  
 (Moved Narrandera and seconded Murrumbidgee)**

**MRRR 4 – MATTERS ARISING FROM MINUTES OF 9<sup>TH</sup> AUGUST 2017 MEETING**

The Executive Officer verbally updated the meeting on the following matters arising from the Minutes of the August 2017 meeting

- LED Street Lighting and Smart Controls – discussions with Government and Essential Energy
- Energy Savings Certificates – Proposals by ESC Providers now under consideration
- Joint Organisations Status – Government's information regarding legislation and timetable
- RMS – Local Government representation on RMCC Committee
- TCorp – access to loan borrowing facilities proposed for Councils previously rejected under FFTF on scale and capacity grounds

**MRRR 5 - PRESENTATIONS****5.1 – Brenton Woolston Managing Director Almondco Australia**

Brenton Woolston gave an interesting powerpoint presentation regarding the growth of the almond industry in the region and the potential for further growth in coming years, including the planned expansion of the Hanwood processing facility, for which the first stage was opened in June 2017. A copy of Brenton's powerpoint slideshow is distributed with the Meeting Minutes.

The Chairman thanked Brenton for making his personal time available to attend the RAMROC Meeting and for delivering his comprehensive presentation.



## **5.2 – James McTavish – NSW Cross Border Commissioner**

James McTavish provided the meeting with a comprehensive update of his CBC work program and his engagement with the NSW Government and other neighbouring jurisdictions and agencies in addressing a wide range of cross border issues, including a decision by the Victorian Government to now commission a Business Case proposing the establishment of a Cross Border Commissioner in Victoria.

James responded to questions from delegates and the Chairman thanked him for his interesting presentation. A copy of the CBC's powerpoint slideshow is distributed with the Meeting Minutes.

## **Item 5.3 – Austin Evans – Member Elect for the NSW Murray Electorate**

The Chairman extended congratulations on behalf of the RAMROC Member Councils and communities on Austin's recent election to the NSW Parliament representing the Murray Electorate, which embraces a large proportion of the RAMROC region. Austin briefed the meeting on a range of important issues that he will be advocating for on behalf of the region, including the redgum timber industry, infrastructure improvements and the availability of water for food and fibre production.

## **MRRR 6 – EXECUTIVE OFFICERS REPORT**

### **Item 6.1 – Independent Review of the Regional Development Australia (RDA) Program**

Consideration was given to the Executive Officer's written report in relation to the outcomes of the Commonwealth Government's review of the RDA program and its decision to maintain and re-focus the program whereby RDAs will effectively become brokers for regional investment, so as to drive economic growth and create employment.

**RESOLVED that the Executive Officer's report be received and noted  
(Moved Griffith and seconded Narrandera)**

### **Item 6.2 – NSW Container Deposit Scheme – “Return and Earn” – Background and Status**

The Executive Officer reported on the current status of the CDS which is scheduled to commence on 1<sup>st</sup> December 2017. He reported that a number of implementation actions remain outstanding, principally in relation to the establishment of collection points across the RAMROC region and he is seeking feedback from Member Councils on specific issues of concern.

**RESOLVED that Councils provide feedback to the Executive Officer in relation to the following matters:-**

- **Establishment of collection points within Council areas;**
- **Negotiations with MRF contractors for sharing of income for containers processed through kerbside recycling contracts**
- **Issues encountered under the new EPA changes for establishment of collection points in retail centres where carparking spaces are required to be used for the CDS scheme**

**(Moved Murrumbidgee and seconded Edward River)**

### **Item 6.3 – Transport for New South Wales- Draft Strategy for Future Transport 2056**

Consideration was given to the EO's report in relation to the NSW Government's new 40 year vision being developed by Transport for NSW, which is focusing on transport decisions needed to prepare for major population and infrastructure changes across the State leading to the year 2056. The Government has invited submissions on the Draft Plan, closing on 3<sup>rd</sup> December and the EO is seeking feedback from Councils in order to facilitate a RAMROC regional submission.

