



BUSINESS PAPER

**Economic and Community
Sustainability Committee Meeting
Wednesday, 13 September 2023**

INVERELL SHIRE COUNCIL**NOTICE OF ECONOMIC AND COMMUNITY SUSTAINABILITY COMMITTEE MEETING**

8 September, 2023

An Economic and Community Sustainability Committee Meeting will be held in the Committee Room, Administrative Centre, 144 Otho Street, Inverell on Wednesday, 13 September, 2023, commencing at **10.30am**.

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

Please Note: Under the provisions of the Code of Meeting Practice the proceedings of this meeting (including presentations, deputations and debate) will be recorded. The audio recording of the meeting will be uploaded on the Council's website at a later time. Your attendance at this meeting is taken as consent to the possibility that your voice may be recorded and broadcast to the public.

I would like to remind those present that an audio recording of the meeting will be uploaded on the Council's website at a later time and participants should be mindful not to make any defamatory or offensive statements.

P J HENRY PSM

GENERAL MANAGER

Agenda

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Ethical Decision Making and Conflicts of Interest

A guiding checklist for Councillors, officers and community committees

Ethical decision making

- Is the decision or conduct legal?
- Is it consistent with Government policy, Council's objectives and Code of Conduct?
- What will the outcome be for you, your colleagues, the Council, anyone else?
- Does it raise a conflict of interest?
- Do you stand to gain personally at public expense?
- Can the decision be justified in terms of public interest?
- Would it withstand public scrutiny?

Conflict of interest

A conflict of interest is a clash between private interest and public duty. There are two types of conflict:

- **Pecuniary** – regulated by the *Local Government Act 1993* and Office of Local Government
- **Non-pecuniary** – regulated by Codes of Conduct and policy. ICAC, Ombudsman, Office of Local Government (advice only). If declaring a Non-Pecuniary Conflict of Interest, Councillors can choose to either disclose and vote, disclose and not vote or leave the Chamber.

The test for conflict of interest

- Is it likely I could be influenced by personal interest in carrying out my public duty?
- Would a fair and reasonable person believe I could be so influenced?
- Conflict of interest is closely tied to the layperson's definition of 'corruption' – using public office for private gain.
- Important to consider public perceptions of whether you have a conflict of interest.

Identifying problems

- 1st** Do I have private interests affected by a matter I am officially involved in?
2nd Is my official role one of influence or perceived influence over the matter?
3rd Do my private interests conflict with my official role?

Local Government Act 1993 and Model Code of Conduct

For more detailed definitions refer to Sections 442, 448 and 459 or the *Local Government Act 1993* and Model Code of Conduct, Part 4 – conflicts of interest.

Disclosure of pecuniary interests / non-pecuniary interests

Under the provisions of Section 451(1) of the *Local Government Act 1993* (pecuniary interests) and Part 4 of the Model Code of Conduct prescribed by the Local Government (Discipline) Regulation (conflict of interests) it is necessary for you to disclose the nature of the interest when making a disclosure of a pecuniary interest or a non-pecuniary conflict of interest at a meeting.

A Declaration form should be completed and handed to the General Manager as soon as practicable once the interest is identified. Declarations are made at Item 3 of the Agenda: Declarations - Pecuniary, Non-Pecuniary and Political Donation Disclosures, and prior to each Item being discussed: The Declaration Forms can be downloaded at [Disclosure of pecuniary interests form](#) or [non-pecuniary interests form](#)

Quick Reference Guide

Below is a legend that is common between the:

- Inverell Shire Council Strategic Plan;
- Inverell Shire Council Delivery Plan; and
- Inverell Shire Council Operational Plan.

OUR DESTINATIONS



01 LEADERSHIP



We will be an accountable and responsible Council that will be involved with the community and responsibly manage public resources.

02 PROSPERITY



The Shire has a diverse, strong local economy that provides opportunities that contribute to the quality of life for the community.

03 LIVEABILITY



Our community is healthy, safe, educated and offers opportunities for people of all ages and abilities. We value our natural and built environment.

04 SERVICES & INFRASTRUCTURE



Our community is enhanced by the provision of civic services and infrastructure. These services are planned and financially sustainable.

1 APOLOGIES

2 CONFIRMATION OF MINUTES

RECOMMENDATION:

That the Minutes of the Economic and Community Sustainability Committee Meeting held on 9 August, 2023, as circulated to members, be confirmed as a true and correct record of that meeting.

**MINUTES OF INVERELL SHIRE COUNCIL
ECONOMIC AND COMMUNITY SUSTAINABILITY COMMITTEE MEETING
HELD AT THE COMMITTEE ROOM, ADMINISTRATIVE CENTRE, 144 OTHO STREET,
INVERELL
ON WEDNESDAY, 9 AUGUST 2023 AT 11.07AM**

PRESENT: Cr Paul King OAM (Chairperson), Cr Kate Dight, Cr Nicky Lavender and Cr Jo Williams.

IN ATTENDANCE: Cr Stewart Berryman, Cr Jacko Ross, Cr Wendy Wilks.

Paul Henry (General Manager), Brett McInnes (Director Civil & Environmental Services) and Paul Pay (Director Corporate and Economic Services).

1 APOLOGIES

COMMITTEE RESOLUTION

Moved: Cr Kate Dight

Seconded: Cr Jo Williams

That the apology received from Cr Paul Harmon for business reasons be accepted and leave of absence granted.

CARRIED

2 CONFIRMATION OF MINUTES

COMMITTEE RESOLUTION

Moved: Cr Jo Williams

Seconded: Cr Kate Dight

That the Minutes of the Economic and Community Sustainability Committee Meeting held on 12 July, 2023, as circulated to members, be confirmed as a true and correct record of that meeting.

CARRIED

3 DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS

Cr Nicky Lavender declared a Non-Pecuniary Conflict of Interest in Item 4.1 "Request for Council's Assistance - Eat Drink Live New England 2023 S12.22.1/16" as Cr Lavender is a member of the Eat Drink Live Committee.

