

**INVERELL SHIRE COUNCIL**

**NOTICE OF MEETING**

**ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE**

7 October, 2016

An Economic & Community Sustainability Committee Meeting will be held in the Committee Room, Administrative Centre, 144 Otho Street, Inverell on Wednesday, 12 October, 2016, commencing at 10.30am.

Your attendance at this Economic & Community Sustainability Committee Meeting would be appreciated.

**P J HENRY PSM**

**GENERAL MANAGER**

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**A G E N D A**

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<b>SECTION A</b>	<b>APOLOGIES CONFIRMATION OF MINUTES DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS BUSINESS ARISING FROM PREVIOUS MINUTES ELECTION OF CHAIRPERSON INDUCTION – CORPORATE AND ECONOMIC SERVICES DIVISION</b>
<b>SECTION B</b>	<b>ADVOCACY REPORTS</b>
<b>SECTION C</b>	<b>COMMITTEE REPORTS</b>
<b>SECTION D</b>	<b>DESTINATION REPORTS</b>
<b>SECTION E</b>	<b>INFORMATION REPORTS</b>
<b>SECTION F</b>	<b>GENERAL BUSINESS</b>
<b>SECTION H</b>	<b>GOVERNANCE REPORTS</b>
<b>SECTION G</b>	<b>CONFIDENTIAL MATTERS (COMMITTEE-OF-THE-WHOLE)</b>






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**NOTE:** (PETA BLYTH OAM, ARTISTIC DIRECTOR, OPERA NORTH WEST LTD TO ADDRESS CIVIL & ENVIRONMENTAL SERVICES COMMITTEE REGARDING OPERA IN THE PADDOCK 2017)

## Quick Reference Guide

Below is a legend that is common between the:

- Inverell Shire Council Strategic Plan
- Inverell Shire Council Delivery Plan
- Inverell Shire Council Management Plan.

<i><b>Destinations</b></i>	<i><b>Icon</b></i>	<i><b>Code</b></i>
<p><b>1. A recognised leader in a broader context.</b></p> <p>Giving priority to the recognition of the Shire as a vital component of the New England North West Region through Regional Leadership.</p>		R
<p><b>2. A community that is healthy, educated and sustained.</b></p> <p>Giving priority to the Shire as a sustainable and equitable place that promotes health, well being, life long learning and lifestyle diversity.</p>		C
<p><b>3. An environment that is protected and sustained.</b></p> <p>Giving priority to sustainable agriculture, the protection and conservation of rivers, waterways bio diversity and the built environment.</p>		E
<p><b>4. A strong local economy.</b></p> <p>Giving priority to economic and employment growth and the attraction of visitors.</p>		B
<p><b>5. The Communities are served by sustainable services and infrastructure.</b></p> <p>Giving priority to the provision of community focused services and the maintenance, enhancement and upgrade of infrastructure.</p>		S

# ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING

Wednesday, 12 October, 2016

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MINUTES OF THE ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE  
MEETING HELD IN THE COMMITTEE ROOM, INVERELL SHIRE COUNCIL, 144  
OTHO STREET, INVERELL ON WEDNESDAY, 10 AUGUST, 2016, COMMENCING  
AT 10.30AM.

PRESENT: Cr J A Watts (Chairperson), Crs D F Baker, P J Girle, P J Harmon and  
A A Michael.

Also in attendance: Cr B C Johnston.

Paul Henry (General Manager), Ken Beddie (Director Corporate and  
Economic Services), Brett McInnes (Director Civil and Environmental  
Services) and Stephen Golding (Executive Manager Corporate and  
Community Services).

SECTION A

APOLOGIES:

There were no apologies received.

1. CONFIRMATION OF MINUTES

*RESOLVED (Baker/Michael) that the Minutes of the Economic and Community  
Sustainability Committee Meeting held on 13 July, 2016 as circulated to members, be  
confirmed as a true and correct record of that meeting.*

2. DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-  
PECUNIARY INTERESTS

There were no interests declared.

3. BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

SECTION B  
ADVOCACY REPORTS

General  
Manager

Koala Protection Legislation

The General Manager noted an e-mail that has been received  
concerning the preparation of Koala protection legislation by the  
Australian Koala Foundation and sought from Council an expression  
of how to proceed. Council is prepared to receive details of the  
proposed legislation.

A further report is to be prepared.

Director  
Corporate &  
Economic  
Services

Bluett Award Submission

The Director Corporate & Economic Services, Mr Ken Beddie noted  
that Council has made a submission for the Bluett Award which  
recognises the most progressive Council in the state.

Director  
Corporate &  
Economic  
Services

Airline Working Group

The Director Corporate & Economic Services, Mr Ken Beddie  
informed the Committee of a recent meeting with Jeff Boyd of  
Corporate Air.

Corporate Air has been in business for 34 years and is based in Canberra. Currently, Corporate Air does not have a Sydney or Brisbane Base. For a Service to be viable in Inverell, a minimum of 12,000 – 14,000 passengers would be required. Fares range from \$149 to \$350 one way, or average of \$500 return (same \$500 return figure quoted by Ben Wyndham of Airspeed Aviation to be viable).

At the present time, under the current Sydney Airport Act, there are no viable Landing Slots into Sydney Airport.

Jeff Boyd is the current Chairman of CASA and noted that the proposed new "Pilot Fatigue laws" would add very substantial additional Flight Crew costs to all Airlines, further impacting viability of an Airline Service for Inverell. Corporate Air understands Inverell's need for a Sydney Service, however at present they have no plans for Inverell.

Senator Williams agreed to take up the Sydney Airport Act issue with the Federal Minister.

Cr Harmon      Car parking Issues – Inverell High School area

Cr Harmon asked of the possibility of revisiting parking permits near Inverell High School. At present, parking on both sides of Oswald and O'Conner Streets is impeding two (2) way traffic.

Options for parking in the vicinity of Inverell High School will be reviewed and presented to the next meeting of Council.

## SECTION D

### DESTINATION REPORTS

1. EXPIRING LICENCE AGREEMENT - INVERELL POLOCROSSE CLUB INC.  
S5.10.128

CSOP-A *RESOLVED (Harmon/Michael) that the Committee recommends to Council that:*

- i) Council renew the agreement with Inverell Polocrosse Inc. for Part unformed road off Eddy Park Lane, Rob Roy;
- ii) the licence agreement be for a two (2) year period with a further two (2) year option;
- iii) the Licence fee be \$120.00 per annum (GST Inclusive) with a 3% increase per annum; and
- iv) the Licence Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.

## 2. ABORIGINAL LAND CLAIM S5.2.3

*RESOLVED (Michael/Girle) that the actions taken in respect of the Inverell Speedway be received and noted.*

## 3. REQUEST TO TRANSFER LICENCE AGREEMENT S5.10.96

CSOP-A *RESOLVED (Baker/Girle) that the Committee recommend to Council that:*

- i) *the Agreement for Lot 3, DP 235812 and Part Lot 11, DP 202029, Drainage Reserve, Lang Street, Inverell be transferred to Ms Jamie Pay;*

- ii) *the Agreement be for a five (5) year period with a further five (5) year Option period;*
- iii) *the licence fee be \$50.00 per annum (GST Inclusive); and*
- iv) *the Licence Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.*

SECTION E  
INFORMATION REPORTS

1. COMMUNITY SAFETY CAMERA PROGRAM COUNCIL TERM REVIEW  
S17.11.7

*RESOLVED (Michael/Girle) that the items contained in the Information Reports to the Economic & Community Sustainability Committee Meeting held on Wednesday, 10 August, 2016, be received and noted.*

At this juncture, the time being 11.12am, Cr Jones entered the meeting.

SECTION H  
GOVERNANCE REPORTS

1. GOVERNANCE - MONTHLY INVESTMENT REPORT S12.12.2/09

*RESOLVED (Girle/Harmon) that the Committee recommend to Council that:*

- i) *the report indicating Council's Fund Management position be received and noted; and*
- ii) *the Certification of the Responsible Accounting Officer be noted.*

There being no further business, the meeting closed at 11.43am.

CR J A WATTS

CHAIRPERSON

**TO ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING 12/10/2016**

<b>ITEM NO:</b>	1.	<b>FILE NO:</b> S13.6.11
<b>DESTINATION 1:</b>	A recognised leader in a broader context	<b>R</b>
<b>SUBJECT:</b>	<b>COUNCILLOR WORKSHOPS - HIT THE GROUND RUNNING</b>	
<b>PREPARED BY:</b>	Paul Henry, General Manager	

**SUMMARY:**

Following on from the conduct of the Local Government Elections, Local Government NSW and the Office of Local Government will be providing support to Council's by conducting a number of 'Hit the Ground Running' workshops. Council is being asked to determine if they are prepared to attend a workshop.

**COMMENTARY:**

Local Government NSW and the Office of Local Government will be providing support to councils and councillors to help them in their roles by conducting 'Hit the Ground Running' workshops.

The one (1) day workshops will be based on the '5 key things' all Councillors need to know in order to be effective in their roles. The workshops provide essential information to support Councillors in serving their community and fulfilling their responsibilities.

The program also includes information on how local government reform affects each council, particularly following recent amendments to the Local Government Act and what this will mean for respective councils. Workshop material will also include crucial information for all Councillors on the Model Code of Conduct and the Integrated Planning and Reporting framework.

Local Government NSW and the Office of Local Government strongly encourage all Councillors to attend. Online registrations for the workshops will be coordinated through the office of the General Manager.

The workshop locations and dates applicable to Inverell Shire Council are as follows:

Glen Innes	Wednesday, 26 October, 2016
Tamworth	Thursday, 27 October, 2016
Moree	Wednesday, 23 November, 2016

Unfortunately the workshops located in Glen Innes and Moree both happen to fall on the dates of Ordinary Meetings of Council. It is therefore suggested that arrangements be made for Councillors to participate in the workshop to be held in Tamworth on Thursday, 27 October, 2016.

**RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:**

**Strategy:** R.07 Council is recognised for and distinguished by its management, innovation and customer service.

**Term Achievement:** R.07.01 Council's operating culture is flexible, efficient, integrated and aligned to Council's strategic objectives and program delivery.

**Operational Objective:** R.07.01.01 Implement a structured program of continuous improvement, based on identifying and adopting leading practice, across the organisation.

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

Nil.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*That arrangements be made for interested Councillors to be registered to attend the 'Hit the Ground Running' Workshop to be held in Tamworth on Thursday, 27 October, 2016.*

<b>ITEM NO:</b>	2.	<b>FILE NO:</b> S18.6.19
<b>DESTINATION 2:</b>	A community that is healthy, educated and sustainable	<b>C</b>
<b>SUBJECT:</b>	<b>SERVICE LEVEL REQUIREMENTS - FLOOD MONITORING</b>	
<b>PREPARED BY:</b>	Ken Beddie, Director Corporate and Economic Services	

**SUMMARY:**

NSW Office of Water (NOW) operates and maintains the system of Flood Warning Monitoring Sites within the Shire under agreement with Council. Each year a service level agreement is entered into between NOW and Council. Over recent years, the cost associated with this agreement has significantly increased. An investigation into service level requirements for flood monitoring has been undertaken and the results of this investigation are included in the below report.

**COMMENTARY:**

Council at its June, 2016 Meeting considered a further report in respect of the 14 Flood Monitoring Gauges located above Inverell and Ashford. The following is a copy of the Report:

*At the July, 2015 Civil and Environmental Services Committee meeting it was resolved that;*

- i) an investigation into the service level requirements for flood warning monitoring be undertaken; and*
- ii) a further report be presented to the Committee outlining possible options for provision of services for the 2015/16 year.*

*This was in response to a report that highlighted changes to the agreement between NOW and Council, with the fee for the provision of service increasing from \$56,000 to \$100,000. A copy of the report is attached as Appendix 2 (D26-D27) for the information of the Committee.*

An investigation into the service level requirements for flood warning monitoring has been undertaken with significant input from State Emergency Services as well as Council's Flood Controller, Councillor David Jones and the results are as follows.

A significant area of land in the Inverell Shire is prone to flooding. The impacts of the 1976 and 1991 floods were substantial with severe impacts on property, equipment and livestock. A monitoring system that provides adequate warning time is absolutely essential in order to minimise damage to property and to provide for the safety of Shire residents.

Council currently has a budget allocation of \$56,500 for the operation and maintenance of flood warning monitoring sites. This budget allocation carried the expectation that there may have been an opportunity to reduce the fee following negotiations. Unfortunately there was no provision for this to occur again. The change in fee from NOW for provision of services of \$99,078 equates to a budget shortfall of \$42,578. A number of aspects were investigated in order to determine the possibility of reducing the financial burden on Council whilst continuing to provide a robust flood warning monitoring network.

#### **Potential for Alternative Service Provider**

Other service providers are available in this industry. Reference checks were carried out with a number of other Councils who have utilised services of alternate service providers. In each case, the Councils have now reverted back to utilising NOW. The comments from the Councils contacted suggested that the service being provided by alternative providers is unacceptable as it did not meet the required standard, particularly relating to the ability to provide on site availability, particularly when it came to servicing and monitoring of equipment.

#### **Potential for Alternative Technology**

Under the current agreement NOW provides Council with the most up to date technology available. Other technology could potentially be used, this would however reduce the reliability of the system and also come at an unacceptable capital cost to install different hardware. It was determined that a change in monitoring technology was not a viable option.

#### **Potential for Alternative Funding Source**

Discussions were held with other agencies, notably NOW and SES to determine if they could provide funding to aid Council. Both agencies have indicated that they are unable to assist Council in this matter.

#### **Reduction in Number of Monitoring Sites**

The final option available in order to reduce the cost associated with the provision of this service is to continue to utilise NOW with the current technology, but with a reduced number of sites. This option would reduce the amount of information available and therefore impact the amount of warning time available to floods stemming from certain areas of the catchment. Whilst it is not possible to quantify the exact reduction in warning time that may result from reducing sites, it is notable that any reduction in flood intelligence comes with significant reputational risk to Council. For major rain events, Inverell can have as little as six (6) hours of warning of a major flood event.

Both the SES and Council's Flood Controller have indicated that this option would have a significant impact on their flood monitoring and prediction efforts. The current number of sites (14) and their location has been determined in order to provide an adequate level of flood warning monitoring service.

If any of the above options were to be pursued by Council, the accuracy and integrity of the flood warning monitoring network would be reduced. Significant risk to property and persons exist within the shire and any decision by Council to reduce the level of flood intelligence would come with a significant amount of reputational risk. It is for these reasons that it is not recommended to pursue any of the above options. Given that Council operates under a balanced budget, if the Committee were to accept the service provision from NOW a funding source for the additional \$42,578 will be required to be determined.

Council subsequently resolved at the June, 2016 Meeting that:

*Council defer the payment of the servicing charge to enable the following matters to be undertaken:*

- i) Council approach the Insurance Council to seek the determination of a position on insurance companies contributing to the cost of flood monitoring;*
- ii) Council discuss funding of the system with the State Government, noting the 100% increase in charges;*
- iii) Council write to the Office of Water seeking details on the cost break-up of servicing the flood monitoring system in the Inverell Local Government Area; and*
- iv) Council seek financial support from the Bureau of Meteorology for monitoring gauges.*

Council subsequently wrote to the Insurance Council and the Bureau of Meteorology who have both failed to respond to Council and who have verbally indicated that this matter is a matter for Council and Water NSW.

Council also raised the matter with the Local Member, Mr Adam Marshall who has indicated his support for Council in seeking a contribution from the SES, due to that organisations responsibility for managing flood events.

In accordance with part (iii) of the resolution, Water NSW has provided Council with the below cost breakup of servicing the flood monitoring system. A full copy of the response from Water NSW is attached as Appendix 1 (D17 – D18).

<b>Cost break-up of servicing</b>	
Base cost per site at 2 visits per year	\$2,727
Height variable measured per site	\$2,500
Rain variable measured per site	\$1,300
Next G communication per site	\$550
<b>Total per site</b>	<b>\$7,077</b>
<b>Total for 14 sites</b>	<b>\$99,078</b>

Mr Wilkinson has also advised in subsequent phone conversations with Council staff that this matter now needs to be addressed as a matter of urgency to ensure that the system remains operational, noting that Water NSW have continued to maintain the system and replace damaged gauges and equipment in good faith. Mr Wilkinson has also advised the following:

- Council already received a substantial discount on the 2014/2015 Service Agreement as an act of good faith by the Department of \$39,400;
- All of the 14 sites were upgraded to the latest technology over the last four (4) years;
- The cost of upgrading the Flood Gauges to IP Telephony alone in 2014/2015 and 2015/2016 was \$5,400 equipment plus installation per Flood Gauge or \$90,000;
- The cost of installing a replacement gauge is borne in full by Water NSW under the Maintenance Agreement and is \$50,000. One Flood Gauge has been replaced in the last 12 months which was lost due to flooding. In most instances a new gauge must be installed for reliability. The gauges are also subject to lightning strikes and vandalism;
- In addition to routine maintenance Water NSW Technicians have been undertaking substantial works on the "Little Valley" Flood Gauge to improve the gauges performance;
- Despite the fact that a valid Agreement is not in place, Water NSW Staff have continued to respond to minor faults within 2 working days and major faults as "Callouts";
- All other Councils pay the Water NSW Corporate Rate.