**RESOLVED that Member Councils provide feedback to the EO for the purposes of a RAMROC regional submission**

**(Moved Griffith and seconded Edward River)**

**Item 6.4 – Local Government Procurement and LGNSW Negotiations re LGP Group Rebate Scheme**

The Executive Officer reported on the current status in relation to August 2017 meetings with LGNSW and LGP concerning payments by LGP to RAMROC under the 2015 Group Rebate Agreement.

**RESOLVED that the Executive Officer's report be noted and that the actions taken and now proposed be endorsed  
(Moved Griffith and seconded Murrumbidgee)**

**Item 6.5 – LGNSW Conference Motions – Proposed Independent Value Proposition Audit of LGNSW Performance and Costs and LGP Rebate Agreement**

Arising from general dissatisfaction by a number of Councils with aspects of LGNSW's performance and in particular with RAMROC's unsatisfactory meetings with LGNSW and LGP regarding the Group rebate Scheme Agreement of April 2015, motions have been submitted to the December 2017 LGNSW Conference by Albury City and Blacktown City Councils. These motions call for an independent Value Proposition Audit of LGNSW and the restoration of the 2015 LGP Agreement rebates payable to ROCs for the 2016-2017 year.

**RESOLVED**

1. That RAMROC recommend to Councils' Delegates to the 2017 LGNSW Conference in early December that they provide voting support to the Conference Motions set out in the Executive Officer's report, as have been submitted to Conference by Albury City and Blacktown City
2. That RAMROC recommend to Councils' Delegates that they provide voting support to those RAMROC Mayors or Councillors from Member Councils who have lodged nominations for positions on the LGNSW Executive.

**(Moved Griffith and seconded Murrumbidgee)**

**Item 6.6 – RAMROC's Strategic Regional Focus**

The Executive Officer reported on the importance of the RAMROC Board and General Managers' Group ensuring that a strong regional focus be maintained in the planning and implementation of RAMROC's activities and he sought feedback from Member Councils in relation to the policies and strategies currently specified in the 2017-2019 Strategic and Operational Plan.

**RESOLVED that Member Councils provide feedback to the Executive Officer regarding RAMROC's strategic regional role and direction for the future.  
(Moved Federation and seconded Edward River)**

**Item 6.7 – NSW Regional Development Framework and Regional Growth Fund Programs**

The Executive Officer provided an overview of the State Government's regional development initiatives and funding programs in accord with its 2016 Regional Development Framework and the Regional Growth Fund, including the establishment of Functional Economic Regions (FERs) and the associated Regional Economic Development Strategies (REDS).

**RESOLVED that the report by the Executive Officer be received and noted  
(Moved Leeton and seconded Berrigan)**

**MRRR 7 – RAMROC QUARTERLY FINANCIAL STATEMENTS FOR THE PERIOD ENDED 30<sup>TH</sup> SEPTEMBER 2017**

Consideration was given to the first quarter RAMROC financial statements, with indications being that the budget items for income and expenditure are all on track at this stage.

**RESOLVED that the quarterly Financial Statements for the period ended 30<sup>th</sup> September 2017 be received and noted  
(Moved Albury and seconded Griffith)**

## **MRRR 8 – RAMROC WORKING GROUP MINUTES**

Consideration was given to the Minutes of the following RAMROC Working Group Minutes:-

- 8.1 Murray Waste Group Meeting – 2<sup>nd</sup> August 2017
- 8.2 Riverina Waste Group Meeting - 20<sup>th</sup> September 2017
- 8.3 RAMROC Planners Group Meeting – 31<sup>st</sup> August 2017
- 8.4 RAMROC Engineers Group Meeting – 19<sup>th</sup> October 2017
- 8.5 RAMROC General Managers Group Meeting – 20<sup>th</sup> October 2017

**RESOLVED that the Minutes of the RAMROC Working Groups be received and that the actions taken therein be endorsed  
(Moved Carrathool and seconded Murray River)**

## **MRRR 9 – GENERAL BUSINESS ITEMS**

### **9.1 – NSW Government Fit for the Future – Establishment of Voluntary Joint Organisations**

Consideration was given to a joint media announcement on 3<sup>rd</sup> November 2017 by the Deputy Premier the Hon John Barilaro MP and the Minister for Local Government the Hon Gabrielle Upton MP, indicating that the NSW Government will shortly introduce new laws under the Local Government Act to allow Councils in regional NSW to voluntarily create new Joint Organisations to commence in July 2018.