4 DESTINATION REPORTS

4.1 REQUEST FOR COUNCIL'S ASSISTANCE - EAT DRINK LIVE NEW ENGLAND 2023 S12.22.1/16

COMMITTEE RESOLUTION

Moved: Cr Kate Dight

Seconded: Cr Jo Williams

The Committee recommends to Council that:

- i. Council donate the cost of the Town Hall Annex hire fees for the amount of \$230 from Council's donation budget;*
- ii. Council staff setup and remove road closure signage for the event; and*
- iii. Council provide in-kind support for the event by:*
 - a) Providing extra garbage bins;*
 - b) Advertising the event through council's social media;*
 - c) Erecting street banners; and*
 - d) Providing and setting up Council's shade structures.*

CARRIED

5 INFORMATION REPORTS

COMMITTEE RESOLUTION

Moved: Cr Kate Dight

Seconded: Cr Nicky Lavender

That the following information reports be received and noted.

CARRIED

5.1 LIBRARY STATISTICS 2022/23 S3.6.10

5.2 ELECTION OF MAYOR S13.7.2

6 GOVERNANCE REPORTS

6.1 GOVERNANCE - MONTHLY INVESTMENT REPORT S12.12.2

COMMITTEE RESOLUTION

Moved: Cr Kate Dight

Seconded: Cr Jo Williams

The Committee recommends 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.*

CARRIED

3 DISCLOSURE OF CONFLICT OF INTERESTS/PECUNIARY AND NON-PECUNIARY INTERESTS

4 NOTICES OF BUSINESS

4.1 NOTICE OF MOTION - MURRAY DARLING ASSOCIATION MEMBERSHIP

File Number: S11.15.17 / 23/27274

I, Councillor Kate Dight, give notice that at the next Economic and Community Sustainability Committee Meeting to be held on 13 September 2023, I intend to move the following motion:

MOTION:

That Inverell Shire Council apply to be a member of the Murray Darling Association.

RATIONALE:

The Association seeks to serve the 167 Local Government Authorities that are located in the Catchment of the Murray Darling River System, by providing advocacy services for members on the formulation of Federal and State Government Water Policy. The Association's aim is to have a healthy river system that supports communities, economic development, sustainable agricultural productivity and the environment.

During a recent presentation, the CEO of the Association stated that the reasons for the joining of the Association are:

- To focus on Council's water assets,
- To advocate on social impacts of water policy for communities,
- To research all relevant information from Government regarding water policy, assess the implications of this information, and place the assessment directly in front of member Councils.

Importantly, Inverell is a part of their Region 11 network area, in the Upper Murray Darling Basin housing a large catchment of Murray Darling water. Local Government Councils of Tenterfield, Gwydir, Tamworth & Gunnedah are already members. Armidale, Glen Innes and Moree Plains Councils are anticipated to become members. Representation of Region 11 is only as good as its membership and as such it is important that Inverell LGA is equally represented.

At the most recent meeting of Region 11 of MDA the motions that were endorsed directly relate to Inverell Shire Council water assets and management:

1. a) The MDA call the Federal Water Minister to engage a 3rd party to undertake review of current 2024 Basin Plan to quantify the effect of social, economic and environmental impacts of the Plan on communities.
b) To suspend all consultation on the new version of the 2026 Basin Plan until the outcomes of the review are published.
2. The MDA call on NSW Water Minister to ensure protections are in place for Regional Water Utilities from privatisation.
3. The MDA call on the NSW Government to commit further funding of \$250m/annum for safe and secure water programs, for water for critical human needs, food and fibre production.

The overwhelming reason for Inverell Shire Council to become a member of the MDA is the review of the existing Murray Darling Basin Plan that is due in 2026. This review has already begun against a backdrop of a changing climate and less than average rainfall pattern. On the 22nd

August 2023 the Hon. Tanya Plibersek, announced that 450GL would be reclaimed via water project extension, water project delivery and water buy-backs.

The need for Council to have an effective advocacy 'voice' to ensure the community's domestic supply from Copeton and Pindari Dams is safeguarded, is essential.

Water license buy-backs have significant social and economic impacts on rural communities, onsetting community breakdown, and is reason to engage the MDA to advocate on our behalf.

The standing of the Association with the Murray Darling Basin Authority and the Federal Government is strong. This is evidenced by the program for their 79th annual conference in September. The Program includes addresses by:

- Hon Tanya Plibersek, Minister for Environmental Water
- Senator Perin Davey, Shadow Minister for Water
- Hon Rose Jackson, New South Wales Minister for Water
- Ms Steph Cook, Shadow New South Wales Minister for Water
- Dr Simon Banks, Commonwealth Environmental Water Holder
- Ms Clair Miller, New South Wales Irrigator Council.

The 2024 annual conference is touted to be held in Tamworth and hosted by Region 11 which further promotes the importance of this region to the whole of the Murray Darling Basin.

Without membership of the MDA, Inverell Shire Council will not have the depth of information required to understand the forever changing environment of water management and national policy, being determined for the future.

The annual cost of the membership for Inverell is \$5,550.00.

Michelle Ramsay, John Shannon (Executive Officer, Border Rivers Food & Fibre Association) and Zara Lowien (Executive Officer, Gwydir Valley Irrigators Assoc.) will be in attendance at today's meeting and will address the Committee at 10.30am.

I commend this Notice of Motion to Council.

ATTACHMENTS:

Nil

5 DESTINATION REPORTS

5.1 REQUEST TO LICENCE - AUTOMATIC WEATHER STATION SITE - RAGLAN STREET, INVERELL - BUREAU OF METEOROLOGY

File Number: S5.10.65 / 23/27315

Author: Kristy Paton, Corporate Support Officer - Publishing

SUMMARY:

Correspondence has been received from the Bureau of Meteorology requesting a Licence Agreement be established for a section of Land in Raglan Street, Inverell where an Automatic Weather Station Site (AWS) is located.

RECOMMENDATION:

The Committee recommends to Council that:

- i) Council enter into a Licence Agreement with Commonwealth of Australia as represented by the Bureau of Meteorology for a section of land located in Lot 4 in Deposited Plan 1152029, Raglan Street, Inverell;*
- ii) the Licence Agreement be for a period of 10 years;*
- iii) the Licence Fee be \$1.00 excluding GST per annum; and*
- iv) the Licence Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.*

COMMENTARY:

In 1994, Council raised no objection to the establishment of a new weather station site in Raglan Street, Inverell (Lot 4 DP 1152029) after a decision was made by the BoM not to continue with the then existing site in Campbell Street, Inverell. A Weather Station has been situated at this location since that time. A map showing the location of the AWS in Raglan Street is shown below.