Based on the full range of information now available, it is proposed that the Water NSW fees appear to be reasonable and that the 2015/2016 fees warrant payment at the earliest time.

That said, while Council has not been successful in gaining a contribution from the Insurance Council and the Bureau of Meteorology, the issue raised by Mr Marshall of lobbying to have the Flood Gauge Maintenance Fees funded in full or in part by the NSW State Government warrants further consideration. Noting that the NSW State Government, through the NSW State Emergency Service (SES), shares the role with Councils in protecting the community from and in, Natural Disasters it is proposed that all or part of the State Wide Flood Gauge Fees should be included in the soon to be introduced property based Emergency Services Levy.

This would ensure a fair and equitable allocation of these costs across the community who ultimately benefits from the Flood Gauge Systems being in place.

A copy of the 2015/2016 Service Agreement is attached as Appendix 2 (D19 – D31).

#### **RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:**

**Strategy:** C.03 Promote an ordered and safe Community.

**Term Achievement:** C.03.02 Appropriate management plans and facilities are developed and implemented in partnership with emergency services.

**Operational Objective:** C.03.02.01 To ensure the availability of an adequate emergency response service within the Shire to deal with the natural disasters and man made incidences.

#### **POLICY IMPLICATIONS:**

Nil.

#### **CHIEF FINANCIAL OFFICERS COMMENT:**

A budget allocation of \$56,500 was provided in the 2015/2016 Budget in this matter, noting that Council did not receive advice of the fee level for 2015/2016 until after the 2015/2016 Budget was set by Council. This amount was revoted to the 2016/2017 year and remains available. The remaining \$42,578 could be funded from the Insurance Internally Restricted Asset (has a balance of \$161,848) noting the Risk Mitigation nature of the Flood Gauges.

A budget allocation of \$59,575 was provided in the 2016/2017 Budget noting that the matter was subject to ongoing discussions, the freeze on Council's Finance and Assistance Grant (costing Council \$436K in 2016/2017) and the inadequate 1.8% 2016/2017 Rate Peg limit.

The total now payable for Flood Gauge Maintenance now equates to an approximate 1% Rate Increase in General Rates.

Should Council be unsuccessful in attracting funding from the NSW State Emergency Service or otherwise to assist in meeting the ongoing Flood Gauge Costs, this matter will need to be considered in the ongoing implementation of Council's Fit for the Future Roadmap.

#### **LEGAL IMPLICATIONS:**

Nil.

#### **RECOMMENDATION:**

*That:*

- i) the 2015/2016 Services Agreement for Hydrometric Services be completed and the \$99,078 fee be paid; and*

- ii) Council seek the support of the Member for Northern Tablelands, Mr Adam Marshall and Local Government NSW in having the State Wide Flood Gauge Fees included in the new property based Emergency Services Levy on the basis of the wide benefits flowing to the community from the Flood Gauge Warning Systems being in place.*

<b>ITEM NO:</b>	3.	<b>FILE NO:</b> S26.3.14
<b>DESTINATION 2:</b>	A community that is healthy, educated and sustainable	<b>C</b>
<b>SUBJECT:</b>	<b>OPERA NORTH WEST</b>	
<b>PREPARED BY:</b>	Paul Henry, General Manager	

#### **SUMMARY:**

This report is intended to brief the Committee on the 2016 Opera in the Paddock event and detail a sponsorship proposal for a 2017 event. The Committee is requested to determine the request for sponsorship.

#### **COMMENTARY:**

Council is in receipt of correspondence from Peta Blyth OAM, Artistic Director, Opera North West Ltd providing a debrief of the 2016 Opera in the Paddock event and presenting their plans for an event at 'Mimosa', Delungra in 2017.

The proposal (copy attached as Appendix 3, D32 – D57) is broadly detailed as follows:

- The Opera in the Paddock event is proposed for 'Mimosa' on 25 March, 2017;
- A concert in Lazenby Hall, UNE Armidale is proposed for March 24;
- Destination NSW have recommended Ms Amanda Smith former Marketing Manager with Opera Australia, who comes with a wealth of experience in marketing, specifically opera and events, to coordinate local staff in the office;
- A request of \$10,000 in sponsorship from Council to be used towards marketing of the event;
- Request to grade Blyth's Lane before the event and water the road on the day.

In addition to the positive outcomes Opera in the Paddock provides for the Shire and the wider community, Opera North West advise that the following factors are pivotal in building long-term sustainability for arts and creativity in rural communities.

- Appreciation of local culture, local people, assets and characteristics,
- Enthusiastic local leadership, positive attitudes, local entrepreneurship and investment,
- Social inclusion and engagement,
- Health and well-being opportunities,
- A focus on retaining young people through employment, recreational, and educational initiatives.

Mrs Blyth will be in attendance at the Public Forum of today's Civil & Environmental Services Committee meeting to speak to the proposal.

The Committee is now asked to consider the request for sponsorship for the 2017 event.

**RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:**

**Strategy:** C.17 Promote Inverell Shire as an integral component of the cultural fabric of the New England North West Region.

**Term Achievement:** C.17.01 Inverell is recognised as an integral component of cultural diversity and excellence in the New England North West Region.

**Operational Objective:** C.17.01.01 Develop partnerships and projects with cultural organisations and connect where appropriate with cultural plans and development of other Council's on the New England area.

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

Council has on an ongoing basis provided a cash contribution of \$5K to Opera in the Paddock annually. Council provided a special 'one-off' additional \$5K contribution in 2011/2012.

In 2012/2013 and in 2013/2014 the event was not conducted. In 2014/2015 Council contributed \$10K however the event had to be cancelled at the 11<sup>th</sup> hour due to extreme weather conditions.

A budget allocation of \$5K is available in the 2016/2017 cultural vote should the Committee resolve to accommodate marketing of this event.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*A matter for the Committee.*

<b>ITEM NO:</b>	4.	<b>FILE NO:</b> S5.2.0/09
<b>DESTINATION 4:</b>	A strong local economy	<b>B</b>
<b>SUBJECT:</b>	<b>LAND MATTER - RIFLE RANGE ROAD, INVERELL (LISTING)</b>	
<b>PREPARED BY:</b>	Paul Henry, General Manager	

**SUMMARY:**

An expression of interest has been received for a portion of Council owned land, off Rifle Range Road, Inverell. The Committee is asked to consider a confidential report in this respect.

**COMMENTARY:**

*Local Government Act 1993* (the Act), and the *Local Government (General) Regulation 2005* makes provision for the closure of meetings to the public and media in specified circumstances. In particular s.10A of the Act provides that Council may close to the public and media so much of a meeting as relates to the discussion and consideration of information identified in s.10A(2). The matters which may be closed to the public and media, as stated in the Act, must involve:

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

In considering whether to close a part of a meeting to the public and media, Councillors are also reminded of further provisions of s.10D of the Act which states:

***Grounds for closing part of meeting to be specified***

- (1) *The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting.*
- (2) *The grounds must specify the following:*
  - (a) *the relevant provision of section 10A (2),*
  - (b) *the matter that is to be discussed during the closed part of the meeting,*
  - (c) *the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.*

Having regard for the requirements stated in s.10D of the Act Councillors should note that the matter listed for discussion in Closed Committee includes information provided by the applicant which is considered to be commercially sensitive.

The recommendation that this item of business be considered in Closed Committee is specifically relied on section 10A(2)(d)(i) of the Act as consideration of the matter involves:

- a) Commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it, and
- b) On balance, the public interest in preserving the confidentiality of the matter outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting.

**Strategy:** B.06 Plan for and promote private and commercial businesses and residential, industrial and commercial development.

**Term Achievement:** B.06.01 Sufficient and serviced lands are available to meet the Shire's business development and residential needs.

**Operational Objective:** B.06.01.01 To maintain a suitable portfolio of land for development and sale at a fair market price.

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

Nil.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*That the matter be referred to Closed Committee for consideration as:*

- i) the matters and information are 'commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person who supplied it.' (Section 10A(2)(d)(i) of the Local Government Act, 1993);*
- ii) on balance the public interest in preserving the confidentiality of the information outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting; and*
- iii) all reports and correspondence relevant to the subject business be withheld from access to the media and public as required by section 11(2) of the Local Government Act, 1993.*

<b>ITEM NO:</b>	5.	<b>FILE NO:</b> S5.2.1/18
<b>DESTINATION 4:</b>	A strong local economy	<b>B</b>
<b>SUBJECT:</b>	<b>104 OTHO STREET, INVERELL (LISTING)</b>	
<b>PREPARED BY:</b>	Paul Henry, General Manager	

**SUMMARY:**

Council is in receipt of an appraisal for 104 Otho Street, Inverell. The Committee is being asked to consider a confidential report on this matter.

**COMMENTARY:**

*Local Government Act 1993 (the Act), and the Local Government (General) Regulation 2005 makes provision for the closure of meetings to the public and media in specified circumstances. In particular s.10A of the Act provides that Council may close to the public and media so much of a meeting as relates to the discussion and consideration of information identified in s.10A(2). The matters which may be closed to the public and media, as stated in the Act, must involve:*

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

In considering whether to close a part of a meeting to the public and media, Councillors are also reminded of further provisions of s.10D of the Act which states:

***Grounds for closing part of meeting to be specified***

- (1) *The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting.*
- (2) *The grounds must specify the following:*
  - (a) *the relevant provision of section 10A (2),*
  - (b) *the matter that is to be discussed during the closed part of the meeting,*
  - (c) *the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the matter in an open meeting would be, on balance, contrary to the public interest.*

Having regard for the requirements stated in s.10D of the Act Councillors should note that the matter listed for discussion in Closed Committee includes information which is considered to be commercially sensitive.

The recommendation that this item of business be considered in Closed Committee is specifically relied on section 10A(2)(c) of the Act as consideration of the matter involves:

- a) *Information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business, and*
- b) *On balance, the public interest in preserving the confidentiality of the matter outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting.*

**Strategy:** B.02 Plan for and promote the clustering of specific business and industry sectors in commercially appropriate locations.

**Term Achievement:** B.02.01 Networks and clusters of similar economic activity are developing in appropriate areas.

**Operational Objective:** B.02.01.01 To ensure the physical development of the Shire is in accordance with community needs and expectations, using adopted planning instruments and policies.

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

Nil.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*That the matter be referred to Closed Committee for consideration as:*

- i) the matters and information are 'Information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.' (Section 10A(2)(c) of the Local Government Act, 1993);*
- ii) on balance the public interest in preserving the confidentiality of the information outweighs the public interest in openness and transparency in Council decision-making by discussing the matter in open meeting; and*
- iii) all reports and correspondence relevant to the subject business be withheld from access to the media and public as required by section 11(2) of the Local Government Act, 1993.*

<b>ITEM NO:</b>	6.	<b>FILE NO:</b> S13.1.1
<b>DESTINATION 1:</b>	A recognised leader in a broader context	<b>R</b>
<b>SUBJECT:</b>	<b>LOCAL GOVERNMENT BOUNDARY ADJUSTMENT - TINGHA</b>	
<b>PREPARED BY:</b>	Paul Henry, General Manager	

**SUMMARY:**

Council is in receipt of correspondence from Adam Marshall, Member for Northern Tablelands regarding the Tingha community's desire to leave the Armidale Regional Local Government Area (LGA) and join the Inverell LGA. The Committee is being asked to consider the approach from Mr Marshall.

**COMMENTARY:**

Councillors will recall noting at the September Ordinary Meeting of Council, the Tingha Citizen's Association Inc request (which included a petition with the required number of valid signatures from both the Tingha and Inverell communities) to the Hon Paul Toole, Minister for Local Government requesting that the Tingha area be absorbed into the Inverell Local Government Area.

To date Council is not aware of a response being received from the Minister in respect of the request from the Tingha Citizen's Association.

Council is now in receipt of correspondence from Adam Marshall, Member for Northern Tablelands. Mr Marshall believes it is in everyone's interests that this proposal be considered and dealt with promptly.

After consulting with the Minister's office, Mr Marshall advises that the Minister has two (2) options:

1. Refer the petition (proposal) to the Local Government Boundaries Commission for a full public inquiry and report; or
2. Refer the petition (proposal) to the Acting Chief Executive of the Office of Local Government for examination and report.

Mr Marshall confirms that obviously, option 2 is the quickest and easiest for all concerned.

To facilitate this – and achieving the clear wishes of the Tingha community – Mr Marshall **requests that both councils consider resolving to make an application to the Minister submitting for approval a proposal pursuant to s218E(1) of the LG Act for a boundary alteration affecting the Tingha area.** This would be a joint application – from both councils with the same resolution of both councils at respective meetings. Mr Marshall further advises that the report to both councils should contain the details of the proposal and have a map setting out the current and proposed new boundaries.

The suggested resolution is:

*'That Inverell Shire Council:*

- i) *Supports the boundary alteration proposal as set out in the attached report submitted to the council*
- ii) *Resolves to join with Armidale Regional Council to make an application to the Minister submitting for approval by the Governor a proposal pursuant to s218E(1) of the LG Act to a boundary alteration to change the boundaries of the respective council areas as reflected in the Map attached to the proposal'.*

The Minister's office has confirmed that the application to the Minister submitting a local government boundary alteration proposal must contain the following:

- a. A resolution from the affected Councils supporting the boundary change, authorising an application being made to the Minister and the Governor. The resolution should also address whether the affected Councils require a provision for rates (see below) to be included in the proclamation,
- b. A map of sufficient quality that clearly shows the existing and proposed local government boundaries, and
- c. Advice as to whether a provision for rates is required.

The pivotal issue is - *Where is the most appropriate boundary?* Councillors will be aware that the map posed by the Tingha Citizen's Association in their submission caused quite some angst at the time for some members of the area surrounding Tingha as it was felt that the Inverell "community of interest" was exaggerated. A copy of the map is attached as Appendix 4 (D58).

The issue of determining an "appropriate" boundary needs to be determined prior to the passing of a resolution suggested by Mr Marshall.

#### **RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:**

**Strategy:** R.08 Council leads the community by influencing and participating in policy development to the benefit of the Shire through partnerships and alliances with government, regional interests, shire groups and communities.

**Term Achievement:** R.08.01 A targeted program of advocacy and policy discussion is being conducted with the active cooperation of others benefiting interests around social, environmental, economic and infrastructure priorities.

**Operational Objective:** R.08.01.01 To facilitate intergovernmental relations to ensure maximum cooperation between the Council and the Federal and State Governments to achieve the optimum support for the Inverell Shire

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

Nil.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*That the Committee recommend to Council that:*

- i) Mr Marshall be advised that the course of action he has proposed is supported; and*
- ii) Discussions be held with Mr Marshall and the Administrator of Armidale Dumaresq Council on the mapping of an appropriate boundary between Inverell and Armidale Dumaresq Councils.*

<b>ITEM NO:</b>	7.	<b>FILE NO:</b> S13.1.2
<b>DESTINATION 1:</b>	A recognised leader in a broader context	<b>R</b>
<b>SUBJECT:</b>	<b>PROPOSED BOUNDARIES FOR JOINT ORGANISATIONS (JO)</b>	
<b>PREPARED BY:</b>	Paul Henry, General Manager	

**SUMMARY:**

The State Government has released its decision on the boundaries for each JO. The Committee is requested to confirm its position.

**COMMENTARY:**

In 2014, the State Government indicated intent to require every Council to be a member of a JO. At that time, Councils were encouraged to recognise the national grouping of Councils, prepared by the Office of Local Government (OLG), and voluntarily form a regional group of Councils.

For various reasons, the Councils of Tenterfield, Uralla and Walcha chose not to be part of the New England Group of Councils that were formed in response to the encouragement of the OLG.

The OLG has now released the boundaries for each JO that will be mandated by an amendment to the Local Government Act. Included as Appendix 5 (D59) is a map of these boundaries.

Councils have been provided a final opportunity to make a comment on this OLG initiative.

#### Background

##### a) What is a JO?

This new organisation is to be a mechanism for enabling State and Local Government to collaborate on agreed priorities in 'a more consistent, structured and effective way than ever before' (source: OLG circular, September 2014).

A JO will have three (3) key functions:

- i) Undertake Regional Strategic Planning and Priority Setting – Develop a regional vision and determine regional priorities for projects that deliver on that vision.
- ii) Promote Intergovernmental Collaboration – state and local government working together on policy development, service design and delivery.
- iii) Be a Regional Leader and Advocate – be a 'Voice for the Region'

Inverell Council took up the challenge and was instrumental in forming the New England Group of Councils in February 2015. Cr Harmon was elected as Chairman of the Group and Inverell Council provided the administration support for the Group.