The Office of Local Government has set out a series of next steps and a proposed timetable, the objective being that new Joint Organisations will be ready to start in July 2018. OLG has indicated that it is available to facilitate and support consultations across all regional areas if requested to do so.

In July 2016, RAMROC workshopped potential options for the Riverina Murray region, which canvassed the strengths and weaknesses of three potential options – these being:-

Option 1 - one large JO embracing the whole of the Riverina Murray region

Option 2 - two JOs – generally in accord with the existing REROC and RAMROC boundaries – a Riverina JO and a Murray Murrumbidgee JO (MAMJO)

Option 3 -four JOs – comprising a Riverina JO, an Upper Murray JO, a Mid-Murray JO and a Murrumbidgee JO

At that stage, option 2 was adopted as the preferred model, i.e. the establishment of a Murray Murrumbidgee Joint Organisation.

**RESOLVED that in the first instance the Chair and Executive Officer meet with the REROC Chair and Executive Officer, in order to canvass REROC's position in relation to the potential option of having one large JO comprising the whole of the Riverina Murray. Further, that during December a further workshop be held and facilitated by OLG to examine potential Joint Organisation options  
(Moved Federation and seconded Edward River)**

### **9.2 - Water NSW – Customer Advisory Groups for the Murray and Murrumbidgee River Systems**

Cr Paul Maytom referred to his position as the RAMROC representative on the Murrumbidgee System Customer Advisory Group, which came into effect on 1<sup>st</sup> July 2017. He advised that the rules of the CAGs do not permit the distribution of meeting minutes, although there is a Water NSW summary of issues considered, to enable representatives to provide feedback to their nominating organisations.

The Executive Officer will submit a report to the February 2018 RAMROC meeting, clarifying the charter and functions of the Customer Advisory Groups for both the Murray and Murrumbidgee Systems and the mechanisms which enable information feedback to stakeholder organisations and communities.

**There being no further business, the meeting concluded at 1.04 pm**

**GENERAL MANAGER'S PERFORMANCE REVIEW**  
**YEAR:**

<b>Officer</b>				
<b>Indicator</b>	<b>Note</b>	<b>Score</b>	<b>Positives</b>	<b>Opportunities for Improvement</b>
Financial Performance	1			
Annual Management Plan Delivery	2			
Achievement of Specific Initiatives	3			
Strategic Outlook	4			
Human Resources Management	5			
Government/Board/EMT Responsiveness	6			
Service Delivery Focus	7			
Quality of Work	8			
Personal Qualities	9			
<b>TOTAL</b>				

**0 – CONSIDERABLE IMPROVEMENT REQUIRED**

**2.5 – AVERAGE PERFORMANCE**  
 Meets expectations in relation to more than 50% of the specified requirements and exceeds expectations in more than about 25% of them.

**5 – GOOD PERFORMANCE**  
 Consistently meets expectations in relation to more than 75% of the specified requirements and exceeds expectations in more than about 25% of them

**7.5 – VERY GOOD PERFORMANCE**  
 Consistently meets expectations in relation to all of the specified requirements but exceeds expectations in more than about 30% of them.

**10 – OUTSTANDING PERFORMANCE**  
 Consistently exceeds expectations in relation to every respect of all of the specified requirements

## GENERAL MANAGER'S PERFORMANCE REVIEW

### EXPLANATORY NOTES

#### NOTE 1 – FINANCIAL PERFORMANCE

- **The approved budget and related programs are delivered.**
- A high level of understanding in relation to budgetary and financial matters is demonstrated.
- All significant and potential variances to approved budgets are identified and addressed promptly in accordance with Policy.
- The Executive Management Team and Council are adequately advised on financial strategies and creative approaches are applied to addressing these.
- Budgets are developed in accordance with the prescribed principles.
- Financial reporting is accurate, timely and easily understood.
- A pro-active approach to effective financial management and planning is evident.
- A corporate approach to the financial management of the council is demonstrated.