The Bureau of Meteorology (BoM) has carried out a recent review of weather station sites and now that they have resources available, they wish to formalise existing informal tenure arrangements. Accordingly, the Bureau of Meteorology (BoM) have written to Council requesting a formal Licence Agreement be entered into for this section of land in Raglan Street where the AWS is located.

The following information is provided to assist Councillors in making a determination in respect of the request to formalise the existing occupation of the site:

- Term of proposed licence is 10 years,
- The area of the land is approximately 256m² located in Lot 4 DP 1152029 and is fenced off to the public,
- The permitted use of the land as stated in the proposed agreement is: The administration and undertaking of the rights, powers, functions and/or obligations conferred or imposed upon the Bureau by the *Meteorology Act 1955* (Cth), the *Water Act 2007* (Cth) or any other Law, including (but not limited to) the installation, inspection, renovation, repair, replacement, maintenance, upgrade, operation and dismantling of the Bureau's Property.
- The Lessor (Inverell Shire Council) grants a licence to the Bureau over the Land to:
 - have unrestricted access to and from the Leased Area at all times;
 - install, maintain, repair and replace all cables, conduits, services and ducts required to connect Services to the Leased Area.
- Proposed licence fee of \$1.00 per annum.

It is recommended that Council formalise the arrangement with the Bureau of Meteorology for the Automatic Weather Station Site by entering into a Licence Agreement for the aforementioned land.

RISK ASSESSMENT:

Nil

POLICY IMPLICATIONS:

Nil

CHIEF FINANCIAL OFFICERS COMMENT:

Nil

LEGAL IMPLICATIONS:

Nil

ATTACHMENTS:

Nil

5.2 REQUEST TO LEASE - MANDOE RADIO SITE - LOT 22 DP 721168 MOUNT HALLAM ROAD, ATHOLWOOD - AMPITEL PTY LIMITED**File Number:** S5.10.65 / 23/28606**Author:** Kristy Paton, Temporary Corporate Support Officer - Publishing**SUMMARY:**

Council has received a proposal from Ampitel Pty Limited as trustee for the Towers Business Operating Trust for a new lease for the Mandoe Radio Site, Lot 22 DP 721168, Mount Hallam Road, Atholwood.

RECOMMENDATION:

That subject to:

- 1. 100 Square Metres of suitable land being available on site, noting that a design visit has not yet been conducted;*
- 2. A guarantee from the Ampitel Pty Limited that existing infrastructure on the site will be not be impacted;*

The Committee recommends to Council that:

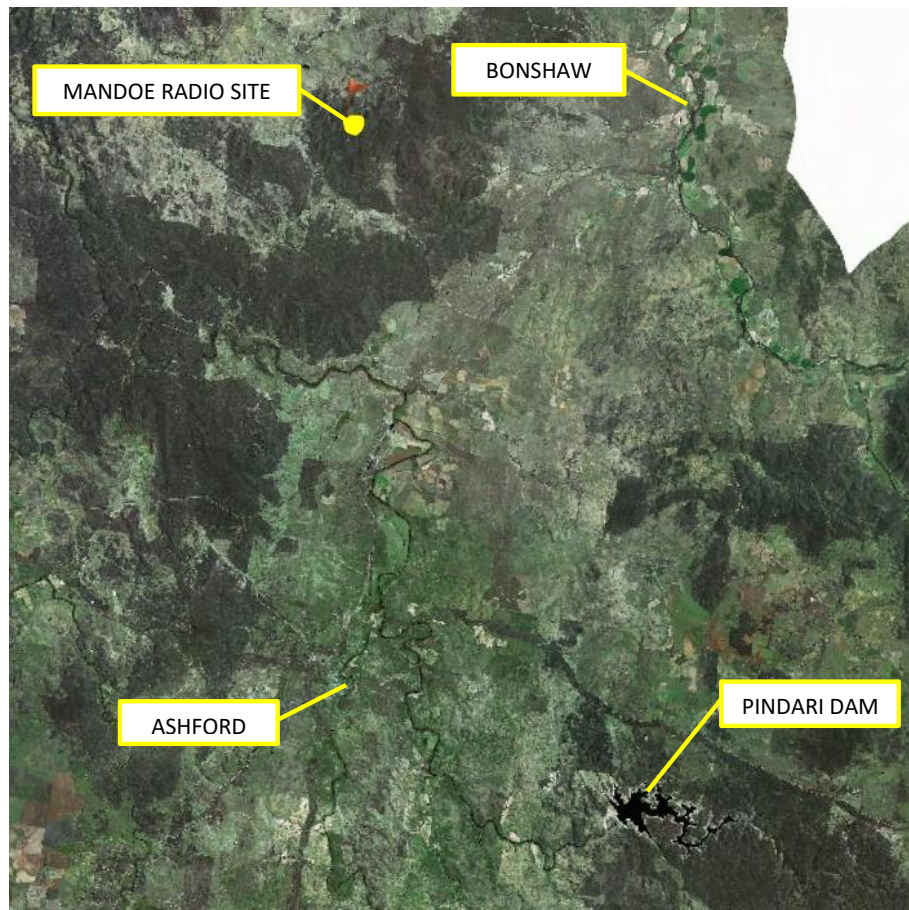
- 3. Council enter into a Lease Agreement with Ampitel Pty Limited for Mandoe Radio Site, Lot 22 DP 721168, Mount Hallam Road, Atholwood for a five (5) year period with an option of 3 further terms of five (5) years;*
- 4. the Lease fee be \$7,500 per annum (GST exclusive) with a 3% increase per annum; and*
- 5. the Lease Agreement be subject to any other terms and conditions as negotiated by Council's General Manager.*

COMMENTARY:

Council has received a proposal from Ampitel Pty Limited as trustee for the Towers Business Operating Trust for a new lease from for the Mandoe Radio Site, Lot 22 DP 721168, Mount Hallam Road, Atholwood. Ampitel Pty Limited is Telstra's Tower Business of which 51% is owned by Telstra.