##### b) Boundaries

This has been a fluid issue over the brief history of the Group, with the core participants being Glen Innes Severn, Inverell, Armidale and Guyra. Tenterfield has chosen not to be included, while Uralla and Walcha have moved in and out of the group.

In the 2014 document, the OLG proposed a boundary for the New England JO that included Tenterfield, Glen Innes Severn, Guyra, Armidale, Walcha, Uralla and Inverell. This alignment was supported by Inverell.

The final boundaries were determined by the following criteria;

- Align with State Government growth planning boundaries,
- Demonstrate clear community of interest between member Councils and the Region,
- Not adversely impact on the Councils or JO, *leaving* too few Councils to form a JO,
- Be based around a strong regional centre,
- Be of an appropriate scale and capacity to partner with State Government.

Given the strident opposition from Walcha to being included in the New England JO, no purpose would be served in opposing their inclusion in the Namoi JO.

#### Conclusion

Councils have until 27 October, 2016 to comment on the boundaries. All JO's will be required to be operational in early 2017.

#### **RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND OPERATIONAL PLAN:**

**Strategy:** R.08 Council leads the community by influencing and participating in policy development to the benefit of the Shire through partnerships and alliances with government, regional interests, shire groups and communities.

**Term Achievement:** R.08.01 A targeted program of advocacy and policy discussion is being conducted with the active cooperation of others benefiting interests around social, environmental, economic and infrastructure priorities.

**Operational Objective:** R.08.01.01 To facilitate intergovernmental relations to ensure maximum cooperation between the Council and the Federal and State Governments to achieve the optimum support for the Inverell Shire

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

Nil.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*That the Office of Local Government be advised that Inverell Shire Council supports the proposed boundary for the New England Joint Organisation.*

<b>ITEM NO:</b>	8.	<b>FILE NO:</b> S12.22.1/08 & S5.24.4/08
<b>DESTINATION 5:</b>	The communities are served by sustainable services and infrastructure	<b>S</b>
<b>SUBJECT:</b>	<b>REQUEST FOR REDUCTION IN TOWN HALL HIRE FEES – DANTHONIA BRUDERHOF COMMUNITY</b>	
<b>PREPARED BY:</b>	Hayley Nichols, Corporate Support Officer-Publishing	

**SUMMARY:**

Council has received a request from Mr Chris Voll of the Danthonia Bruderhof Community requesting a reduction in Town Hall Hire Fees for an upcoming event.

**COMMENTARY:**

Mr Voll, on behalf of Danthonia is requesting a reduction in Town Hall Hire Fees for their proposed event to be held at the Town Hall on Friday, 2 December, 2016.

The Danthonia Community hope to perform a Christmas concert for the wider community, with free admission.

Danthonia currently has a tentative booking for the event date and have been provided with a quote for hire fees of \$1,274; this figure is inclusive of a refundable \$500.00 bond.

The hire fees comprise \$84 for setup and rehearsals on 30 November, \$510 for full day and night hire 2 December, and \$180 for the use of the air-conditioning system.

Mr Voll asks that, in light of the non-commercial nature of the event, if Council will consider a reduction in the hire fees for the hall. While as noted in the Chief Financial Officers comments, the hire fees only cover the base costs of each hire.

Noting the community nature of this proposed Christmas concert, the Committee is asked to make a determination in respect of Mr Voll's request and whether Council may wish to further sponsor the event.

**RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND MANAGEMENT PLAN:**

**Strategy:** S.03 Council provides equitable services, consistent with available resources and priorities to meet the Shire's identified needs and preferences.

**Term Achievement:** S.03.01 Services and programs that Council provides are determined based on equity, customer requirements and community benefits, best value and excellence.

**Operational Objective:** S.03.01.01 Appropriate services and programs are selected based on considerations of equity, best value, relevance and benefit to the community.

**POLICY IMPLICATIONS:**

Management Policy: Donation Policy – 'The purpose of providing Donations from public funds is to help promote or assist individuals or organisations for which there is a recognised public benefit, Generally the maximum donation provided will be \$200.00.'

**CHIEF FINANCIAL OFFICERS COMMENT:**

It is noted that for 2015/2016, the running costs of the Hall were \$57K with an income of only \$18,979. Further, the Town Hall hire charges are not cost recovery, but only cover 33% of the costs of each hire, being the base costs of cleaning, electricity, hall setup and consumables.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*A matter for the Committee.*

## APPENDIX 1



Att: Mr Justin Pay  
 Mr Ken Beddie  
 Inverell Shire Council  
 PO Box 138  
 INVERELL NSW 2360

Contact: Richard Wilkinson  
 Phone: 02 6774 9561  
 Fax: 02 6772 7862  
 Email: richard.wilkinson@waternsw.com.au

9<sup>TH</sup> September 2016

Response to request from Inverell Shire Council seeking details on the cost break-up of servicing flood monitoring system in the Inverell Local Government Area

#### **Cost break-up of servicing**

Base cost per site at 2 visits per year	\$2,727
Height variable measured per site	\$2,500
Rain variable measured per site	\$1,300
Next G communication per site	\$550

<b>Total per site</b>	<b>\$7,077</b>
<b>Total for 14 sites</b>	<b>\$99,078</b>

#### **Background**

- Inverell Shire currently has 14 Flood Warning sites on various streams in the Inverell Shire Council area.
- Current routine site visit frequency per year is 2.
- Sites have all been installed by the Department over the last 20 years.
- All sites were installed from requests by Inverell Shire Council.
- All sites have recently been identified as critical to the flood warning operation by Inverell Shire Council, Inverell SES and Engineering staff.

#### **History**

- In 1996 Inverell Shire Council requested the department install sites that would give early warning to the Inverell Township and other communities in the Inverell Shire catchment.
- Sites were installed with funding from various sources including Inverell Shire Council, State and Federal Governments and various other grants.
- All sites are set up to automatically record river height and rainfall delivered to various web sites at near real time.

#### **Funding**

- Historically funding for the operation of these sites has been from charges to Inverell Shire Council that have until recently been heavily subsidised by various government funding sources.
- Reductions/ceasing of this funding have resulted in charges now having to be levied to the client.

- Inverell Shire was advised in 2012 that rates would rise to the current corporate rate over a period of time.
- At FY 14-15 period due to various reasons no increases were levied.
- In the 14-15 service agreement the full corporate rate was levied.
- Council refused to pay this full amount.
- As this contract was overdue and to show Department good faith it was agreed Council would pay the previous year amount on the proviso that from then on the corporate rate would be levied in future Service Agreements. Council agreed to these terms and signed the 14-15 FY agreement with this condition clause inserted.

**Currently**

- The 15-16 FY service agreement with the agreed corporate rate increase was sent to Council for signing to Justin Pay on in 28-08-2105.
- Since August 2015 department staff have requested on numerous occasions feedback on the signing of this agreement.
- Various reasons were given as to why this process was delayed. The understanding was this document would be signed.
- To date the Service Level Agreement for 15-16 FY is unsigned and no monies have been paid.


**Notes**

- All sites have recently been upgraded to IP and satellite phone systems replacing the land line system. This has resulted in better communication and less downtime due to water ingress into landlines as well as saving Inverell Shire Council land line rental at each site.
- The IP installation cost was covered by the Department. Ongoing IP costs are now covered in the service agreement.
- All sites have had logging and sensor equipment upgrades to latest technology standards in the last four years.
- All Site faults and out of hour call outs have been completed at no cost to Inverell Shire Council. This has included equipment losses due to lightning, vandalism and flood damage not covered in the service agreement.
- All other external clients across NSW pay the current corporate rate.

As this service agreement is now 14 months in arrears action by Inverell Shire Council to sign and pay the agreed rate would be appreciated.

It is not the Departments intention to reduce or cease services but the department cannot continue service without payment.

It also should be noted the 2016/2017 service agreement is now due and will be sent shortly from WaterNSW to Inverell Shire Council.



Richard Wilkinson  
Hydrometric Coordinator North East  
WaterNSW

## APPENDIX 2



Department of  
Primary Industries  
Water

**Service Agreement****SERVICE AGREEMENT BETWEEN****Inverell Shire Council****and****DPI WATER****for the provision by DPI WATER for the Client of****Hydrometric Services****2015-2016 Financial Year**

*Service Agreement*

**SERVICES AGREEMENT FOR HYDROMETRIC SERVICES**

**Client's Name & Address:**

NAME: Inverell Shire Council  
 ADDRESS: 144 Otho Street, PO Box 138, Inverell NSW 2360  
 ABN: 72 189 919 072

**DPI Water**


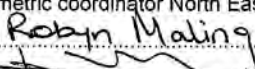

DPI Water Address: 120 Jessie Street, PO Box 68 Armidale NSW 2350  
 ABN: 72 189 919 072

Upon execution of this Agreement by the Client and the DPI Water, DPI Water agrees to provide the services at the frequency described in the Schedule in consideration for which the Client agrees to pay DPI Water the Fees and Expenses as shown in the Schedule, all subject to the General and Special Conditions of this Agreement.

**SCHEDULE**

1. **Services**
  - Provision of Hydrometric Services as detailed in Annexure I
2. **Frequency of Services:**
  - Service will be provided from 8.00am to 4.00pm Monday to Friday, with data available via Waterinfo website continuously.
3. **Service Documents:**
  - Annexure I and II attached.
4. **Location of Services:**
  - As specified in Annexure I and II
5. **Reporting:**
  - Report to be supplied annually upon request by client.
6. **Person(s) nominated to carry out Services (if any):**
  - The Services will be undertaken by DPI Water - Water Information Branch staff.
7. **Commencement Date:**
  - This Agreement shall commence or be deemed to have commenced on 1<sup>st</sup> July 2015
8. **Term of Agreement:**
  - This Agreement shall continue until 30<sup>th</sup> June 2016, but may be continued by mutual agreement or terminated subject to Clauses 5 or 7.
9. **Fees and Expenses:**
  - Schedule of costs for the period 1<sup>st</sup> July 2015 to 30<sup>th</sup> June 2016 DPI Water's fee for the Services will be \$99,078 GST exclusive. Costs will be recovered by way of annual invoice in advance.

**Signed as an Agreement**

<p>For <i>DPI Water</i></p> <p>Signed </p> <p>Name Richard Wilkinson.....</p> <p>Title Hydrometric coordinator North East .....</p> <p>Witness Name </p> <p>Signature </p> <p>Date 28/8/2015.....</p>	<p>For <i>The Client</i></p> <p>Signed .....</p> <p>Name .....</p> <p>Title .....</p> <p>Witness Name .....</p> <p>Signature .....</p> <p>Date .....</p>
--	--

*Service Agreement***GENERAL CONDITIONS OF AGREEMENT****1. Performance of Service**

DPI WATER must,

- a) ensure that the Services are carried out in a diligent manner with all necessary skill and care expected in the provision of such Services and in accordance with all representation and warranties made by DPI WATER;
- b) ensure that the Services are carried out promptly and expeditiously at the frequency and to the reasonable satisfaction of the Client;
- c) ensure that the Services are undertaken by the personnel who are proposed in the Schedule or as otherwise approved by the Client;
- d) not act outside the scope of this Agreement;
- e) report on or explain any aspect of the performance of the Services requested by the Client's Representative or other person nominated as acting in the Representative's position;
- f) obey all directions and instructions issued by the Client in relation to this Agreement provided the content of such are within the scope of the Services;
- g) subject to any Special Condition to the contrary, at its cost, replace and/or restore (at the Client's election) any property entrusted to it by the Client which has been lost or damaged by DPI WATER;
- h) comply with all safety requirements notified to it by the Client or required by law to be observed by DPI WATER;
- i) if the services are being provided on an annual basis, provide a schedule of costs for the forthcoming financial year to the Client by 31 May; and
- j) invoice the Client in accordance with the Schedule.

**2. Payment**

- a) Payment of fees and expenses identified in an itemised statement of expenses actually or expected to be incurred shall as agreed to by the Client be made by the Client upon receipt of an Invoice from DPI WATER
- b) Costs incurred by DPI WATER in relation to supply under this Agreement which exceed the estimated schedule of costs must be approved by the Client. Approval must be obtained in advance of any individual costs above \$1000 or collective costs within a 6 month period above \$5000 unless in the case of an emergency when notification will be provided as soon as is practicable after the cost is incurred. DPI WATER considers an emergency to be any occurrence which prevents DPI WATER from providing the services specified by this Agreement.
- c) Payment terms are strictly 30 days.

**3. Assignment and Contracting of Service**

Subcontracting of Services covered by this Agreement will not be undertaken by DPI WATER without the prior agreement of the Client.

**4. Responsibility for Services**

The Services shall be performed at DPI WATER's risk except that DPI WATER is not responsible for any instruction/direction issued by the Client with which DPI WATER must comply in accordance with this Agreement.

**5. Failure To Perform the Services**

If in the opinion of the Client DPI WATER has failed to perform the Services in accordance with the provisions of this Agreement, the Client may serve a notice on DPI WATER specifying the provision not complied with and the time by which it must be rectified. If DPI WATER fails to comply with any notice, the Client may withhold part/payment of the Agreement Fees and/or terminate this Agreement. Upon termination of this Agreement the Client shall only be liable to pay DPI WATER for work satisfactorily completed at the date of termination. Nothing herein shall affect the Client's common right to terminate the Agreement on account of repudiation by DPI WATER and recover damages.

*Service Agreement*

**6. Dispute Resolution**

Any difference or dispute that arises between the parties under this Agreement should firstly be referred to the Representatives of the Client and DPI WATER. Where the dispute can not be resolved by these parties, it will be referred to the Next Level Representatives of the Client and DPI WATER. Should resolution not be achieved, the dispute will then be referred to the Deputy Director General DPI WATER.

**7. Termination**

Termination of this Agreement shall occur following a meeting of both parties where a proposal to terminate the Agreement and work and monies owed to each party are agreed to the satisfaction of both parties. This Agreement may then be terminated on the last or first day of any month with one month's notice in writing of termination of this Agreement provided by one of the parties to the other.

**8. Materials**

- a) Unless otherwise stated in the Special Conditions of Agreement, DPI WATER shall supply all equipment, materials and consumables necessary to expeditiously perform the Services to the highest standards. All equipment, materials and consumables shall be of good quality and good condition and as well shall be of such a type and shall be used in such a manner so as not to cause any damage to the premises or property of the Client or any other person.
- b) Unless otherwise stated in the Special Conditions of Agreement, on completion of this Agreement, all equipment, materials and software owned by DPI WATER at the commencement of this Agreement will remain the property of DPI WATER.

**9. GST**

- a) In this clause, the expressions "consideration", "GST", "GST Law", "recipient", "supply", "adjustment note", "adjustment event", "input tax credit" and "tax invoice" have the same meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. A reference to a party to this Agreement includes a reference to that party's "representative number" as defined in A New Tax System (Goods and Services Tax) Act 1999.
- b) DPI WATER may recover from the Client any GST payable in relation to this Agreement. The amount of any GST shall be paid at the same time as the consideration is paid for the supply to which it relates.
- c) Unless expressly stated otherwise, the prices or other consideration specified are inclusive of GST at the GST rate prevailing at the Agreement date. If the GST rate is varied during the currency of the Agreement, the GST inclusive amount may be varied to reflect those changes.
- d) If the abolition of GST or any subsequent change in the GST Law is accompanied by an abolition or reduction in any existing taxes, duties, excises or statutory charges the consideration payable by DPI WATER shall be reduced by the same proportion as the reduction in DPI WATER's cost. The Client may request that DPI WATER provide it with all reasonable evidence necessary to demonstrate compliance with this clause.
- e) All invoices or claims submitted by DPI WATER under this Agreement will be accompanied by a tax invoice. The Client is not required to pay any amount on account of GST until this requirement has been complied with.
- f) If GST applies to any supply made by DPI WATER under this Agreement, this amount will be included in invoices supplied to the Client in November and May and the Client will pay such an amount with payment of other monies owed.


**10. Conflict of Interests**

- a) The Client acknowledges that the performance of services by DPI WATER under this Agreement is subject to the rights, duties, functions and powers exercised by DPI WATER under the legislation of NSW.
- b) Nothing in this Agreement shall preclude DPI WATER from performing its statutory functions in relation to any matter arising out of or touching upon this Agreement.
- c) Any findings, reports, materials or recommendations produced by DPI WATER for the Client under this Agreement shall not bind, or be useable against DPI WATER, or the Government of NSW, in any proceedings or in any activity or circumstance in which DPI WATER is required to exercise a statutory function.