#### NOTE 2 – ANNUAL MANAGEMENT PLAN DELIVERY

- A strong commitment to the Annual Management Planning process is evident.
- The approved Annual Management Plan objectives are delivered as programmed.
- Approved plans are implemented in accordance with established timeframes and budgets.
- Organisational arrangements are in place that foster a strong commitment by staff to the achievement of the Annual Management Plan objectives.
- Unit business plans and staff personal development plans are aligned to the Annual Management Plan.
- A pro-active approach to the development of the Annual Management Plan is evident.

- All significant and potential variances to approved Annual Management Plan objectives are identified and addressed promptly in accordance with Policy.

### **NOTE 3 – ACHIEVEMENT OF SPECIFIC INITIATIVES**

- Specific initiatives, included in the Council's Corporate Plan objectives, and which provide special benefit to the Council, are developed and delivered.

### **NOTE 4 – STRATEGIC OUTLOOK**

- Demonstrated capacity to forecast and plan for the future.
- Annual, medium and long term plans and objectives are developed.
- Modifications to existing plans and policies are recommended to take full advantage of and/or accommodate changing circumstances.
- Capacity is displayed in responding to changing circumstances with innovative, practical ideas and actions.
- Goal and action orientation is evident when addressing issues.
- An understanding and application of new technologies in management is demonstrated.
- Potential risks, significant community trends, threats and opportunities for the Council in relation to financial, environmental, legal, political, technological and social factors, are identified and these are incorporated into the decision-making process.
- Commitment to the Council's environmental objectives is displayed.
- The appropriate emergency and contingency plans are in place.
- Organisational arrangements are regularly reviewed to reflect changing conditions.
- The council is promoted at all opportunities in an effective and positive manner.

### **NOTE 5 – HUMAN RESOURCES MANAGEMENT**

- Regular reviews of management performance are conducted and action is taken to improve performance where necessary.
- The level of management competence is sufficient to ensure the effective provision and/or implementation of policy/programs, and the day to day delivery of service.
- Succession planning and adequate arrangements are evident to ensure continuity of organisational performance in the absence of key management personnel.
- The Council's goals, strategies and decisions are clearly and concisely communicated to staff and stakeholders.
- Best practice human resource management is pursued.
- An open-door accessibility policy is maintained.
- Effective staff (industrial) relations are established and maintained.

#### **NOTE 6 – GOVERNMENT/COUNCIL RESPONSIVENESS**

- Contributions to meetings are constructive and add value to decision making.
- Reports and briefing notes are well considered, objective, succinct and timely.
- All ceremonial and protocol situations are adequately provided for.
- Decisions of the council are implemented in accordance with Council directions.
- All contracts and other commitments binding the Council are properly documented, adhered to and are in accordance with statutory and common law requirements.
- A high level of commitment to the objectives, policies and direction of the Council is evident.
- Both the Council and the Executive Management Team are fully and properly informed on issues.
- Working relationships with appropriate State and Federal Government representatives are established and maintained.
- Working relations with appropriate sector associations are established and maintained.
- All approved delegations and administrative authorities are implemented within policy and resource constraints.



## **NOTE 7 – SERVICE DELIVERY FOCUS**

- All stakeholder concerns are dealt with honestly, fairly, impartially and promptly.
- Organisational arrangements are policy and administrative procedures are established and maintained to:
  1. Resolve stakeholder concerns and queries quickly and satisfactorily; and
  2. Enable stakeholders to contact the relevant Director or Manager, as required
- A customer service culture is developed and maintained (ie an administration which is responsive to problems and concerns of individuals).
- Prompt responses (either written or oral) are provided to enquiries/complaints.
- Enhancement of internal and external service delivery, measured through independent survey, is evident.