The request was prompted after the forced decommissioning of a Telstra telecommunications tower close by. The nearest Telstra presence is over 15km away and the decommissioning of the local site will have a large impact on Telstra's network across the area.

The location of the site is displayed in the below locality map.



Mandoe Radio Site - Lot 22 DP 721168 Mount Hallam Road, Atholwood

The following information is provided to assist Councillors in making a determination in respect of the request:

- Ampitel Pty Limited are requesting a lease to use an area of approximately 100 square metres of land at the Mandoe Radio Site
- The term of the lease will be for 5 years with a further 3 consecutive terms of 5 years each
- The proposed rent is \$7,500 per annum excluding GST with a 2% increase per annum. It should be noted that Council's current agreements are subject to 3% yearly increases.
- The permitted use will be for: "Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with the Lease."
- Infrastructure will include an equipment shelter, tower and boundary fence

Council currently has Licence agreements in place for this Site with TransGrid, Essential Energy, National Parks and Wildlife Service, NSW Police Force, Forestry Commission of NSW, NSW State Emergency Services and the NSW Telecommunications Authority. The purpose listed in each of these agreements is for the installation, operation and maintenance of a radio receiving and transmitting stations. Current income for the site is as follows:

Organisation	Last billed amount
Essential Energy	\$1,459.99
NSW Parks and Wildlife Service	\$1,491.60
NSW Police	\$1,581.85
NSW SES	\$1,508.19
TransGrid	\$1,100.00
Forestry Commission of NSW	\$1353.71
NSW Telecommunications Authority	\$6,418.45

The NSW Telecommunications Authority are currently undertaking infrastructure works at the site. Completion of these works will see the consolidation of separate radio assets owned by the Government Agencies, ceasing the agreements in place with Council. Agreements will remain in place with Transgrid, Essential Energy and the NSW Telecommunications Authority.

A Heads of Agreement has been provided to Council and is attached for your information.

Councillors are requested to consider the proposal by Ampitel Pty Limited to enter into an agreement for a period of five (5) years, with the option of 3 further five (5) years, and the licence fee be \$7,500 per annum (GST exclusive) being subject to a 3% yearly increase.

RISK ASSESSMENT:

Nil

POLICY IMPLICATIONS:

Nil

CHIEF FINANCIAL OFFICERS COMMENT:

Nil

LEGAL IMPLICATIONS:

Nil

ATTACHMENTS:

1. **Heads of Agreement - Ampitel Pty Limited** [↓](#)

Inverell Shire Council
PO Box 138
Inverell NSW 2360

Our reference: Hallam Central

7 September 2023

Dear Council,

Heads of Agreement for proposed Lease from Council to Amplitel Pty Limited
Site: 794 Mount Hallam Road Atholwood NSW 2361
Facility: Tower

Amplitel has appointed BMM Group to act on its behalf and secure suitable sites for installation and operation of facilities.

Your Site has been identified as a suitable location for the Facility. Amplitel offers to enter into a Lease with you under the terms and conditions outlined below:

Lessee	Amplitel Pty Limited as trustee for the Towers Business Operating Trust ABN 75 357 171 746
Lessor	Full Name: INVERELL SHIRE COUNCIL ACN: ABN: Address Ph: Email: Kristy.Paton@inverell.nsw.gov.au
Lessor's Solicitors	Name of solicitor: Name of Firm: Address: Ph: Email:
Land	LOT 22 IN DEPOSITED PLAN 721168, known as 794 Mount Hallam Road Atholwood NSW 2361.
Type of Facility	Monopole with associated facilities The tower/pole/mast (or similar) on the Premises is owned by Amplitel.
Premises	An area of approximately 100 square metres being part of the Land situated at LOT 22 IN DEPOSITED PLAN 721168 and indicatively shown on the draft plan attached. The draft plan will be replaced by the final plans which will identify the Premises Area and which will be prepared by Amplitel and agreed by both parties. The Lessor and Lessee agree to co-operate and act reasonably to determine the exact location and area of the Premises.
Access to Premises	Amplitel, its subtenants and licensees will have unrestricted access to the Premises 24 hours a day, 7 days a week during the term of the Lease and any holding over period.

National Heads of Agreement where Development Application Required
October 2021

1

Permitted Use	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with the Lease.
Term	5 years.
Consecutive Leases	3 consecutive leases of 5 years each. For the avoidance of doubt the full term (including the Term and Consecutive Leases) to be 20 years.
Commencement Date	Target: 1 January 2023
Rent	\$7,500 per annum. The Rent is a gross amount and Amplitel is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land or the Premises.
Rent Review	The Rent will be increased by 2% per annum on each anniversary of the Commencement Date during the Term and any consecutive lease term.
Payment of Rent and Rent Commencement Date	Yearly in advance by way of electronic funds transfer commencing on the Rent Commencement Date and thereafter on each anniversary of the Commencement Date. The Rent Commencement Date is the earlier of: (a) the date Amplitel substantially commences initial installation of the Facility on the Premises; (b) the date Amplitel identifies in a notice to the Lessor as being the date on which Amplitel intends to commence initial installation of the Facility on the Premises; or (c) The fifth anniversary of the Commencement Date. The first instalment of the Rent will be a pro rata of the Rent from the Rent Commencement Date to the next anniversary of the Commencement Date.
Electricity	The supply of electricity will be made through a dedicated meter (either by a separate meter or a check meter) installed by Amplitel at its own cost so that Amplitel is responsible for the cost of electricity it uses on the Premises.
Legal & Other Costs	Amplitel agrees to pay your legal costs for the negotiation and execution of the Lease and reasonable disbursements to an amount not exceeding \$1,500. Amplitel will also pay stamp duty, registration fees (where the law makes this Amplitel's responsibility) and, if the land is subject to a mortgage, any reasonable mortgagee consent fee payable in relation to the Lease.