#### *Service Agreement*

- d) Without limiting the generality of clause (c), the Client acknowledges that should it use the report recommendations or findings produced by DPI WATER in an application for statutory or other entitlement from DPI WATER, then DPI WATER may accord such weight to the report as it may in its absolute discretion think fit, consider and deal with the application having regard to all matters with which it may by law be properly concerned when exercising a statutory function, including matters additional to the findings or recommendations of the Report or request any further information to be provided by the Client as it thinks fit.
- e) In performing the Services on behalf of the Client and at the Client's request and direction, DPI WATER makes no representation as to the suitability or relevance of the Services or their output to any application for statutory or other entitlement which the Client may contemplate and in this regard the performance of the Services is at the Client's sole risk.
- f) The Client acknowledges and accepts that DPI WATER may place into the public domain any report, recommendation(s), findings, documents, information or other materials either generated by DPI WATER for the Client or provided by or on behalf of the Client to DPI WATER under this Agreement.

#### **11. Intellectual Property etc**

- a) The Client and DPI WATER agree that all rights in patents, registered and unregistered trademarks, registered designs, trade secrets and all other rights of intellectual property as recognised by the law of New South Wales and Australia in all information and products originally created by the parties or either of them in the performance of this Agreement shall be jointly owned and may be dealt with in such fashion as they agree.
- b) Data collected by DPI WATER under this Agreement shall be owned by the Crown in right of the State of New South Wales and licensed for use by the Client under a Creative Commons Attribution (CC BY ) Licence<sup>1</sup>.

#### **12. Notices**

Any notice given under this Agreement:

- a) must be in writing addressed to the intended recipient at the address shown in the Annexure for the recipient's Representative or the address last notified by the intended recipient to the sender;
- b) must be signed by an authorised officer of the sender; and
- c) will be deemed to be served:
  - o in the case of delivery in person – when delivered to the recipient's address and a signature received as evidence of receipt;
  - o in the case of delivery by post – three days of posting; and
  - o in the case of delivery by email or facsimile – on receipt of confirmation that the recipient has received the email or facsimile (however, in the case of delivery by email or facsimile where the sender's email system or facsimile machine produces a transmission confirmation report that the message was sent to the recipient's email or fax address, the report will be prima facie evidence that the notice was received by the addressee at the time indicated on that report).

#### **SPECIAL CONDITIONS OF AGREEMENT**

The following Special Conditions apply:

1. Replacement cost for vandalism, theft and/or flood damage not covered by DPI WATER's insurances are not covered by this Agreement and will be charged separately.
2. Third party managed activities (e.g. Telstra communication systems, both land line and computer network) at times impact on the ability to meet the agreed service standards. All endeavours are made to reduce and eliminate negative impacts from these services. If third party controlled activities affect the quality or quantity of the service then the Department will not be liable for any penalties unless the fault is not attended in a reasonable timeframe. The performance of third parties is to be closely monitored separate from the performance of the Department.
3. Interference at a stream flow stream or height station or its associated equipment from natural disasters including but not exclusive to floods, fire, storms, lightning or vandalism may impact on the quality and quantity of the service and products delivered at that station. If external influences affect the quality or

<sup>1</sup> <http://creativecommons.org/licenses/by/3.0/au/>

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*Service Agreement*

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quantity of the service then the Department will not be liable for any penalties unless the fault is not attended in a reasonable timeframe;

4. Capability Statement – The timely response to errors in the stage discharge relationship accuracy is the performance measure supporting the accuracy of derived flow data and not necessarily how many times it happens. How many time variances occur is generally a measure of the variability of the stream. The stage discharge relationship accuracy is a reflection of the stability of the bed characteristics of the stream. The bed characteristics at each site is determined by and impacted on by a range of naturally occurring factors that both the Client and DPI WATER have little to no control over. Statistical bounds can be put around the results (for example, 95% of the time the recorded flow is within 10% of the actual flow). But at any point in time these statistics can be destroyed when there is build up of the control through seasonal changes, human actions, weed build up in the pool etc. They can also be destroyed when a fresh flow clears the weed or build up, scours out the gravel and/or deposit more gravel. It is the Departments aim to respond to changes in stream characteristics when they are found. There can be no guarantee that outside a field calibration visit that the flow is within  $\pm 5\%$ , 10% or even 50%. Improving communication between the Client, hydrometric staff and developing sound alarm and reporting systems and priority activities are steps to reducing these errors. It is accepted that wider than commonly accepted deviations from rating tables may occur for low flows, particularly for unstable bed streams.

*Service Agreement*

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### **Annexure**

#### **REPRESENTATIVES**

##### **The Client's Representative:**

NAME	Justin Pay
POSITION,	Works Engineer
CLIENT,	Inverell Shire Council
ADDRESS	P.O. Box 138, Inverell, NSW, 2350
Telephone:	02 67288200 or 0427088283
Fax:	02 67288240
Email:	justin.pay@inverell.nsw.gov.au

##### **DPI WATER's Representative:**

NAME	Richard Wilkinson
POSITION,	Hydrometric Co-ordinator North East
DPI Water Address	120 Jessie Street, PO Box 68 Armidale NSW 2350
Telephone:	02 6774 9554
Fax:	02 6772 7862
Email:	richard.wilkinson@dpi.nsw.gov.au

##### **The Client's Next Level Representative:**

NAME	
POSITION,	
CLIENT,	Inverell Shire Council
ADDRESS	P.O. Box 138, Inverell, NSW, 2350
Telephone:	
Fax:	
Email:	

##### **DPI WATER's Next Level Representative:**

NAME	Graham Parsons
POSITION,	State Hydrometric Co-ordinator
DPI Water Address	120 Jessie Street, PO Box 68 Armidale NSW 2350
Telephone:	02 6774 9554
Fax:	02 6772 7862
Email:	graham.parsons@dpi.nsw.gov.au

*Service Agreement*

**Annexure I**

**Service Description**

This agreement, for the provision of hydrometric information services, is between the Client (Name) and the DPI Water, for the period as identified in items 7 and 8 of the Schedule.

The DPI Water through its Water Information Branch, Hydrometric Unit operates and maintains a wide network of hydrometric stations across NSW, collecting and supplying hydrometric information to the public and to clients.

**Client Purpose for Sites**

*Flood Warning for Inverell and surrounding districts.*

The sites detailed in "Table 1. List of Sites with Costs", catalogues the sites included under this agreement, and details individual site costs associated for the period.

**Table 1. List of Sites with Costs**

Site Number	Site Name	Data Collected	2014-15 FY Operational Costs (GST Exclusive)
416021	Frazers Creek @ Westholme (Ashford)	Level & Rainfall	7,077
416031	Macintyre River @ Ridgeland	Level & Rainfall	7,077
416035	Middle Creek @ Ferndale	Level & Rainfall	7,077
416056	Macintyre River @ Little Valley	Level & Rainfall	7,077
416057	Macintyre River @ Elsmore Bridge	Level & Rainfall	7,077
416058	Macintyre River @ Yetman	Level & Rainfall	7,077
416059	Kings Creek @ Gred	Level & Rainfall	7,077
416061	Paradise Creek @ Paradise Station	Level & Rainfall	7,077
416062	Kings Creek @ Newstead North	Level & Rainfall	7,077
416063	Macintyre River @ Wyoming	Level & Rainfall	7,077
416064	Middle Creek @ Stannifer	Level & Rainfall	7,077
416066	Macintyre River @ Riverstone	Level & Rainfall	7,077
416068	Macintyre River @ Tintot	Level & Rainfall	7,077
416069	Frazers Creek @ Glenorchy	Level & Rainfall	7,077
<b>TOTAL</b>			<b>\$99,078</b>

**Provision of Services**

The individual site targets are detailed in Annexure II, "Table 5. List of Sites with Performance Targets". This table indicates types of data collected at each site, as well as performance targets associated with each site, including routine number of visits for each site.

A wide range of activities are undertaken in the provision of hydrometric information services.

To ensure a consistent level of high quality information collection, DPI Water maintains a Quality Assurance system.

DPI Water, Water Information Branch's Hydrometric Unit is certified compliant with ISO9001:2008 by an external service provider, SAI Global.

As such, we undertake routine internal audits and have external audits on a regular basis to ensure that our operations comply with the ISO9001 standard, the *National Industry Guidelines for hydrometric monitoring*<sup>2</sup>, our procedures and work instructions to deliver the highest possible accuracy and repeatability of all collected data.

<sup>2</sup> WISBF (2013) *National Industry Guidelines for hydrometric monitoring*. National Industry Guidelines for hydrometric monitoring, Water Information Standards Business Forum. <http://bom.gov.au/water/standards> accessed 1 February 2014

### *Service Agreement*

These procedures and work instructions cover aspects such as:

- Top management
- Standards
- Management - Client and project management
- Management - Water Actions Management System
- Management - Work Health and Safety
- Management - Staff and Training
- Field - Station establishment
- Field - Station operations
- Field - Surveying
- Field - Rating tables
- Field - Gaugings
- Data - Software / system management
- Data capture, editing and archive
- Data dissemination
- Data audits
- Assets - Instruments
- Assets - Civil

The provision of Hydrometric Services in this agreement is provided in a continuous manner through the service period. Milestones in the life of the agreement are detailed in Table 2, Milestones.

**Table 2. Milestones [Note – May be modified to suit Invoicing Schedule suitable for Client]**

Number	Item	Due Date
1	Contract Established and Signed	30/09/2015
2	Invoice	31/10/2015

Costs for activities beyond the standard activities undertaken in the provision of services will be charged to the client at rates calculated from "Table 3, Supplementary Service Rates." No works will be undertaken or charges applied to the client without the Client's prior authorisation.

**Table 3. Supplementary Service Rates**

Number	Item	Cost	Units
1	Normal Time	\$124.04	Per Person Per Hour
2	Outside normal Hours	\$190.00	Per Person Per Hour
3	Public Holidays	\$300.00	Per Person Per Hour
4	Vehicle Costs	\$1.15	Per Kilometre
5	Incidentals <sup>2</sup>	\$260.00	Per Person Per Night
6	Plant Hire <sup>3</sup>	Market Rate	

1. GST not included and shall apply

2. <sup>2</sup> Only Applicable where an overnight stay is required (subject to change under Public Sector Regulations)

3. <sup>3</sup> Plant Hire shall be sought at the most competitive rate possible if required.

### **Data Quality and Availability**

DPI WATER's authorised representatives shall visit each site at regular intervals and during such visits, routine maintenance tasks shall be carried out. DPI WATER further undertakes:

- Height data to be calibrated to the manufacturer's stated level of accuracy against the reference gauge, to a highest standard of 10 mm consistent with *National Industry Guidelines for hydrometric monitoring*<sup>3</sup>.

<sup>3</sup> WISBF GL 100.02-2013, Part 2: Site Establishment and Operations. National Industry Guidelines for hydrometric monitoring, Water Information Standards Business Forum. [http://www.bom.gov.au/water/standards/documents/WISBF\\_GL\\_100\\_02-2013.pdf](http://www.bom.gov.au/water/standards/documents/WISBF_GL_100_02-2013.pdf) accessed 1 February 2014

*Service Agreement*

- Data will be reviewed against service standards, assigned quality codes reflecting compliance with those standards and archived onto DPI WATER's Corporate database as soon as possible after collection, to the highest standard possible based on the appropriate procedures and Quality Coding criteria that apply. Target period for archival of data is 220 days from date of data recording.
- Data from each telemetered site to be available 95% of the time at:

<http://waterinfo.nsw.gov.au> or  
<http://realtimedata.water.nsw.gov.au>

DPI WATER bears no responsibility for loss of data due to:

- Loss of telecommunications due to infrastructure failure.
- Loss of data due to third party supplier failure

Both Parties recognise delivery of services over the Internet or via SMS can be problematic. DPI WATER undertakes to address and fix any issues within its capability as soon as possible.

**Key Performance Indicators**

The Key Performance Indicators utilised in the assessment of performance of sites and to review data quality are detailed in the KPI Table below. Any of these basic Key Performance Indicators may be specified or supplemented on a site to site basis in Table 5, List of Sites with Performance Indicators.

A full definition of Key Performance Indicators can be supplied to the Client on request, from the Scientific and Technical Operating Procedure 70004<sup>4</sup>.

**Table 4. Key Performance Indicators**

Number	Key Performance Indicator	Measure	Target
	Telemetered data timeliness <i>Telemetered data available by 9am</i>	Percentage	95%
	Telemetered data availability <i>Telemetered data available between midnight and 3pm</i>	Percentage	95%
	Telemetered data completeness <i>Telemetered data available for the day</i>	Days	Nil
	Archive Data Timeliness <i>Days to last Archive of data – dependent on visit frequency per annum</i>	Days	120
	Archive data Completeness <i>Percent of Archive data not missing</i>	Percentage	95%
	Archive data accuracy <i>Percent of Archive data classed as 'Good' – quality code 50 or better</i>	Percentage	90%
	Number of gaugings (surface water flow sites)*	Number per year	na

**Operational Costs**

All rental and consumption charges related to electrical and telecommunications connections to the stations, wherever applicable, shall be payable by DPI WATER directly to the appropriate agency(s).

**Data Collection**

During each of the routine maintenance visits, the visiting personnel shall retrieve all the stored data and make a physical measurement of each of the parameters being recorded at the site.

Each site equipped with telemetry capability shall be polled (interrogated) at least once a day and also during extreme events. IP (Internet Protocol) based data will be sent from the site at the frequency set as standard (1 hourly).

**Data Processing, Archiving and Dissemination**

Provisional data<sup>5</sup> is made available via the internet (see copyright statement and licence at <http://waterinfo.nsw.gov.au/copyright.shtml>):

<http://waterinfo.nsw.gov.au> or  
<http://realtimedata.water.nsw.gov.au>

<sup>4</sup> Document 70004: Key Performance Indicators for Water Monitoring activities.  
<http://waterinfo.nsw.gov.au/stop/stop/stop/pdf/70004.pdf> accessed 1 February 2014

<sup>5</sup> Provisional data: Data delivered to clients without undergoing the review required under our quality management system

#### *Service Agreement*

All collected data shall be returned to DPI WATER's most appropriate office for processing, review and editing as follows:

1. Screening of the data for any missing or freak recordings and rectification, to the extent possible, and identification of reasons for any such occurrences,
2. Validation and consistency checks,
3. Assign Quality codes to data,

The processed and reviewed data will be archived on DPI WATER's corporate hydrological database. The database is publicly available, and archived data is supplied under licence to the public at large, via the internet sites (listed above) or on request for the cost of extraction.

DPI WATER also periodically publishes the entire corporate hydrological database on CD-ROM, for sale to the public at a nominal cost.

See General Condition 11 for more information about Intellectual Property and Copyright.

#### **Routine Maintenance**

DPI WATER's authorised representative(s) shall visit each site at regular intervals. The number of regular site visits is specified in Table 5. During each of such visits, the following routine maintenance tasks shall be carried out:

1. Ensure instrument shelter is in a clean, dry and tidy condition
2. Ensure that the shelter is still functional in respect of security, ventilation and drainage and that the instrument platform is rigid and level.
3. Check performance of equipment, and perform routine field validation.
4. Check condition of battery(s) and carry out other electrical tests to ensure adequate power supply.
5. Replace gas cylinders and check for leaks (as required).
6. Check that orifice or sensor is secure and free of silt and that it is in the optimum position in relation to the flow. Clean debris from the control.
7. Purge the bubble line (as required).
8. Calibration checks as scheduled.
9. Maintain and keep gauge range clear of vegetation.

Costs for any additional Station visits requested by the client, excepting those covered by the warranty provisions, shall be charged at the Supplementary Service Rates set in Table 3.

#### **Non-Routine/Breakdown Maintenance**

Within five working days of becoming aware of a breakdown, DPI WATER shall arrange for a qualified technician to visit the station for necessary investigations/repairs of the breakdown.

Minor faults capable of being repaired at the site shall be fixed by the technician. Where the maintenance requirements are more involved, the affected instruments/equipment or components thereof will be removed for off-site repairs/replacements.

In all such situations every effort shall be made to keep the station functional through replacement of affected part(s) with available spare part(s), while necessary action for repairs/replacement of the affected part(s) is underway. However, if a station does become or is anticipated to become temporarily non-functional for more than five days, the Client shall be informed of all such situations as soon as possible.

For sites and equipment where full Asset Management has been agreed to by DPI WATER, DPI WATER will repair or replace equipment as part of the management of the asset.

In other cases, the following procedure will apply:

The affected component(s)/part(s) will thereafter be shipped to DPI WATER's most appropriate instrumentation facility, for diagnosis and preparation of an estimate of costs for repairs. In cases where the repairs involve works that can be undertaken at the 'Facility' an estimate of the costs involved shall be provided to the Client, and once approved, these repairs shall be carried out at the Facility with all costs being payable by the Client. Where major repairs cannot be carried out by DPI WATER, an estimate of the repair costs by the manufacturer or their appointed agent shall be obtained and provided to the Client for their decision in the matter.

#### **Warranty on Repairs, Replacements and Workmanship**

For sites and equipment where full Asset Management has been agreed to by DPI WATER, DPI WATER will repair or replace equipment as part of the management of the asset.