## **NOTE 8 – QUALITY OF WORK**

- Written and verbal communications are effective in dealing with stakeholders
- A focus on sustainable continuous improvement is evident.
- Enhancement of organisational performance, measured through an appropriate self-assessment process, is evident.
- Enhancement of the Council's Safety First culture (i.e. an improvement in OH &S performance as measured independently) is evident.

## **NOTE 9 – PERSONAL QUALITIES**

- Technical/professional competence required of the position is demonstrated.
- Demonstrates capacity to lead by example.
- Decisive – makes decisions and carried them out promptly.
- Exhibits enthusiasm being responsive and inspiring.
- Demonstrates security and confidence, not needing to depend on others constantly.

- Maintains high principles, has strong ethical principles, dependable, trustworthy.
- Demonstrates teamwork and participates in corporate programs/functions.
- Holds to the philosophy that “the organisation is bigger than the individual”.
- Demonstrates the capacity to be a ‘healer’ – bringing people together.
- A rational decision forming process for the examination of issues is applied.
- Demonstrates flexibility – open to change, can compromise, seeks consensus.

**Office of the Hon. Gabrielle Upton MP**

Minister for the Environment  
Minister for Local Government  
Minister for Heritage

Ref:  
Doc ID:A574698



Mr Austin Evans MP  
Member for Murray  
228 Cressy Street  
Deniliquin NSW 2710

By email: [murray@parliament.nsw.gov.au](mailto:murray@parliament.nsw.gov.au)

Dear Mr Evans,

Thank you for your letter regarding Berrigan Shire Council's *Fit for the Future* status.

I am pleased to advise that this matter has now been successfully resolved and Berrigan Shire Council has been granted access to the TCorp borrowing facility.

On 15 November 2017 the Minister for Local Government, the Hon. Gabrielle Upton MP, wrote to council advising that, following the Government's decision to not progress any further with council mergers, the *Fit for the Future* program had been brought to a conclusion. The program has resulted in significant improvements to local government's sustainability, with the majority of NSW councils now achieving the Government's financial benchmarks, or having a plan to do so within an acceptable timeframe.

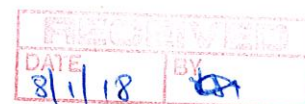
Having now received this advice from Minister Upton, I trust that Berrigan Shire Council will continue to implement its Improvement Plan and will take the opportunity to become a member of the new Joint Organisations network. Proposals to establish Joint Organisations will be received until 28 February 2018 and I would encourage councils in the Murray region to be actively involved in this process.

At my request, Mr Chris Presland of the Office of Local Government is available on (02) 4428 4100 or [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) should you have any further enquiries.

Yours sincerely

**Scot MacDonald MLC**

Parliamentary Secretary for Planning  
Parliamentary Secretary for the Central Coast and the Hunter





**The Hon. Gabrielle Upton MP**  
 Minister for the Environment  
 Minister for Local Government  
 Minister for Heritage

Doc ID: A569814

Clr Matthew Hannan  
 Mayor  
 Berrigan Shire Council  
 PO Box 137  
 BERRIGAN NSW 2712

By email: [mhannan@berriganshire.nsw.gov.au](mailto:mhannan@berriganshire.nsw.gov.au)

Dear Clr Hannan

Following the Government's decision to not progress any further with local council mergers, the *Fit for the Future* process has come to a conclusion. *Fit for the Future* has resulted in improvements to councils' sustainability, with the majority of NSW councils now successfully achieving the financial sustainability benchmarks or having an acceptable plan to do so within a reasonable timeframe.

The Government remains committed to monitoring the established financial benchmarks and implementation of the approved Improvement Plans submitted by councils. The Office of Local Government is currently finalising a monitoring program to enable this and will release further details to councils shortly.

Councils that did not meet the "scale and capacity" criteria under *Fit for the Future* and have an endorsed Improvement Plan or have been assessed as meeting the financial sustainability benchmarks will be eligible to apply for access to the TCorp State Borrowing Facility. Councils eligible for the borrowing facility will still need to meet TCorp lending criteria.