Lease Documentation	Amplitel's lawyers to draft proposed Lease for the Lessor's review and approval
Mortgage & Mortgagee Details	If applicable, the Lessor will need to provide the consent of the mortgagee to the Lease.
Events Affecting Land	The Lessor must obtain Amplitel's consent before: <ul style="list-style-type: none"> (a) granting a lease over the whole or any part of the Premises already leased to Amplitel; or (b) allowing a person other than the Lessor to deal with or take an interest in the Premises (other than a bank) or to receive the whole of any part of the Rent.
GST	Unless otherwise stated, all amounts quoted in this Heads of Agreement are exclusive of GST.
Assignment and Subletting	Amplitel must not assign the Lease or sublet the whole of the Premises without the Lessor's consent, except to an entity (or that entity's related body corporate) that acquires Amplitel's passive infrastructure, or to a related body corporate or to another telecommunications carrier. Amplitel may sublease part of the Premises or grant a licence of the whole or part of the Premises without the Lessor's consent.
Insurance	Amplitel will maintain all risks property insurance and public liability insurance for at least \$20 million in relation to the Premises.
Easement for Services	If the local power authority requires an easement to be registered on title, the Lessor will do whatever is necessary to procure the registration of an easement on title.
Amplitel's Requirements	This offer is subject to: <ul style="list-style-type: none"> • Amplitel's final approval; and • Amplitel obtaining approval from any statutory authority or other relevant authority to enter into the Lease and construct its Facility.

Planning Authority Approvals	The Lessor hereby irrevocably consents to Amplitel lodging all necessary applications for any relevant approvals with the relevant authorities, and will provide all necessary assistance if required to facilitate obtaining of these approvals and consents.
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Please confirm your acceptance of this offer by signing and dating the last page of this Heads of Agreement and returning it to us by email at ian.potgieter@bmmgroup.com.au.

If you have any questions in relation to this Heads of Agreement, please do not hesitate to contact Ian Potgieter on 0404 412 777.

Yours faithfully



Ian Potgieter
Assistant Development Manager
0404 412 777
ian.potgieter@bmmgroup.com.au

The Lessor (or authorised representative) accepts the above terms and conditions.

DATE:

EXECUTED by Company Director

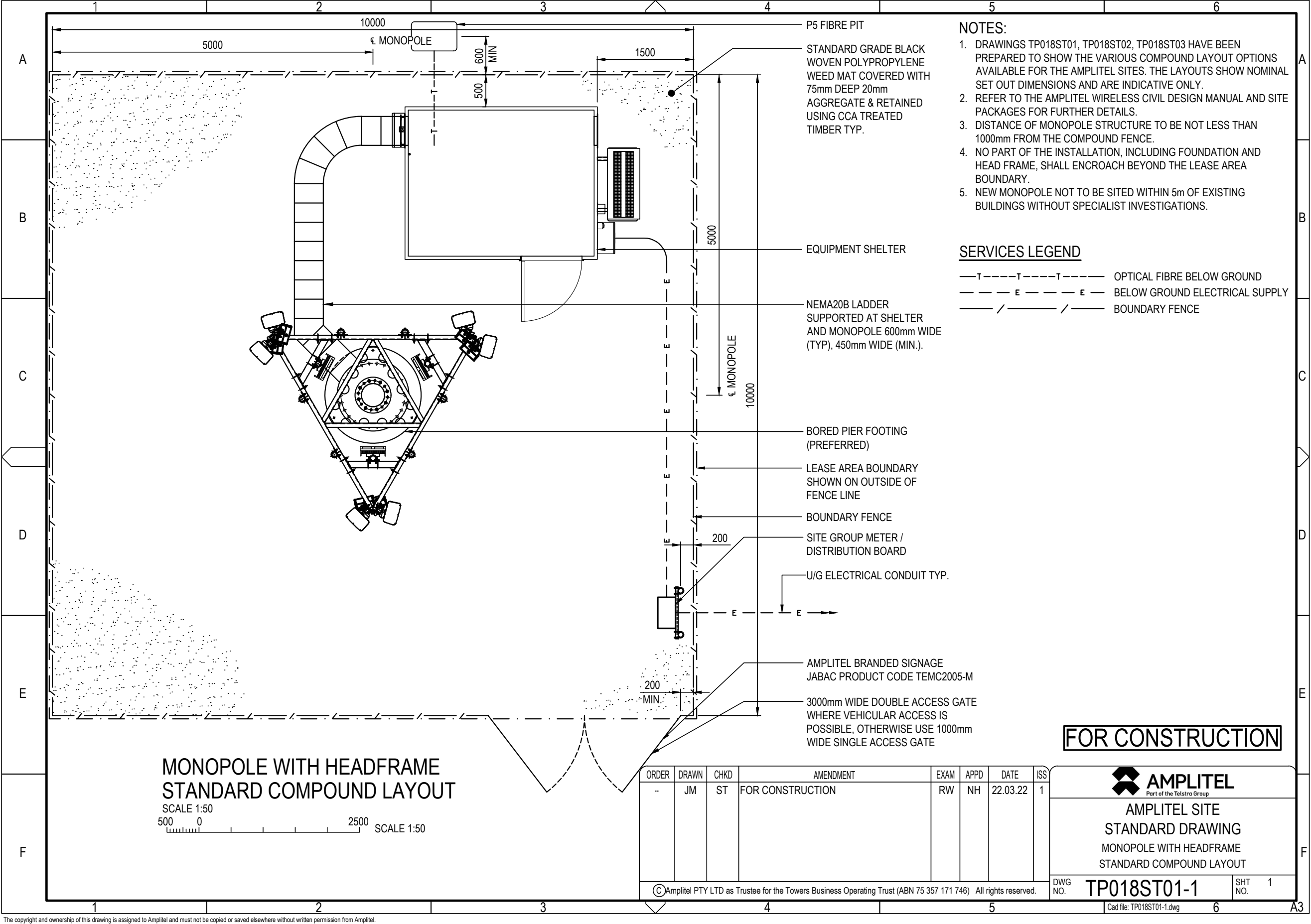
Signature of Director

Signature of Director/Secretary

Name

Name

PLANS ATTACHED



5.3 MANAGEMENT OF THE LINKING TOGETHER CENTRE**File Number:** S5.11.67 / 23/29541**Author:** Paul Henry, General Manager**SUMMARY:**

Council is in receipt of an Expression of Interest to manage and operate the Linking Together Centre. The Committee is being asked to consider the EoI.