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*Service Agreement*

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In other cases, the following procedure will apply:

DPI WATER shall provide a warranty for a period of six months from the date of installation, to cover all equipment repairs, replacements and all workmanship undertaken. All costs and incidental expenses which may be incurred under this warranty provision shall be borne by DPI WATER.

This warranty shall not apply to any of the equipment, repairs or replacements that have been subjected to misuse, neglect, accidents of nature, shipping damage or other incidents outside the control of DPI WATER.

In cases where repairs or replacements have been provided by an approved manufacturer, their warranty shall override this warranty. Any site visits required under a manufacturer's warranty claim, which are in excess of the non-routine breakdown provisions, shall be chargeable to the Client.

#### **Discontinuation of Sites**

In the event of a monitoring site included under this agreement being discontinued, closed or mothballed at the request of the Client, costs associated with the activity are to be met by the Client. Costs will be calculated based on Supplementary Service Rates, from Table 3.

#### **Asset Management**

Where appropriate and agreed by the Client, DPI Water uses a depreciation model to calculate the overall lifespan of a site from its constituent components, as well as replacement values. From the annual service fees charged, a component (10%) is allocated into a special fund to allow for the ongoing replacement of aging equipment and infrastructure.

Standard equipment failures, servicing and replacement of site components is to be allocated from this funding pool that may be carried over from one financial year to the next.

Events that cannot be planned for such as vandalism, fire, storm or flood damage are not included in this standard package for asset management. Every attempt will be made to claim damages from such events from DPI WATER's insurance policies as a first measure. Issues that cannot be resolved using these avenues may be discussed with the client to reach an agreeable outcome.

#### **Reporting**

##### **Data Reporting**

Data including plots and tabular information of data collected at the site may be accessed and downloaded directly from the website:

<http://waterinfo.nsw.gov.au> or  
<http://realtime.data.water.nsw.gov.au>

##### **Non-Routine Data Reporting**

Non Routine Data Reporting, shall be as per request by the Client, with the cost to be borne by the Client, charged at the normal hourly rate. The report would typically be based on the previous year.

#### **Payments**

DPI WATER shall invoice the Client annually in advance for payment of all services performed under this agreement.

Service Agreement

## Annexure II

Table 5. Lists of Sites with Performance Targets

Number	Site Number	Site Name	Data Collected	Number Visits	Telemetered	Redundancy	Rating Accuracy	Accuracy Data	Completeness Data	Archive Backlog Max Days	Site Owned By	Site Assets Managed by NOW	Hydrometric Coordinator
1	416021	Frazers Creek @ Westholme (Ashford)	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
2	416031	Macintyre River @ Ridgeland	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
3	416035	Middle Creek @ Ferndale	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
4	416056	Macintyre River @ Little Valley	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
5	416057	Macintyre River @ Elsmore Bridge	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
6	416058	Macintyre River @ Yetman	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
7	416059	Kings Creek @ Gred	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
8	416061	Paradise Creek @ Paradise Station	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
9	416062	Kings Creek @ Newstead North	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
10	416063	Macintyre River @ Wyoming	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
11	416064	Middle Creek @ Stannifer	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
12	416066	Macintyre River @ Riverstone	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
13	416068	Macintyre River @ Tintot	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson
14	416069	Frazers Creek @ Glenorchy	LR	2	Y	N	N/A	90%	95%	220	DPI Water	Y	Richard Wilkinson

## Codes descriptions

Code	Data collected
CT	Conductivity and Temperature
GQ	Gaugings and Ratings
L	Continuous water level
LCT	Level, Conductivity and Temperature
LF	Level and Flow
LFCT	Level, Flow Conductivity and Temperature
LFCTR	Level, Flow, Conductivity, Temp & Rain
LFCTUR	Level, Flow, Cond, Temp and Turbidity
LFCTUR	Level, Flow, Cond, Temp, Turbid & Rain
LFR	Level, Flow and Rainfall
LFT	Level Flow and Temperature
LR	Level and Rainfall
LT	Level and Temperature
LVF	Level, Velocity and Flow
LWR	Level, Weather and Rainfall
M	Manual water level readings only
MF	Manual Readings and Flow
R	Rainfall
T	Temperature
W	Weather
WR	Weather & Rain

Code	Redundancy type
T	Telemetry
S	Sensor
L	Logger
N	None
O	Other*

\*Other Redundancy Type to be defined in Agreement if supplied.

## APPENDIX 3

# *Opera in the Paddock*



OPERA NORTH WEST  
INVERELL SHIRE COUNCIL  
OPERA IN THE Paddock 2017

## OPERA IN THE Paddock

### T. INTRODUCTION

#### WHAT IS OPERA IN THE Paddock?

*Opera in the Paddock* is a major regional event that takes place on the private property "Mimosa", located approximately 25kms from Inverell.

Established in 2002, it has grown to become a major cultural attraction for the region.

The rural location offers a uniquely Australian experience and as such, attracts audiences from regional, interstate, metropolitan centers and overseas.

*Opera in the Paddock* engages a significant number of regional performers as well as national and internationally recognized artists. The Mimosa Orchestra has grown to include twenty-two players from across the region, all of whom who have had, or continue to have receive, professional orchestral and solo performance experience.



#### WHO RUNS IT?

*Opera in the Paddock* is presented by *Opera North West Ltd*, a regionally based company with a governing board, renowned for delivering high quality events in rural Australia.

Opera North West (ONW) is a non-profit organization with Deductible Gift Recipient and Tax Concession Charity status. As such, it does not profit from the events it delivers.

#### WHAT IS OPERA NORTH WEST'S CORE BUSINESS?

ONW's core business includes the production and provision of:

- an annual open-air classical music concert *Opera in the Paddock*, Delungra
- a series of concerts that tour throughout the north west region and coastal areas of NSW
- a series of masterclasses conducted by internationally renown artists
- audience development in regional and marginal locations of NSW
- paid employment opportunities for cultural workers living in the region
- professional development and educational opportunities for emerging regional performers, students and artists
- community engagement opportunities through volunteer positions
- community involvement and 'ownership' through an active 'Friends of Paddock Opera' group
- cultural relevance to the community it serves
- community capacity building through actively engaging local performers and community members by involving them in practical applications that they take back to their communities

## OPERA IN THE Paddock

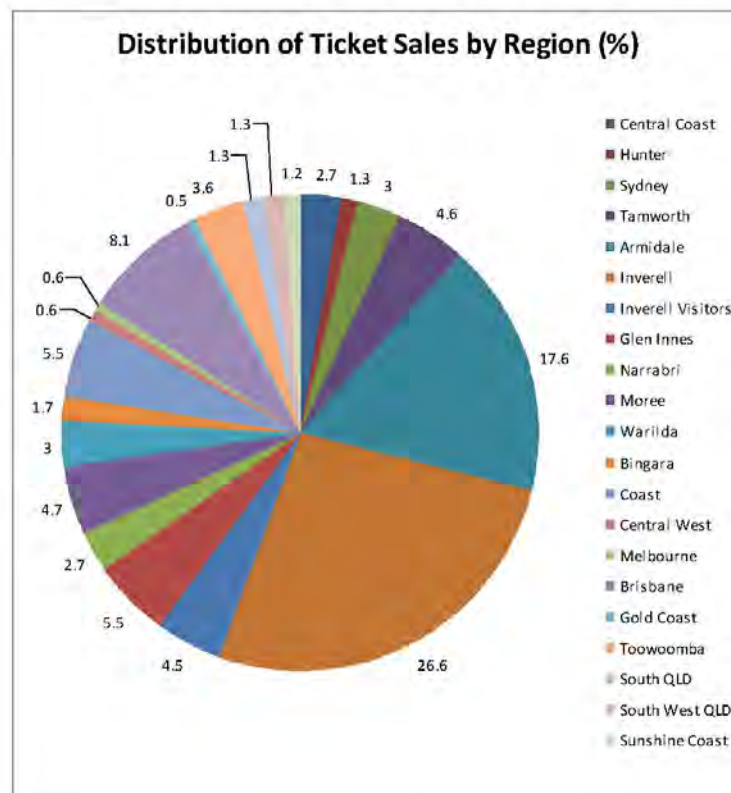
OPERA IN THE Paddock HAS ATTRACTED APPROXIMATELY  
**18,000**  
BETWEEN 2002 - 2016

### WHO ATTENDS?

AT ITS PEAK, OPERA IN THE Paddock HAS ATTRACTED  
18,000 TO ITS PERFORMANCES

In 2010, Opera North West commissioned a survey conducted by Southern Cross University. Approximately 10% of the audience members attending *Opera in the Paddock* were interviewed and the following conclusion was reached:

*Overall Opera in the Paddock continues to attract a substantial number of visitors, mainly and predictably from nearby towns. However significant numbers came from a considerable distance emphasizing the drawing power of the event. Most came by car, and many stayed overnight in Inverell, while also spending money there on accommodation, food and other goods. The event thus continues to be a valuable figurehead for cultural development in Inverell and is a significant boost to the local economy.*



## OPERA IN THE Paddock

### 2. OPERA IN THE Paddock 2016

#### ARMIDALE

By way of background, the concept of developing a relationship between *Opera in the Paddock* and Armidale began three years ago. Over the length of the discussions, the natural 'fit' between the event taking place in Armidale became apparent, with the partnership with UNE perfectly aligning with Opera North West's vision of expanding the geographical accessibility of the event while further promoting regional tourism.

#### LAZENBY HALL, FRIDAY 1<sup>ST</sup> APRIL 2016

The inaugural performance of *Opera in the Paddock* took place in Lazenby Hall on Friday 1<sup>st</sup> April. Over 350 people were mesmerized by the magical performance they experienced in the company of the Mayor, Herman Beyersdorf, among other distinguished guests.

To set the scene prior to the performance, patrons were invited to enjoy the balmy evening and spectacular surrounds of the gardens at Booloominbah. Champagne and canapes were served on the verandah to a limited number of guests who relished the opportunity to catch up with friends, complemented by the beautiful backdrop of the sun setting over the city of Armidale.



Mayor, Herman Beyersdorf (centre) with performers, Lazenby Hall, 2016

#### MIMOSA, DELUNGRA – SATURDAY 2<sup>ND</sup> APRIL 2016

The popular outdoor performance of *Opera in the Paddock* took place on Saturday 2<sup>nd</sup> April and was hailed as a triumph. Over 650 enjoyed the remarkable atmosphere of the paddock.

#### BENEFITS

ONW believes an additional performance in Armidale allows the opportunity to attract a greater geographical spread as well as providing the opportunity to attract wider audiences.

This not only enhances cultural development in the region, but has wide-reaching economic benefits. ONW contributes to the economic development of the region, particularly the towns of Delungra, Inverell and Armidale. Businesses that directly benefit as a result include: accommodation providers (hotels, motels, caravan parks, B + Bs), hospitality outlets, retail outlets and coach companies, among others.

## OPERA IN THE Paddock

### THE PERFORMANCE

*Opera from the Paddock* is a unique event in rural Australia.

Participation in the arts and cultural activity must embrace the needs and interests of diverse audiences from multiple regions. In order to break down the barriers preventing people from engaging with cultural activity, ONW strives to strike a balance in its programming.

The program for *Opera from the Paddock* includes a rewarding, high quality and imaginative range of less famous works, while interspersing well-known and much-loved "top ten" titles in its delivery of an accessible cultural experience that is relevant to a broad range of communities.

To ensure that the program caters to a wide range of tastes, a selection of titles from popular musicals such as *My Fair Lady*, *South Pacific*, *West Side Story*, *Phantom of the Opera* and *Fiddler in the Roof* are also included. The audience are invited to join in with these well-known pieces, which is often a highlight of the event.



## 4. MARKETING & PROMOTION

### ARMIDALE

The event in Armidale will see the geographical coastal regions targeted, from Gosford to the Gold Coast and north of Brisbane to the Sunshine Coast.

### INVERELL

The event in Inverell would see the geographical region of northern and north west NSW targeted from Moree through to Goondiwindi and Toowoomba in Queensland.

### COLLABORATIVE MARKETING & PROMOTION

Marketing and promotion will be facilitated using digital technology; to reach and engage with core supporters and new audiences. Platforms such as Facebook, Twitter as well as the company's website will be utilized to engage, inform and reach new audiences across regional communities.

An extensive television advertising campaign, will include commercials screened across the New England North West region, as well as coastal NSW from Newcastle to the Gold Coast.

### COLLABORATIVE MARKETING & PROMOTION

### OPERA IN THE Paddock

*Opera in the Paddock* will receive the support of the Inverell and Armidale Tourism Offices who will collaborate with ONW to promote the event. This will include the event being listed on relevant websites in annual event calendars, as well as through social media.

Coverage for the 2016 national marketing campaign for *Opera in the Paddock* is included below. Where possible, the 2017 campaign will follow this strategy, while increasing its social media presence.

MEDIA	
REGIONAL PRESS	Inverell Times, Border News, Moree Champion, Glen Innes Examiner, Bingara Advocate, Tamworth Times, Armidale Independent, Armidale Express, Tenterfield Star, Northern Daily Leader & Country Leader, North West Magazine, Tamworth City News, Port Macquarie News, Glen Innes Examiner, Namoi Valley Independent, Wyallda Standard, Goondiwindi Argus, Walcha News, Apsley Advocate, The Land, Queensland Country Life
STATE AND NATIONAL PRESS	Courier Mail, Sydney Morning Herald, The Daily Telegraph
TELEVISION	TVCs on NBN across the New England North West and mid-north Coast (Newcastle to the Gold Coast)
BILLBOARDS (2015)	3 prominently positioned billboards (2 situated on the New England Highway and 1 on the Gwydir Highway) with a 12 week campaign
RADIO	Radio advertisements on 2NZ + GEMFM, 2VM and NOWFM. Regional & national ABC FM, 4MBSFM (magazine & radio, Brisbane), commercial stations throughout the New England north west.  Interviews with Teddy Tahu Rhodes and Peta Blyth broadcast through ABC Tamworth, 2NZ, GEMFM, 2VM and NOWFM.  Ticket giveaways through 2NZ, GEMFM, 2VM and NOWFM.
REGIONAL MAGAZINES	Focus, Qantas Spirit Magazine
NATIONAL MAGAZINES	Limelight Magazine, Country Style, The Wanderer, NRMA Open Road, Seniors' Magazine
POSTERS + FLYERS	10,000 flyers distributed across northern NSW and southern Queensland, as well metropolitan distribution in Brisbane and Sydney through relevant music venues. 450 posters printed and displayed as above
WEBSITE	Updated information including all aspects of the event, including bookings
SOCIAL MEDIA + ELECTRONIC BULLETINS	Facebook and Twitter Extensive e-mail campaign targeting specific groups using Mailchimp

## OPERA IN THE Paddock

### 5. HOW IS OPERA IN THE Paddock RECOGNISED?

#### DESTINATION NSW

*Opera in the Paddock* is recognised by Destination NSW as a major regional event and as such is firmly established as an integral part of cultural infrastructure for NSW.

Destination NSW is the lead government agency for the NSW tourism and major events sectors. Its role is to market Sydney and NSW as one of the world's premier tourism and major events destinations; to secure major sporting and cultural events; to develop and deliver initiatives that will drive visitor growth throughout the State; and to achieve the NSW Government's goal of doubling expenditure within the State's visitor economy by 2020.

#### ARTS NSW

For the 2016 event, Opera North West gained funding through Arts and Cultural Projects from Arts NSW. The grant assisted with the delivery of the Opera North West program for 2016 which included a regional concert series, masterclasses, workshops and a new collaborative venture with ONW and University of Newcastle Music Department.

#### OPERA AUSTRALIA

The relationship formed with the country's leading opera company, Opera Australia (OA), provides access to creative resources and expertise. OA's support ranges from the provision of the company's finest singers and leading conductors, as well as resources such as costumes and scores.

The Artistic Director of Opera Australia, Lyndon Terracini has noted that "It is, and has been our privilege, to support Peta Blyth and Opera North West in bringing fine performances that enrich the cultural life of regional Australia."

This expertise is invaluable and inspires ONW in further forging relationships and strengthening partnerships.

*"It is, and has been our privilege, to support Peta Blyth and Opera North West in bringing fine performances that enrich the cultural life of regional Australia."*

*Lyndon Terracini  
Artistic Director  
Opera Australia  
March 2012*

### 6. WHAT ARE THE BENEFITS TO THE COMMUNITY?

#### COMMUNITY ENGAGEMENT AND CAPACITY BUILDING

ONW is committed to nurturing the cultural development of regional artists, providing them with the infrastructure under which they can perform professionally - a concept that is unique to the area. Workshops and educational opportunities are undertaken by experienced professionals equally committed to the development of young and emerging local performers.

ONW relies of the consistent and invaluable contribution of large numbers of volunteers from a broad community base to run its annual program. This contribution provides important social outcomes for the individuals involved.