At my request, Mr Tim Hurst, Acting Chief Executive from the Office of Local Government is available on (02) 4428 4100 or [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) should you have any further enquiries.

Yours sincerely

**Gabrielle Upton MP**  
 Minister for the Environment  
 Minister for Local Government  
 Minister for Heritage

15.11.17





**The Hon Gabrielle Upton MP**  
Minister for the Environment  
Minister for Local Government  
Minister for Heritage

MD17/4632

Mr Austin Evans MP  
Member for Murray  
NSW Government Offices  
104-110 Banna Avenue  
GRIFFITH NSW 2680

By email: [murray@parliament.nsw.gov.au](mailto:murray@parliament.nsw.gov.au)

Dear Mr Evans

Thank you for your representation on behalf of Berrigan Shire Council about the container deposit scheme. I appreciate you bringing Council's concerns to my attention.

Littered drink containers are a major issue in NSW for local communities and our environment. They account for the largest proportion of litter volume in NSW at 49 per cent, or about 160 million containers littered across NSW.

The NSW Government is committed to reducing litter by 40 per cent by 2020. The refund container deposit scheme, called Return and Earn, will significantly contribute to meeting this target.

Over the next 20 years, Return and Earn is expected to result in:

- 1.6 billion fewer beverage containers littered
- almost 11 billion fewer beverage containers ending up in landfill
- 12.6 billion more beverage containers being recycled.

The NSW Government has consulted extensively on the development and implementation of the scheme since 2015. A discussion paper on a container deposit scheme for NSW was released for public comment in 2015–16 and more than 11,000 submissions were received. More than 95 per cent of respondents were in favour of a refund based scheme.

Hundreds of collection points, including reverse vending machines, are being established across NSW as the scheme is rolled out. A map of collection points is available at [returnandearn.org.au](http://returnandearn.org.au).

The network operator, TOMRA Cleanaway, is determining the location of collection points and which organisations they wish to contract to operate them. Businesses

can register their interest in running a collection point by contacting the operator on 1800 290 691 or at [enquiries@tcnsw.com.au](mailto:enquiries@tcnsw.com.au).

Suppliers are responsible for funding the scheme. It is entirely up to these suppliers whether, how and by how much they pass on these costs to their customers. The NSW Government has commissioned the Independent Pricing and Regulatory Tribunal (IPART) to monitor pricing of the scheme. IPART will provide an interim progress report, and a final report to the government in December 2018.

The NSW Government is committed to supporting small to medium sized enterprises as the scheme is implemented. The Environment Protection Authority (EPA) together with the scheme coordinator Exchange for Change and the network operator TOMRA Cleanaway have run information sessions for beverage suppliers and retailers to explain how the scheme will work and to provide an opportunity for these stakeholders to ask questions.

We have also worked with the office of the Small Business Commissioner to raise the concerns of small and medium suppliers. We encourage any supplier that needs assistance to contact the commissioner or the EPA for the necessary support. More information is available at [www.smallbusiness.nsw.gov.au/supporting-business](http://www.smallbusiness.nsw.gov.au/supporting-business).

The NSW Government also continues to work with other jurisdictions who have or are soon to introduce container deposit schemes to ensure our schemes are as consistent as possible. This will promote ease of access and reduce red tape.

More information about Return and Earn is available at [www.epa.nsw.gov.au/waste/container-deposit-scheme.htm](http://www.epa.nsw.gov.au/waste/container-deposit-scheme.htm).

If Council has any further questions about this matter, it can contact Ms Sarah Gardner, Executive Director Waste and Resource Recovery, Environment Protection Authority, on 9995 5210 or at [sarah.gardner@epa.nsw.gov.au](mailto:sarah.gardner@epa.nsw.gov.au).

Yours sincerely



**Gabrielle Upton MP**  
Minister for the Environment  
Minister for Local Government  
Minister for Heritage

21-12-17