RECOMMENDATION:

That:

- a) the Expression of Interest, submitted by Armajun Aboriginal Health Service, to manage and operate the 'Linking Together Centre' be accepted;*
- b) the management of the centre be guided by a Memorandum of Understanding in the terms outlined in this report; and*
- c) the MOU be for a 3 year period.*

COMMENTARY:

The 'Linking Together Centre' was constructed to provide a venue for the delivery of services to the residents of South Inverell. Since being constructed, the facility has hosted programs run by 'BEST Employment Services, Juvenile Justice, Hunter New England Health, IDFS, Armajun Health Service, TAFE and others.

As BEST Employment Services delivered the majority of services at the centre, that organisation took over management of the centre in 2017, after Council lost its financial support from the Department of Housing. This funding support was utilised to employ the centre's manager and deliver a number of support programs.

Now BEST Employment Service are not having funding for various services renewed. As a result, they are contracting their operations to function out of '16 Waratah Avenue'. They will vacate the 'Linking Together Centre' on 30 September, 2023.

Following receipt of the advice from BEST Employment Services, existing service providers were approached to ascertain their interest in managing the Centre under the same terms and conditions that governed the relationship between BEST and Council.

This approach was designed to achieve the optimum service outcome for the community at the least cost to Council.

1. The Centre

The 'Linking Together Centre' comprises a number of buildings. These being:

- Central administration building containing offices, amenities and activities room
- Demountable classroom
- Activities Shed, and
- 'House'

All these buildings have been utilised for the delivery of various services.

2. EOI – Armajun Aboriginal Health Service

After learning of the withdrawal of BEST Employment Services from the management of the centre, the Board of Armajun inspected the facilities and resolved to express an interest in managing the facility.

The Board of Armajun indicated that their interest derives from their intention to enhance the quality of the life of shire residents through the provision of services from the centre.

As background, Armajun advise that the service:

'is a community based, not-for-profit charitable organisation managed by a community elected Aboriginal Board of Directors. Services provided by Armajun are primary health care and related community services. The Armajun main office is in Inverell with outreach offices in Tenterfield, Glen Innes, Tingha and Armidale. We have over 7,000 clients that we provide primary health care, early childhood, domestic violence, drug and alcohol, social and emotional wellbeing and homelessness services to. Approximately 90% of our client group are people of Aboriginal descent.

They state they have a strong demonstrated commitment to supporting our local community with priority of employment to local people and in the recent construction of our new premises using local builders, tradespeople and suppliers'.

The intention of Armajun is to use the Centre for their program staff (conducting social and health promotion activities), drug and alcohol, DV and homelessness services. They would also welcome the opportunity to work with Inverell & District Family Services to continue and enhance the delivery of Playgroup to Inverell families. Armajun recognises that it can't deliver every required service and would welcome any other service or organisation to the Centre to provide information, education and support services to all Inverell residents. This would be available to all residents regardless of ethnicity.

Comment: The EOI from Armajun meets the intent of Council when the centre was established. No other EOIs have been pursued at this time.

3. Memorandum of Understanding (MoU)

It is suggested that the management arrangements with Armajun be set out in a MoU. A suggested MoU is attached to this report.

The essential features of the document are:

Term: 3 years

Note: This will provide sufficient time for Armajun to demonstrate the required level of 'trust with Council' prior to Council considering the option to renew.

Payment: An annual payment equivalent to the rates levied on this land.

Council Responsibilities: Council will be responsible for:

- Building Property insurance
- Annual Pest Inspections and spraying for infestations
- Maintaining/replacing or repair of the smoke alarms/emergency exit signs
- Repair, maintenance or other work needed to install or replace an electricity meter.

Manager's Responsibilities: The Manager will be responsible for:

- Minor maintenance arising out of normal wear and tear, including the floor coverings and painted areas
- Maintenance of the ground
- All utility costs – water charges, electricity charges.

RISK ASSESSMENT:

Nil

POLICY IMPLICATIONS:

Nil

CHIEF FINANCIAL OFFICERS COMMENT:

Nil

LEGAL IMPLICATIONS:

Nil

ATTACHMENTS:

1. Draft MoU Linking Together Centre [↓](#)

MEMORANDUM OF UNDERSTANDING

LINKING TOGETHER CENTRE COMMUNITY SERVICES DELIVERY



INVERELL SHIRE COUNCIL
(ABN 72 695 204 530)

And

XXXXXXXXX

(ABN XXXXXXXXXXXXX)

S5.11.67

Memorandum of Understanding – Inverell Shire Council and Xxx

This document represents a Memorandum of Understanding between:

Inverell Shire Council
144 Otho Street
Inverell NSW 2360
ABN 72 695 204 530

and

XXX
XXX
XXX
ABN XXXXXX

DRAFT

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DESCRIPTION OF COLLABORATING ORGANISATIONS

- Inverell Shire Council (The 'Council') is a local government organisation whose mission is to *"work with the community in providing and facilitating the provision of services that enhance the quality of life of all shire residents."*
- XXXXX is a XXXXXXXXXXXXXXXXXXXX

Objectives and scope

The purpose of this agreement is to allow the use of the Linking Together Centre (LTC) in a manner that assists the local Inverell community to be linked up with other services/providers operating in the area.

The purpose of this Memorandum of Understanding (MOU) is to outline the general principles of the collaboration between Council and XXXXX to deliver services that enhance the quality of life of Shire residents.

The nature of the collaboration

The collaboration between Council and XXXXX will proceed under this MOU whereby each party is responsible for contributing to the scope and objectives in providing a community focused facility to deliver services and programs that contribute to the betterment of the community.

Each party will work cooperatively to ensure the LTC is sustainable in accordance with the terms of this MOU whilst:

- a) building and maintaining a working relationship,
- b) doing all things practicable in supporting the success of the LTC; and
- c) identifying future opportunities to work in partnership for improved delivery of community focused services to Inverell Community.

TERMS OF THE MOU

- This MOU commences when this agreement has been signed by Inverell Shire Council and XXXX.
- This MOU will be reviewed annually from the date of the initial MOU signing or as required to ensure it continues to meet the needs of all parties named in this MOU.
- The terms of this MOU may be varied by mutual agreement in response to changes in either party's requirements, legislative and policy changes, changes in business processes or other significant factors impacting on the performance of either party during the MOU.