So committed are the volunteers, that a 'Friends of Paddock Opera' has been formed which further strengthens community engagement and ownership of the company, as well as providing practical assistance.

These community members gain a range of skills through their participation in *Opera in the Paddock* through assisting with the set-up and running of the performance.

## OPERA IN THE Paddock

### EMPLOYMENT OF ARTISTS AND CULTURAL WORKERS

ONW is committed to providing opportunities to regional performers, volunteers and key stakeholders.

One of the benefits that the event brings to the community is the opportunity to provide:

- Employment
- Professional development
- Networking opportunities

For over a decade, ONW has offered paid employment opportunities to a range of local artists and cultural practitioners. This has included paying:

- singers
- conductors
- musicians
- part-time Administrative Assistant
- part-time Marketing Manager
- part-time Development Manager

The capacity to offer employment is significant as the availability of paid employment for artists in remote regional areas is often difficult, if not impossible, to secure.

### PROFESSIONAL DEVELOPMENT OF ARTISTS AND CULTURAL WORKERS

As a core element of the company, ONW has a well-established track record of education building and engaging young people through performance opportunities, as well as a continually evolving, highly flexible schedule of creative workshops.

These opportunities are greatly valued and highly sought after by local and emerging artists as they are rarely available in the region.

### EDUCATIONAL OPPORTUNITIES

ONW holds an annual program of workshops as part of its wider activities. In 2011 didgeridoo player Ben Lange was engaged to perform at Opera in the Paddock. Subsequently, Ben provided workshops for indigenous students in schools at Tingha and Inverell which were highly sought after and successful.



Opera in the Paddock also incorporates the following factors that are pivotal in building long-term sustainability for arts and creativity in rural communities:

- appreciation of local culture, local people, assets and characteristics
- enthusiastic local leadership, positive attitudes, local entrepreneurship and investment
- a focus on retaining young people through employment, recreational, and educational initiatives.

## OPERA IN THE Paddock

### EDUCATIONAL OPPORTUNITIES CONT.

In 2006, Regional Arts Australia embarked on the most extensive consultation ever undertaken in Australia. Some of its conclusions included:  
Regional communities are strongly optimistic that arts and cultural development are having a significant impact on the ability of communities to cope with the changing face of regional Australia, and the long-term resilience of regional communities to work together for a positive future.

### STRING MASTERCLASS 2016

Jennifer Nickson, Deputy Leader Royal Opera House Covent Garden, London conducted a string masterclass in Armidale in late August 2016 for string players in the New England North West region. This provided a rare opportunity, supported by ONW, to work with a player of Jennifer's calibre and experience.

### CULTURAL TOURISM

Through the development of programs that respond to the culture of place, *Opera in the Paddock* is an avenue which provides opportunities to share distinct local experiences.

As an attraction to visitors from metropolitan areas, *Opera in the Paddock* creates a valued interaction between rural and metropolitan residents.

The association with Opera Australia provides a coveted collaboration between a Sydney based institution and regional company that provides reciprocal cultural benefits.



**OPERA IN THE Paddock****7. TESTIMONIALS****WHAT WAS THE BEST PART ABOUT OPERA IN THE Paddock?**

"Absolutely fantastic, brilliant and magnificent - there aren't enough adjectives to describe it!"

"Again you excelled and all the people we have spoken to said it was just THE BEST!"

"I feel privileged to hear a lot of wonderful music in Sydney, either at the Opera House or City Recital Hall, BUT last weekend was a notch above."

Ros Tindale (Roselle, Sydney)

"We very much appreciate it, and will continue to come and tell our friends about it."

"Like nothing else I've ever seen before."

"We look forward to 2017!"

"Everything. The quality of the singers year after year and the orchestra, the crowd in the paddock, kookaburras and cockatoos – even the flies (including the incident of one fly in particular) and of course, seeing the creator Peta and appreciating what she's doing for young musicians and tourism to the area."

"It's the type of event that could really be advertised more and internationally – it's one of those iconic events to us as we drive from Sydney each of our 6 years – it brings together the quality, professionalism, authenticity and quirkiness Australia is known for. (Though admittedly we also love that there are so many locals so there's a feeling of connectedness.)"

"It is obvious that so much work and love goes into the Opera each year."



"I just loved it and so did all our group who came from Narrabri. Thanks to everyone, and hopefully, it may happen again."

"Opera in the Paddock certainly had the "wow" factor! We will be back!"

## OPERA IN THE Paddock

### B. SUPPORT

#### WHAT IS OPERA NORTH WEST ASKING FROM THE INVERELL SHIRE COUNCIL?

##### FINANCIAL CONTRIBUTION - \$10,000

Inverell Shire Council's support would assist with the presentation of *Opera in the Paddock* at Mimosa, Delungra on the 25<sup>th</sup> March 2017.

#### HOW WOULD THE INVERELL SHIRE COUNCIL BENEFIT?

Inverell Shire Council's support would entail:

- ISC's logo on *Opera from the Paddock* website with hyperlink promoting ISC
- ISC's logo on all printed material including 10,000 brochures, 300 posters, 1,000 programs with acknowledgement as Local Government Partner
- ISC's logo included in television advertising throughout the region and coastal NSW (Newcastle to the Gold Coast ) with NBN Television in January, February, March 2017
- Pre-event media announcement
- Combined advertising in the media – television, radio and print
- ISC's banners on display at Mimosa
- Six complimentary tickets to performance in the paddock
- Invitation to pre-performance drinks providing the opportunity for corporate networking
- Opportunity to meet the artists following the performance

**Destination  
NSW****2016 OPERA IN THE Paddock  
SUMMARY OF SURVEY RESULTS**

As part of the evaluation of Opera in the Paddock held in Armidale on the 1<sup>st</sup> of April and Inverell on the 2<sup>nd</sup> of April, a post-event online survey was sent to the ticketing database.

A total of **213** online surveys were completed. All fully completed online surveys went into the draw to win an embroidered 'Opera in the Paddock' Derwent Blanket made by Waverley Woollen Mills.

**NOTE:**

These results reflect (ONLY) an analysis of questions answered by those who responded to the survey. This is NOT an indication of the final number or proportion of main reason attendees <sup>(1)</sup> who attended or otherwise participated in the event.

These results can only be used as a snapshot of surveyed attendee demographic profile.

(1) Main Reason Attendees are those for whom the event was one of the main reasons for their travel to NSW or attending the event was one of the main reasons they extended their stay in NSW.



## Contents

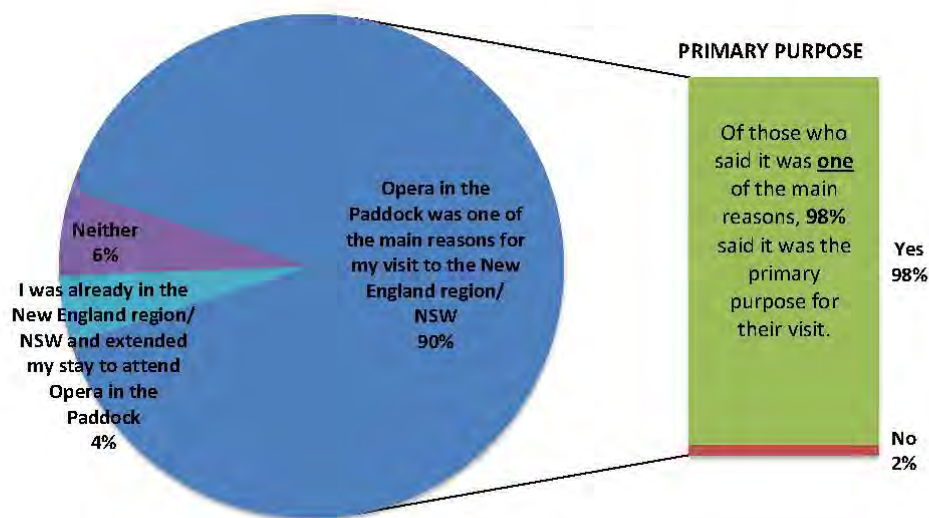
2016 OPERA IN THE Paddock: Attendance.....	3
2016 OPERA IN THE Paddock: Awareness .....	4
2016 OPERA IN THE Paddock: Event Feedback .....	5
2016 OPERA IN THE Paddock: Community Impact.....	7
2016 OPERA IN THE Paddock: Accommodation.....	8
2016 OPERA IN THE Paddock: Demographics .....	9



## SUMMARY OF ONLINE SURVEY RESULTS

- The graph below indicates the proportion of non-New England region respondents who indicated that Opera in the Paddock was a main reason for their visit to the New England region/ NSW.
- 90% of online respondents indicated that one of the main reasons they were in the New England region/ NSW was to attend Opera in the Paddock.
- Of those, 98% indicated it was the primary purpose for their visit to the New England region/ NSW.

### Main reason and primary purpose of visit (non-New England region respondents)



2016 Opera in the Paddock online survey

*n=90; non-New England region respondents only*

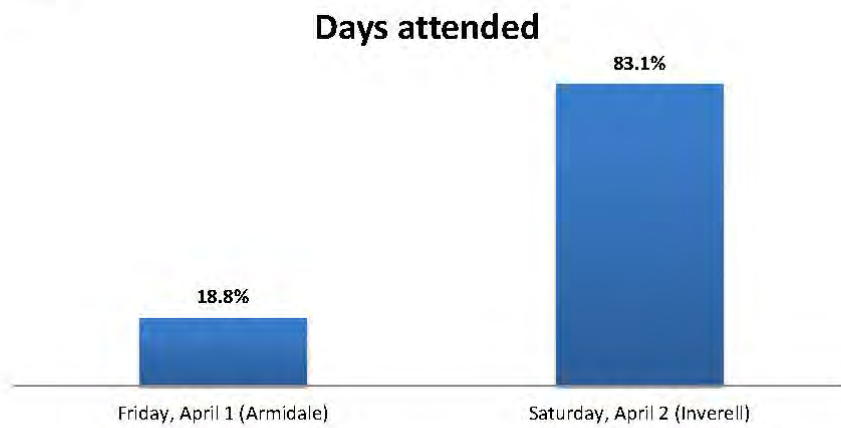
Overall, 37% of all face-to-face respondents were ex-New England region and indicated that Opera in the Paddock was the *primary* purpose for their visit to the New England region.



## SUMMARY OF ONLINE SURVEY RESULTS

2016 OPERA IN THE Paddock: Attendance

- 83% of online respondents indicated they attended the event in Inverell on *Saturday 2<sup>nd</sup> April*.



2016 Opera in the Paddock online survey

n=213; multiple-response question

Q: "Which performance/s of Opera in the Paddock did you attend?"

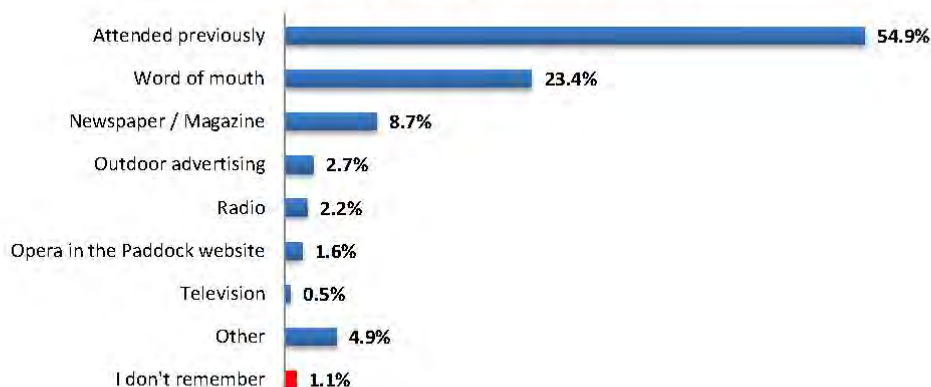


## SUMMARY OF ONLINE SURVEY RESULTS

2016 OPERA IN THE PADDOCK: Awareness

- 55% of online respondents indicated they first found out about Opera in the Paddock 2016 because they had *attended previously*.

## Primary source of awareness



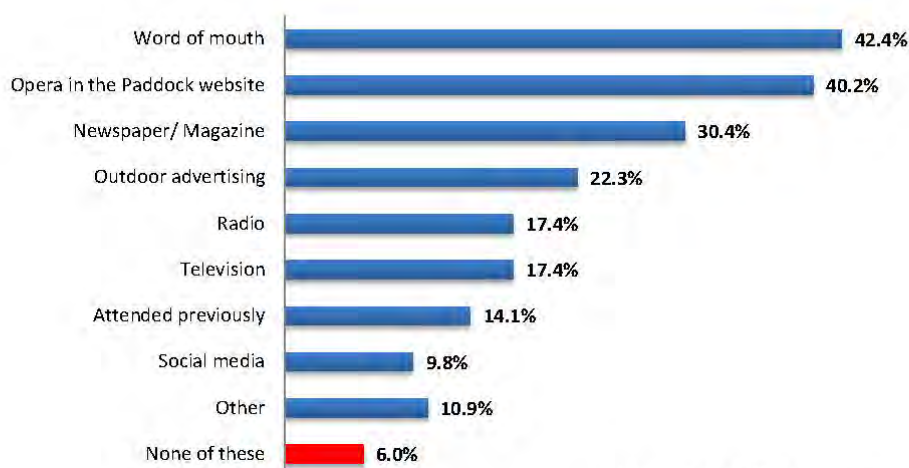
2016 Opera in the Paddock online survey

n=184

Q: "How did you first find out about Opera in the Paddock?"

- Other common sources of awareness included *word of mouth* (42%), followed by the *Opera in the Paddock website* (40%) and *newspaper/magazine* (30%).

## Secondary sources of awareness



2016 Opera in the Paddock online survey

n=147; multiple-response question

Q: "Through which of the following did you hear/see information about Opera in the Paddock?"

## SUMMARY OF ONLINE SURVEY RESULTS

2016 OPERA IN THE Paddock: Event Feedback

- 99% of online respondents rated their experience at Opera in the Paddock as *good* or *very good*.

## Event experience

■ Poor ■ Good ■ Very good



2016 Opera in the Paddock online survey

n=184

Q: "How would you rate your experience at Opera in the Paddock?"

- 98% of online respondents *agreed* or *strongly agreed* that they would encourage family and friends to attend Opera in the Paddock.

## Event advocacy

■ Strongly Disagree ■ Neutral ■ Agree ■ Strongly Agree



2016 Opera in the Paddock online survey

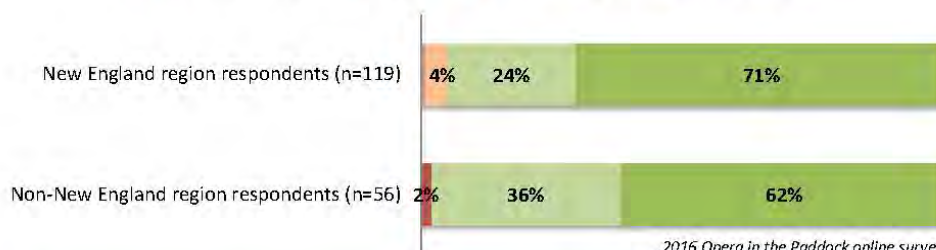
n=177

Q: "I would encourage family and friends to come to Opera in the Paddock."

- 95% of New England respondents and 98% of non-New England respondents *agreed* or *strongly agreed* that they would recommend the New England region as a destination for a holiday or short break to family and friends.

## Location advocacy

■ Strongly Disagree ■ Disagree ■ Neutral ■ Agree ■ Strongly Agree



2016 Opera in the Paddock online survey

Q: "I would recommend the New England region as a destination for a holiday or short break to family and friends."



## SUMMARY OF ONLINE SURVEY RESULTS

When respondents were asked to describe the event in one word, popular responses included *fantastic*, *wonderful*, *excellent* and *fabulous*.



2016 Opera in the Paddock online survey

n=184; open-ended question

Q: "Please describe Opera in the Paddock in one word."