Organisation and management of the MOU

Responsibilities:

- i) Inverell Shire Council

Council will be responsible for:

Memorandum of Understanding – Inverell Shire Council and Xxxx

- Building Property insurance
- Annual Pest Inspections and spraying for infestations
- Maintaining/replacing or repair of the smoke alarms/emergency exit signs
- Repair, maintenance or other work needed to install or replace an electricity meter.

ii) XXXX

XXXX will be responsible for:

- Minor maintenance arising out of normal wear and tear, including the floor coverings and painted areas
- Maintenance of the ground
- All utility costs – water charges, electricity charges.

Principal Contacts:

Inverell Shire Council Contact

The principal contact for Inverell Shire Council is:

Name: XXX
XXX

Phone: XXX

Email: XXX

XXXX Contact

The principal contact for XXX is:

Name: XXXX
XXX

Phone: XXX

Email: XXX

BUILDING USAGE AGREEMENT

XXXX will have the management rights and privilege to use and occupy the LTC facilities for the provision of delivering community focused services that are supportive of the Linking Together Centre's mission.

This MOU does not confer upon XXX any estate or interest in the Premises or any part of it and the legal possession and control of the Premises will at all times remain vested in Inverell Shire Council.

PAYMENT

XXXXX shall make an annual payment to Council equivalent to the rates levied on this parcel of land.

XXXX'S AGREEMENT

XXXXX's agreement with Inverell Shire Council:

- Not to do or omit to do or permit or suffer to be done or omitted any act matter or thing which might in any way endanger the Premises or any person, equipment chattels or goods whether the property of Inverell Shire Council or not which may be upon the Premises;
- Not to do omit to do or permit or suffer to be done any act matter or thing which will be or may become a nuisance or annoyance to Inverell Shire Council, the occupants of the Premises or the owners or occupiers of neighbouring premises;
- To effect and keep in force at all times during the term of the MOU, at the expense of XXXX, a policy of insurance with an approved insurance company in respect of public risk for not less than twenty million dollars, with Inverell Shire Council being named on such policy for respective rights and interests, and to deliver the policy or a certificate of currency for such insurance to Inverell Shire Council yearly upon its renewal to enable a copy to be recorded on file.
- To indemnify and keep indemnified Inverell Shire Council against all claims, actions, demands and proceedings of whatsoever nature arising from the use of the premises by XXXX, their agents, servants and other persons authorised by XXXX. Such indemnity shall extend beyond the term of the MOU in respect of any occurrence happening during the term of the MOU or any extension thereof and shall apply whether or not the likelihood of the occurrence happening or not ought to have been known to Inverell Shire Council.
- Not to do anything that might invalidate any insurance policy covering the premises or that might increase the premium.
- Not to erect or display any sign, notice or advertisement on the premises without the written consent of Inverell Shire Council.
- To be responsible for keeping the area of the premises covered by the MOU in a clean and tidy state to the satisfaction of Inverell Shire Council.

Memorandum of Understanding – Inverell Shire Council and Xxxx

- To advise Inverell Shire Council promptly of any infestations.
- Not to use the premises for any activity that is dangerous, offensive, noxious, illegal or immoral or that may become a nuisance or annoyance to Inverell Shire Council or to the owner or occupier of any neighbouring property.
- Not to store or place or permit to be stored or placed in or about the premises any inflammable goods without the written consent of Inverell Shire Council and to comply with any direction given by Inverell Shire Council as a condition of any such consent.
- Not to carry out any works on the premises except with the written consent of Inverell Shire Council and in accordance with any directions that may be given by an Officer of Inverell Shire Council.
- A waiver by Inverell Shire Council of any breach by XXXX of any agreement shall not be treated as a general waiver nor shall it be treated as a waiver of another breach of agreement.
- No compensation shall be paid or allowance made to XXXX Access for any improvements to the premises at the expiration or termination of this MOU unless an agreement has been reached between Inverell Shire Council and XXXX and is documented at the time approval is given for the alteration.

INDEMNITIES

Release of Inverell Shire Council

XXXX agrees to use the allocated area (refer Appendix A) and keep the premises at the risk of XXXX and releases to the full extent permitted by law to Inverell Shire Council and its employees, agents and contractors, in the absence of any act or omission on their part, from all claims and demands of every kind in respect of or resulting from any accident, damage or injury occurring in the Premises.

Indemnity by XXXX

XXXX indemnifies and will keep indemnified Inverell Shire Council from and against all actions, claims, demands, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any kind which Inverell Shire Council may suffer or incur or for which Inverell Shire Council whether during or after the Term may be or become liable in respect of or arising from:

- Loss, damage or injury from any cause whatever to property or person in or outside the Premises occasioned by the failure of XXXX or any person claiming through or under XXXX to observe or perform any of the agreement by XXXX under this MOU;
- The negligent use, misuse, waste or abuse by XXXX or any person claiming through or under XXXX of any Services to the Premises;
- the overflow leakage or escape of water, gas, electricity or any other substance in or from the Premises except to the extent that it is caused or contributed to by any act or omission by Inverell Shire Council or any of its employees or other persons for whom Inverell Shire Council is vicariously responsible, and

Memorandum of Understanding – Inverell Shire Council and Xxxx

- loss, damage or injury from any cause whatever to property or person caused by the use of the Premises by XXXX or any person claiming through or under XXXX except to the extent that it is caused or contributed to by Inverell Shire Council or any of its employees or other persons for whom Inverell Shire Council is vicariously responsible,
- Provided that XXXX's obligation to indemnify Inverell Shire Council under this clause will be limited to the extent that Inverell Shire Council is not indemnified from money recovered by insurances effected by Inverell Shire Council or by XXXX.

Limitation on XXXX's Indemnity

Nothing contained in this MOU requires XXXX to indemnify Inverell Shire Council against any action, liability, penalty, claim or demand for or to which Inverell Shire Council would otherwise be liable or subject, or renders XXXX liable for or subject to any action, liability, penalty, claim or demand in respect of any act, matter or thing done or omitted to be done by Inverell Shire Council or any other person if XXXX would not otherwise be liable for or subject to that action, liability, penalty, claim or demand.

XXXX agrees to use the Premise at the risk of XXXX and releases Inverell Shire Council to the full extent permitted by law from all actions claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or injury to or death of any Person in or in the vicinity of the Land except to the extent that any accident or damage to property or injury or death is caused by Inverell Shire Council's wilful or negligent act or omission.