{Image generated from Tagul.com}

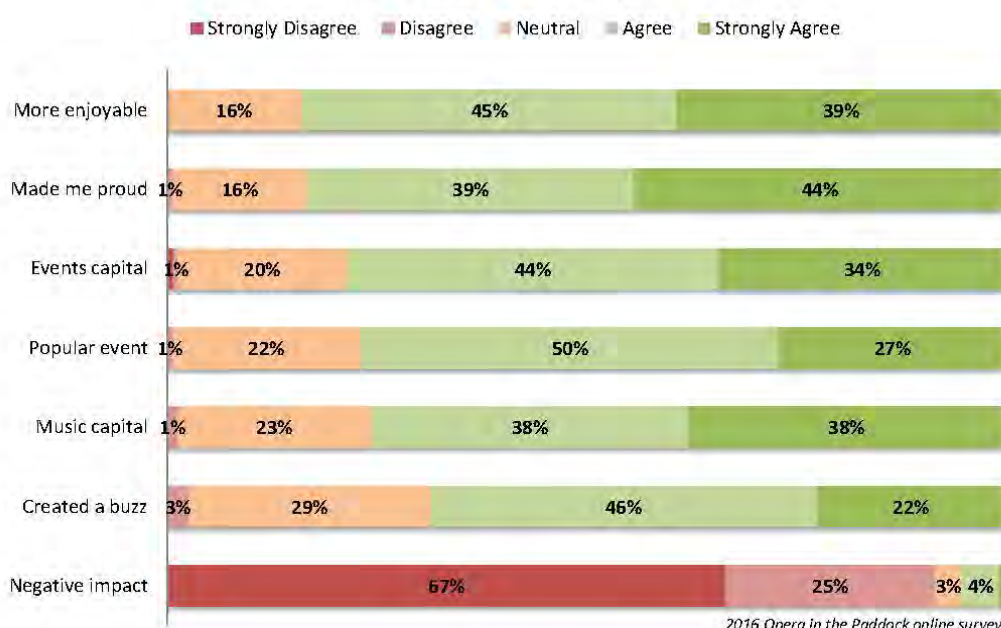


## SUMMARY OF ONLINE SURVEY RESULTS

2016 OPERA IN THE Paddock: Community Impact

- 84% of online NSW respondents *agreed or strongly agreed* that the event made the New England region/ NSW a more enjoyable place to live.
- 83% of online NSW respondents *agreed or strongly agreed* that Opera in the Paddock made them proud to be from New England/ NSW.
- 78% of online NSW respondents *agreed or strongly agreed* that the event enhanced New England's / NSW's reputation as an events capital.

## Community impact



n=156; NSW respondents only

## KEY:

Opera in the Paddock made the New England region/ NSW a more enjoyable place to live.

Opera in the Paddock made me proud to be from the New England region/ NSW.

Opera in the Paddock enhanced New England's/ NSW's reputation as an events capital.

Opera in the Paddock was a popular event and positively embraced by the wider New England region/ NSW population.

Opera in the Paddock enhanced New England's/ NSW's reputation as a music capital.

Opera in the Paddock created a buzz around the region.

Opera in the Paddock had a negative impact (e.g. traffic congestion, noise pollution) upon residents in surrounding areas.

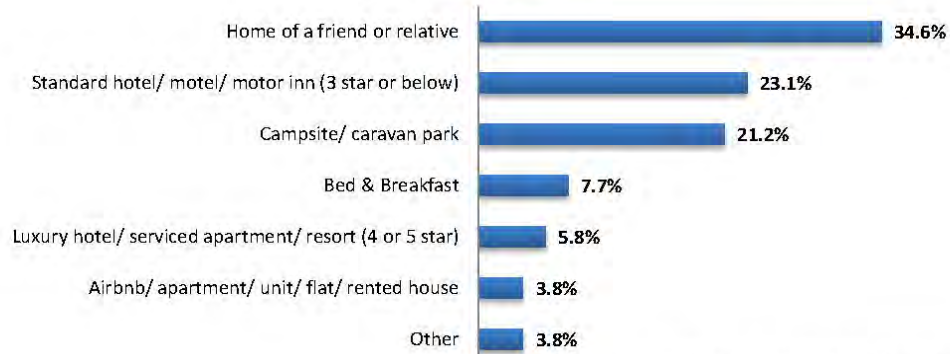


## SUMMARY OF ONLINE SURVEY RESULTS

### 2016 OPERA IN THE Paddock: Accommodation

- 35% of non-New England online respondents indicated they stayed at the *home of a friend or relative*.

#### Accommodation



2016 Opera in the Paddock online survey

*n=52; non-New England region respondents only*  
Q: "What type of accommodation did you stay in?"



## SUMMARY OF ONLINE SURVEY RESULTS

### 2016 OPERA IN THE Paddock: Demographics

**Note** - this is the origin of online respondents and does not indicate if Opera in the Paddock was a main reason for their visit to the New England region/ NSW.

- 62% of online respondents were from the *New England region*.
- 22% of online respondents were from *other parts of NSW*, of whom 47% were from the *North Coast region*.
- 16% of online respondents came from *Interstate*, of whom 97% were from *Queensland*.

## New England region



## Other NSW



## Interstate



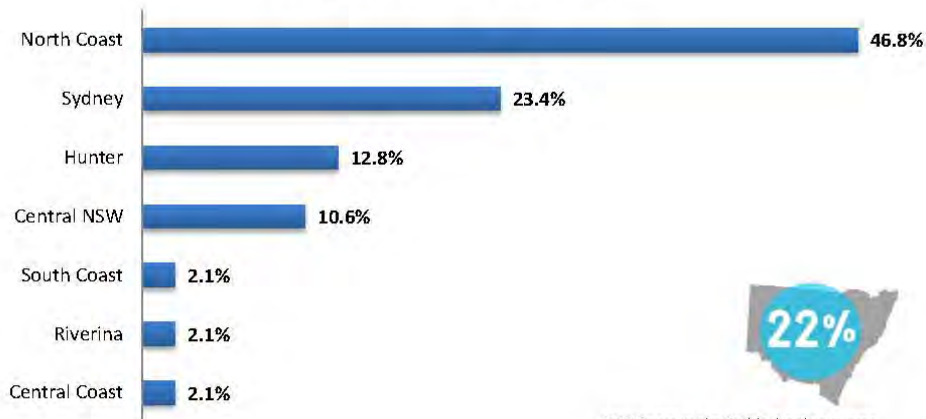
2016 Opera in the Paddock online survey

n=213



## SUMMARY OF ONLINE SURVEY RESULTS

## Origin - Other NSW split



2016 Opera in the Paddock online survey

n=47; Other NSW respondents only

## Origin - Interstate split

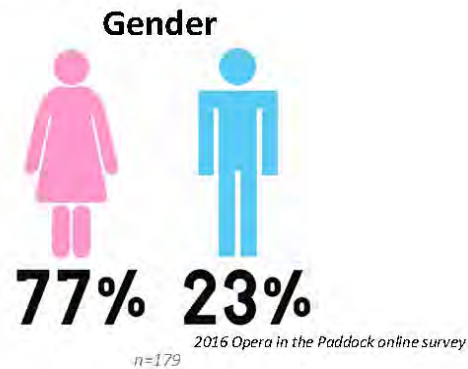


2016 Opera in the Paddock online survey

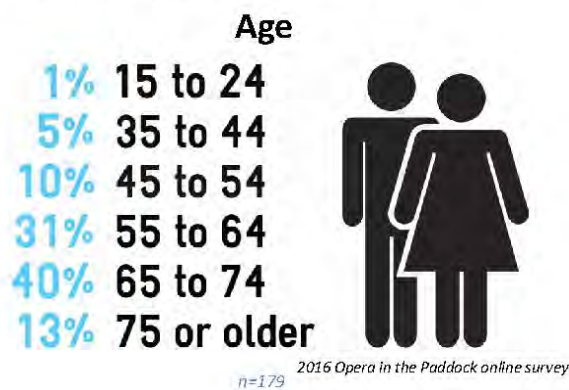
n=33; Interstate respondents only

## SUMMARY OF ONLINE SURVEY RESULTS

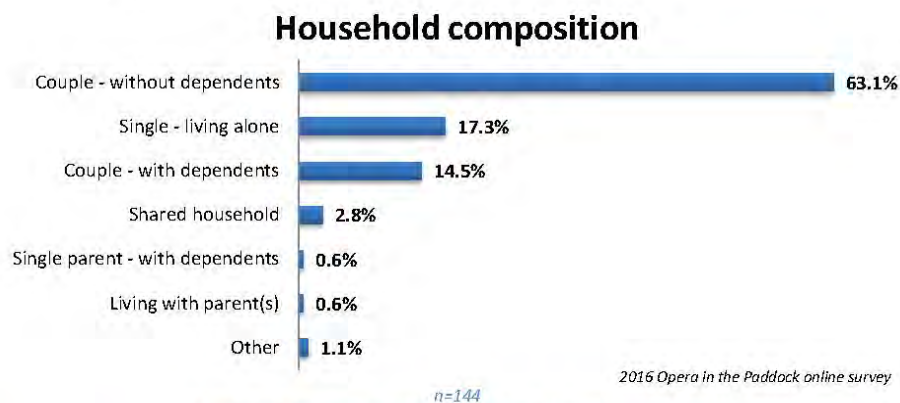
- 77% of online respondents were *female*.



- 84% of online respondents were aged *55 years or over*.



- 63% of online respondents selected *couple without dependents* as their household composition.

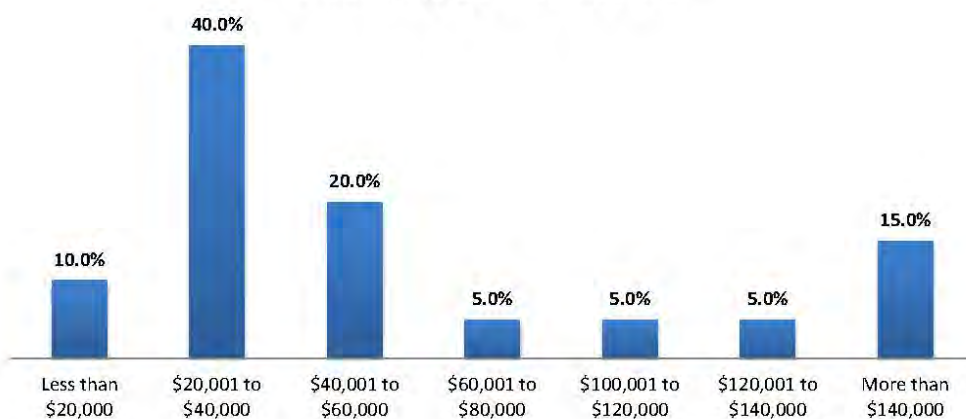


Q: "Which of the following best describes your household composition?"

## SUMMARY OF ONLINE SURVEY RESULTS

- 40% of the online respondents who live alone or in a shared household indicated that their current annual personal income before tax falls within the range of \$20,001 to \$40,000.

### Annual personal income



*2016 Opera in the Paddock online survey*

*n=20; Shared household, Single living alone and Other only*

*Q: "In which range does your current annual personal income (before tax) fall?"*

*\*note: small sample size*

- 18% of online respondents who are couples with/without dependents, single parents or living with their parents indicated that their annual household income before tax falls within the range of \$80,001 to \$100,000.

### Annual household income



*2016 Opera in the Paddock online survey*

*n=95; Couple with/without dependents, Single parent with dependents and Living with parents only*

*Q: "In which range does your current annual household income (before tax) fall?"*



*Opera* North West Ltd *presenting*

*Opera*  
IN THE Paddock  
CONCERTS & EVENTS

Paul Henry  
General Manager  
Inverell Shire Council  
PO Box 138  
INVERELL NSW 2360  
October 4, 2016

Dear Paul,

I am writing to request the support of the Inverell Shire Council for *Opera in the Paddock 2017*.

The date for next year's event is March 25 at "Mimosa" and Opera North West (ONW) is well underway with plans for the event. A concert in Lazenby Hall, UNE Armidale is proposed for March 24. This follows on from the successful debut of *Opera in the Paddock* in Armidale last year.

As you may be aware, UNE has long recognised *Opera in the Paddock* as one of the most significant and standout cultural events in the New England North West region. With this in mind, ONW was approached by UNE to host *Opera in the Paddock* on its campus. The partnership with UNE perfectly aligns with ONW's vision of expanding the geographical accessibility of the event and further promoting regional tourism.

Undoubtedly, the jewel in the crown for which the event is renowned, is the performance in the paddock at Mimosa. The rural location offers a uniquely Australian experience and as such, attracts audiences across the region, as well as interstate, metropolitan centres and overseas.

Destination NSW once again supports the event through the third and final year of triennial funding to employ Marketing Personnel. DNSW have recommended Ms Amanda Smith, former Marketing Manager with Opera Australia, who comes with a wealth of experience in marketing, specifically opera and events. Amanda will coordinate local staff in the office. This is an exciting new development.

In order to successfully deliver the event in 2017, ONW requests a financial contribution from the Inverell Shire Council of \$10,000. The funds will contribute to the actual marketing of the event. As you are aware, Inverell features prominently in all of the marketing collateral for the event, including print and social media, television and radio coverage, billboards, posters, flyers and mailouts. This includes the extensive promotion of Inverell through regional and national coverage, as well as into the metropolitan markets of Sydney and Brisbane.

*Opera in the Paddock*, now in its fourteenth year provides the following positive and unique outcomes for the Shire and the wider community of Inverell:

- direct economic development through visitation
- development of cultural tourism
- social inclusion and engagement
- educational initiatives
- health and well-being opportunities
- community capacity building

The economic impact of the event has been well documented. Over the course of the event, *Opera in the Paddock* has attracted 18,000, many of whom travel considerable distances to attend. In accordance with data compiled by *Destination NSW: Travel to Regional NSW, Year ended March 2016 - For the period of April 2015 to March 2016*, the average spend for domestic overnight visitors is \$141, while the average spend for domestic daytrip visitors is \$109.\*

2/

In 2010, Opera North West commissioned a survey conducted by Southern Cross University. Approximately 10% of the audience members attending *Opera in the Paddock* were interviewed and the following conclusion was reached:

*Overall Opera in the Paddock continues to attract a substantial number of visitors, mainly and predictably from nearby towns. However significant numbers came from a considerable distance emphasizing the drawing power of the event. Most came by car, and many stayed overnight in Inverell, while also spending money there on accommodation, food and other goods. The event thus continues to be a valuable figurehead for cultural development in Inverell and is a significant boost to the local economy.*

Based on the above, we are confident that the event has a significant impact on and brings a range of benefits to the Inverell Shire. In order to continue to successfully deliver the desired outcomes, we ask that the Council supports this unique event.

I would welcome the opportunity to present for the Council in the near future and will await your advice.

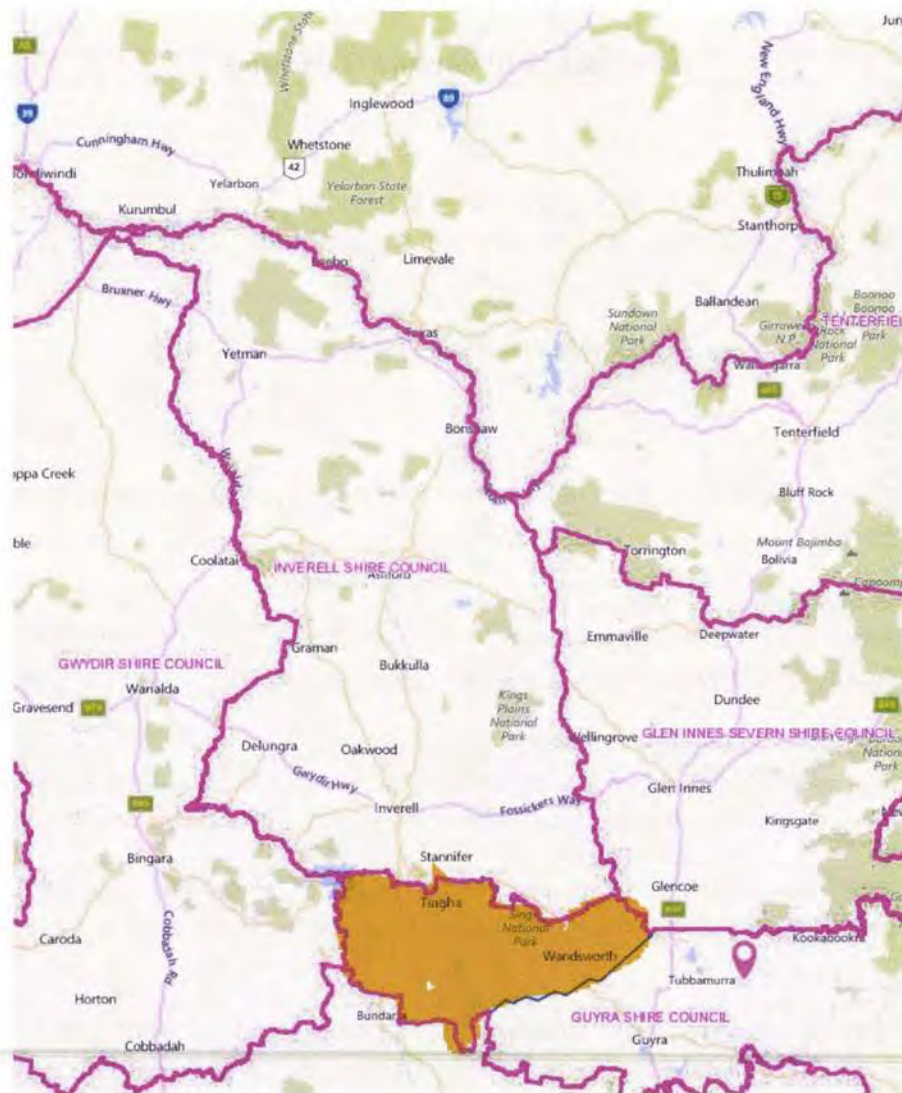
Yours sincerely,

Peta Blyth OAM

Artistic Director

## APPENDIX 4

Shire of Inverell with Tingha District Added



IMPORTANT: This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground. This information has been prepared for internal purposes and for no other purpose. No statement is made about the accuracy or suitability of the information for use for any purpose.

SHADED AREA INDICATES THE TINGHA REGION TCAI ARE ASKING TO BE ACCEPTED INTO THE INVERELL SHIRE. THE MAP IS DISCRETIONAL ONLY; THE FINAL DECISION WILL BE FROM THE NSW BOUNDARIES COMMISSION.

## APPENDIX 5

## What are the proposed boundaries?

The proposed map below is based on the final boundary criteria and feedback to date. This is designed to be a basis for further discussion and consideration.



## Have your say

All councils in regional and rural NSW are invited to provide feedback on the proposed map of JO boundaries by 5pm on Thursday 27 October 2016 via email to [jointorganisations@olg.nsw.gov.au](mailto:jointorganisations@olg.nsw.gov.au).

A decision on boundaries will then be made and the final members of each JO announced. It is intended that each JO will be proclaimed under the *Local Government Act 1993* to begin operation in early 2017.

## Further information

Please contact the Joint Organisations Team at the Office of Local Government on 02 4428 4100 or via email at [jointorganisations@olg.nsw.gov.au](mailto:jointorganisations@olg.nsw.gov.au).

**TO ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING 12/10/2016**

<b>ITEM NO:</b>	1.	<b>FILE NO:</b> S8.2.3/08
<b>DESTINATION 2:</b>	A community that is healthy, educated and sustainable	<b>C</b>
<b>SUBJECT:</b>	<b>TAKE CHARGE YOUR FUTURE IS IN YOUR HANDS BY GRAHAM HYMAN PRESENTED BY INVERELL SHIRE COUNCIL</b>	
<b>PREPARED BY:</b>	Peter Caddey, Manager Tourism and Marketing	

**SUMMARY:**

On Thursday, 28 July, 2016 Inverell Shire Council presented guest speaker Mr Graham Hyman with his youth motivational talk "Take charge YOUR future is in YOUR hands". Councillors are being asked to receive and note the report.

**COMMENTARY:**

On Thursday, 28 July, 2016 Inverell Shire Council presented guest speaker Mr Graham Hyman with his youth motivational talk "Take charge YOUR future is in YOUR hands" for the benefit of both students and members of the public.

Multiple keynote presentations were held in the Inverell Town Hall where students and the general community were invited to attend free of charge.

The event saw over 600 students attend throughout the day and over 10 members of the general public. Overall a great response was received from schools within the Inverell Shire and district.

Mr Graham Hyman was selected for the event after a recommendation by Inverell High School. Graham has worked with teenagers for over 40 years and is considered to be one of the foremost Australian authorities on understanding, reaching and teaching adolescents.

Graham is one of Australia's most widely used inspirational speakers in schools. Each year he makes over 300 presentations to students, parents and teachers in around 100 state and independent schools nationally and overseas.

He is one of the few speakers who is equally engaging with both adolescents and adults and has an amazing talent of wrapping profound and useful content in incredibly entertaining packages.

His presentation "Take charge YOUR future is in YOUR hands" was both engaging and motivating for all those who attended. He provided real life relatable examples and ideas on changes you can make to get the best overall results for yourself and your future.

The presentation featured stories from Graham's own life experience and how he created opportunities to build the career of his dreams and illustrate how anyone can do the same.

Highlighted topics included time management, sacrifice, self belief, achieving goals, motivation, setting goals, being a valuable member of the community, effort, persistence and success. The principles of maximisation and compensation and a range of thought processes to help ensure you are the best 'you' can be.

As inspiration cannot be sustained without motivation, Graham provided each of the schools and students with supplementary material on his talk, guides, advice and support.

Overall, the event was a huge success with students and community members gaining valuable insights into the important skills necessary for success at school, with further learning and life in general.

A number of the schools involved have indicated their continued support and wished to thank Council for providing this valuable service to the community.

**RECOMMENDATION:**

*That the items contained in the Information Reports to the Economic & Community Sustainability Committee Meeting held on Wednesday, 12 October, 2016, be received and noted.*

**TO ECONOMIC & COMMUNITY SUSTAINABILITY COMMITTEE MEETING 12/10/2016**

<b>ITEM NO:</b>	1.	<b>FILE NO:</b> S12.12.2/09
<b>DESTINATION 5:</b>	The communities are served by sustainable services and infrastructure	<b>S</b>
<b>SUBJECT:</b>	<b>GOVERNANCE - MONTHLY INVESTMENT REPORT</b>	
<b>PREPARED BY:</b>	Paul Pay, Manager Financial Services	

**SUMMARY:**

To report the balance of investments held as at 30 September, 2016.

**COMMENTARY:**

Contained within this report are the following items that highlight Council's Investment Portfolio performance for the month to 30 September, 2016 and an update of the investment environment:

- (a) Council's investments as at 30 September, 2016.
- (b) Council Investments by Fund as at 30 September, 2016.
- (c) Interest – Budgeted vs Actual.
- (d) Investment Portfolio Performance.
- (e) Investment Commentary.
- (f) Certification – Responsible Accounting Officer.

**A) Council Investments as at 30 September, 2016.**

<b>Term Deposit Investment Group</b>										
<i>Investment No.</i>	<i>Borrower</i>	<i>FUND</i>	<i>Rating</i>	<i>Risk Rating</i>	<i>Purchase Date</i>	<i>Maturity Date</i>	<i>Current Yield</i>	<i>Principal Value</i>	<i>Current value</i>	<i>Term (days)</i>
16/37	St George Bank	General	A1+	1	08-Apr-16	07-Oct-16	3.12%	2,000,000	2,000,000	182
16/38	St George Bank	General	A1+	1	08-Apr-16	07-Oct-16	3.12%	2,000,000	2,000,000	182
16/45	CBA	General	A1+	1	16-May-16	13-Oct-16	2.70%	1,000,000	1,000,000	150
16/40	National Australia Bank	General	A1+	1	15-Apr-16	14-Oct-16	3.11%	1,000,000	1,000,000	182
16/44	St George Bank	General	A1+	1	16-Apr-16	16-Oct-16	3.00%	1,000,000	1,000,000	183
16/41	CBA	Sewer	A1+	1	19-Apr-16	19-Oct-16	3.00%	2,000,000	2,000,000	183
16/42	Suncorp	General	A1+	1	28-Apr-16	25-Oct-16	3.10%	2,000,000	2,000,000	180
16/39	National Australia Bank	General	A1+	1	15-Apr-16	15-Nov-16	3.11%	2,000,000	2,000,000	214
16/46	CBA	General	A1+	1	19-May-16	18-Nov-16	2.72%	1,000,000	1,000,000	183
17/14	Bank West	General	A1+	1	28-Apr-16	26-Sep-16	2.95%	2,000,000	2,000,000	151
17/10	St George Bank	Water	A1+	1	01-Sep-16	01-Dec-16	2.80%	1,000,000	1,000,000	91
16/47	National Australia Bank	General	A1+	1	02-Jun-16	02-Dec-16	2.98%	2,000,000	2,000,000	183
15/19	CBA	General	A1+	1	11-Dec-14	11-Dec-16	3.80%	1,000,000	1,000,000	732
16/48	Suncorp	General	A1+	1	14-Jun-16	14-Dec-16	3.00%	1,000,000	1,000,000	183
16/49	National Australia Bank	General	A1+	1	14-Jun-16	14-Dec-16	2.97%	2,000,000	2,000,000	183
16/50	Community Mutual	Water	NR	3	14-Jun-16	14-Dec-16	3.00%	2,000,000	2,000,000	183
14/22	Westpac	General	A1+	1	17-Dec-13	16-Dec-16	4.31%	2,000,000	2,000,000	1095
17/09	St George Bank	General	A1+	1	01-Sep-16	02-Jan-17	2.80%	1,000,000	1,000,000	123
17/01	National Australia Bank	General	A1+	1	11-Jul-16	09-Jan-16	2.94%	1,000,000	1,000,000	182
17/04	National Australia Bank	Water	A1+	1	12-Aug-16	09-Jan-17	2.74%	1,000,000	1,000,000	150
17/02	Bank West	Sewer	A1+	1	21-Jul-16	17-Jan-17	2.70%	2,000,000	2,000,000	180
17/03	St George Bank	General	A1+	1	22-Jul-16	17-Jan-17	2.80%	2,000,000	2,000,000	179
17-Dec	National Australia Bank	Sewer	A1+	1	17-Sep-16	17-Feb-17	2.64%	2,000,000	2,000,000	153
17/05	AMP BANK	General	A1	2	01-Sep-16	30-Mar-17	2.95%	2,000,000	2,000,000	210
17/06	AMP BANK	General	A1	2	01-Sep-16	30-Mar-17	2.95%	1,000,000	1,000,000	210
17/07	AMP BANK	Water	A1	2	01-Sep-16	30-Mar-17	2.95%	1,000,000	1,000,000	210
17/08	AMP BANK	General	A1	2	01-Sep-16	30-Mar-17	2.95%	1,000,000	1,000,000	210
17/11	National Australia Bank	General	A1+	1	16-Sep-16	14-Apr-17	2.65%	1,000,000	1,000,000	210
17/15	Suncorp	General	A1+	1	27-Sep-16	27-Apr-17	2.55%	1,000,000	1,000,000	212
17/16	Suncorp	General	A1+	1	27-Sep-16	27-Apr-17	2.55%	1,000,000	1,000,000	212
15/01	CBA	General	A1+	1	15-Jul-14	15-Jul-17	4.05%	1,000,000	1,000,000	1095
15/02	CBA	General	A1+	1	15-Jul-14	15-Jul-17	4.05%	1,000,000	1,000,000	1095
15/03	CBA	General	A1+	1	15-Jul-14	15-Jul-17	4.05%	1,000,000	1,000,000	1095
15/09	CBA	General	A1+	1	01-Sep-14	01-Sep-17	3.90%	1,000,000	1,000,000	1096
17/17	National Australia Bank	Water	A1+	1	27-Sep-16	27-Sep-17	2.70%	1,000,000	1,000,000	365
17/13	CBA	General	A1+	1	17-Sep-16	17-Sep-17	3.00%	1,000,000	1,000,000	365
15/10	Bank of Queensland	General	A1	2	02-Sep-14	03-Sep-18	4.10%	1,000,000	1,000,000	1462
<b>Sub Total - Term Deposit Investment Group</b>								<b>TOTALS</b>	<b>51,000,000</b>	<b>51,000,000</b>

Cash Deposits Accounts Investment Group										
As at Date	Borrower	FUND	Rating	Risk Rating	Purchase Date	Maturity Date	Current Yield	Principal Value	Current value	
30/9/16	National Australia Bank (Cash Maximiser)	General	A1+	1			1.75%	1,000,000	1,000,000	
Sub Total - Cash Deposits Accounts Investment Group								1,000,000	1,000,000	
Floating Rate Notes Investment Group										
As at Date	Borrower	FUND	Rating	Risk Rating	Purchase Date	Maturity Date	Current Yield	Principal Value	Current value	
Sub Total - Floating Rate Notes Investment Group							-	-		
Structured Products Investment Group										
As at Date	Borrower	FUND	Rating	Risk Rating	Purchase Date	Maturity Date	Current Yield	Principal Value	Written Down Value 30-6-16	Current value
30/6/16	Lehman Brothers Treasury Co B.V (CPPI-745)	Water	DD	5		9/5/2010*	0.00%	300,000	9,810	9,810
Sub Total - Structured Products Investment Group							-	300,000	9,810	9,810

The written down value of the Structured Product Investment Group as at 30 June, 2016 was \$9,810, now holding at \$9,810. As previously advised, the write down in the value of Structured Products, has been funded from previous years above benchmark investment returns (\$6.8M) which had been held in Internal Restricted Assets. That said, while the written down value is only \$9,810, Council has to date received \$125,423 in principal repayments. These payments are ongoing. These investments were all rated AA- and up to AAA (strong investment grade) when they were entered into and were permissible under the Ministers Investment Order. As noted by the Auditor in their 2015/2016 Audit Report, the Sewer Fund maintains a sound financial position to meet its operational requirements and the Water Fund maintains a strong financial position.

**B) Council Investments by Fund 30 September, 2016**

Portfolio by Fund	31/08/2016	30/09/2016
General Fund	37,000,000	40,000,000
Water Fund	6,009,810	6,009,810
Sewer Fund	6,000,000	6,000,000
<b>TOTAL</b>	<b>\$ 49,009,810.00</b>	<b>\$ 52,009,810.00</b>

Council's investment portfolio increased by \$3,000,000 in September 2016. This was in respect of normal cash flow movements for receipts collected and payments made during September. It is also noted that expenditure is lower than expected due to the abnormally wet conditions.

While the level of Investments has been largely maintained over recent years these will decrease during 2016/2017 as a number of major projects are completed. These include:

- Inverell Sewerage Treatment Works \$ 3.0 M
- Infrastructure Backlog Program \$ 4.01M
- Waste Infrastructure Program \$ 2.0M
- 2015/2016 Revotes \$ 15.5M

In addition to these amounts, Council also holds substantial unexpended Grant Funds in the General Fund which can only be utilised for the purpose for which they were granted.

**C) Interest – Budgeted verses Actual Result to Date**

Ledger	2016/2017 Budget	Actuals to Date
General Fund 128820	879,000.00	175,810.98
Water Fund 812350	50,000.00	16,261.11
Sewer Fund 906320	70,000.00	16,871.24
<b>TOTAL</b>	<b>\$ 999,000.00</b>	<b>\$ 208,943.33</b>

The interest received to date (cash basis) is in accordance with Budget and does not include accruals. It is again expected that Council's Investment Portfolio will achieve benchmark returns in 2016/2017.

**D) Investment Portfolio Performance**

Investment Portfolio Return		Benchmarks		
	% pa	RBA Cash Rate	Aus Bond Bank Bill	11am Cash Rate
Benchmark as at 30/9/16		1.50%	2.22%	1.90%
Term Deposits	3.10%			
Cash Deposit Accounts	1.75%			
Floating Rate Notes				
Structured Products*	0.00%			

\*Structured Products exclude 1 CDO's currently in default and returning zero coupon

**E) Investment Commentary**

Council's investment portfolio returns exceeded the 11am Cash Rate benchmark in all investment categories except for Structured Products and Cash Deposits Accounts. Term Deposits exceed the UBSA Bank Bill Index benchmark. Money is held in cash deposits accounts for liquidity purposes.

Council's investment portfolio of \$52M is almost entirely invested in fixed term deposits. Overall, the portfolio is highly liquid, highly rated and short-dated from a counterparty perspective.

In his first testimony to Parliament, newly appointed Reserve Bank of Australia (RBA) Governor Lowe was broadly optimistic on the economic outlook. He suggested that economic growth and labour market outcomes were better than had been expected. Lowe emphasised that the flexible inflation target was the right policy framework for Australia. This policy allows the RBA to let inflation stay below its 2 to 3% per annum target band for a time, which can lessen pressure for further rate cuts. Nonetheless, Lowe said that a further cut in rates was possible, depending on inflation, the job market, housing and global factors. Lowe's upbeat comments have dampened the chances of another rate cut over coming months, however the market continues to suggest the next movement will still be downward.

Council staff will continue to monitor interest movements to ensure the best possible returns on investments.

**F) Certification – Responsible Accounting Officer**

I Ken Beddie, hereby certify that the investments listed in this report have been made in accordance with Section 625 of the *Local Government Act 1993*, Clause 212 of the Local Government (General) Regulations 2005 and Council's Investment Policy.

**RELATIONSHIP TO STRATEGIC PLAN, DELIVERY PLAN AND MANAGEMENT PLAN:**

**Strategy:** S.01 Sound Local Government Administration, Governance and Financial Management are provided.

**Term Achievement:** S.01.02 A sound long term financial position is maintained.

**Operational Objective:** S.01.02.01 To manage Council Finances with the view to ensuring Council's ongoing financial health and stability, the discharge of statutory and fiduciary responsibilities, proper accounting systems and standards and an efficient and equitable revenue base.

**POLICY IMPLICATIONS:**

Nil.

**CHIEF FINANCIAL OFFICERS COMMENT:**

It is noted that the volatility for current financial markets and pending legal actions will not impact on Council's Rates and Charges, its ability to deliver its existing Services across the funds, or its medium or long term sustainability. Council's overall Investment Portfolio remains sounds.

**LEGAL IMPLICATIONS:**

Nil.

**RECOMMENDATION:**

*That:*

- i) the report indicating Council's Fund Management position be received and noted; and*
- ii) the Certification of the Responsible Accounting Officer be noted.*