XXXX indemnifies Inverell Shire Council against:

- all actions, suits, demands, claims, costs and expenses for which Inverell Shire Council is liable in relation to any death, personal injury or property damage caused or contributed to by any act or failure to act or neglect of XXXX or its servants or agents or because of XXXX's or its servants or agents use or misuse of the Premises,
- all loss or damage caused or contributed to by XXXX or its servants or agents to the Premises

INVERELL SHIRE COUNCIL'S AGREEMENT

Inverell Shire Council grants XXXX the management rights and privilege to use and occupy the LTC facilities as identified in Appendix 1 for the provision of delivering community focused services that are supportive of the Linking Together Centre's mission.

Inverell Shire Council will be allowed access to the facilities for property inspections provided that XXX has been provided with notification at least 48 hours prior.

TERMINATION

This MOU will terminate on the 30 June YEAR, unless the option as detailed in the MOU is exercised.

Should XXXX:

- fail to maintain the LTC facilities at the standard acceptable to Inverell Shire Council; or
- Otherwise fail to comply with any other terms of this agreement and continue such failure, after service of notice by Inverell Shire Council on XXXX specifying such failure and Inverell Shire Council's requirements in relation thereto, for such period as may be specified in the notice;
- Then in either such event Inverell Shire Council may by notice in writing served upon XXXX forthwith terminate this MOU.
- Either party may terminate this agreement by giving one (1) months notice in writing to the other party.
- Upon termination of this MOU, XXXX will promptly remove all equipment from the premises and in default Inverell Shire Council will be entitled to remove the equipment and recover the cost of removal from XXXX. Whatever Inverell Shire Council or any person authorised by it will do under this clause will be deemed to be done with the full authority of and as agent for and at the risk in all respects of XXXX.

DEFAULT

XXXX fails to perform any other of XXXX's obligations under this MOU for 30 days after Inverell Shire Council gives XXXX written notice of XXXX's default; then and in any of such event Inverell Shire Council will be entitled by written notice to XXXX to immediately determine this MOU.

OPTION

If XXXX wishes to have the Option and strictly complies with the below requirements of the option, then, provided XXXX has also duly exercised the option to renew contained in the MOU, Inverell Shire Council will grant a new MOU to XXXX on the terms set out in this MOU.

If XXXX wishes to have the Option MOU, XXXX will:

- give written notice to Inverell Shire Council not more than 6 Months and not less than 2 Months before the terminating date set out in the MOU under Termination,
- not be in breach of any notice given by Inverell Shire Council under this MOU, unless such default has been waived or remedied

The Option will be on the same terms as this MOU except:

- the commencing date will be the Option commencing date;
- the terminating date will be the Option terminating date.

NO ASSIGNMENT OR TRANSFER

This MOU may not be assigned or transferred to another party

NOTICES

A notice or other communication required or permitted to be given by one party to another must be in writing and:

- delivered personally; or
- sent by pre-paid mail to the address of the addressee specified in this MOU; or
- sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.

A notice or other communication is taken to have been given (unless otherwise proved):

- if mailed, on the fifth Business Day after posting; or
- if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

A party may change its address for service by giving notice of that change in writing to the other parties.

WAIVER OR VARIATION

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude:

- its future exercise; or
- the exercise of any other power or right.
- The variation or waiver of a provision of this MOU or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

GOVERNING LAW AND JURISDICTION

This MOU is governed by the laws of Australia and New South Wales.

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

FURTHER ASSURANCE

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this MOU.

COUNTERPARTS

This MOU may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the MOU will be the date on which it is executed by the last party.

WHOLE AGREEMENT

In relation to the subject matter of this MOU:

- this MOU is the whole agreement between the parties; and
- this MOU supersedes all oral and written communications by or on behalf of any of the parties.

NO RELIANCE ON WARRANTIES AND REPRESENTATIONS

In entering into this MOU, each party:

- has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this MOU made by any person; and
- has relied entirely on its own enquiries in relation to the subject matter of this MOU.
- This clause does not apply to warranties and representations that this MOU expressly sets out.

SEVERANCE

If any part of this MOU is invalid or unenforceable, this MOU does not include it. The remainder of this MOU continues in full force.

NO MERGER

Nothing in this MOU merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

CONSENTS AND APPROVALS

Where this MOU gives any party a right or power to consent or approve in relation to a matter under this MOU, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

WORK HEALTH AND SAFETY

XXXX shall ensure that they comply fully with the requirements of the Work Health and Safety Act, 2011. Prior to occupation of the Premises XXXX shall undertake a 'Risk Assessment' of the Premises to ensure the Premises are safe for the conduct of their activities and supply a copy of the 'Risk Assessment' to Inverell Shire Council. XXXX will promptly report any matter requiring attention to Inverell Shire Council and ensure that no unsafe activities are carried out at the Premises.

INSURANCE

Each partner shall maintain its own public liability and workers compensation insurance and any other insurance necessary to successfully deliver this project for the duration of the MOU.

COMMUNICATION AND EXCHANGE OF INFORMATION

All communications, written, electronic and verbal are to be treated as commercial in confidence and all parties acknowledge that all information in relation to the collaborative project and this MOU shall be treated as commercial in confidence between them.

In the event that any commercial in confidence information is required to be disclosed to any other person then the party seeking to disclose the information will obtain Inverell Shire Council's written agreement before disclosure is made to any other person not involved in this project.

LOGO, CORPORATE IMAGE AND TRADEMARKS

No party may use the logo, corporate image or trademark of the other party, or make press releases or other public announcements unless agreed in writing by the parties for joint marketing, promotional or sponsorship purposes.

INTELLECTUAL PROPERTY RIGHTS

Any intellectual property developed in the course of or for the purposes of this MOU remains the property of Inverell Shire Council.

SETTLEMENT OF DISPUTES

- (a) If any dispute arises at any time between the parties to any matter in connection with this MOU then either party shall give notice in writing of such dispute to the other party.

Memorandum of Understanding – Inverell Shire Council and Xxxx

- (b) Both parties Senior Management Representatives will provide mediation for the parties to make all reasonable attempts to negotiate and settle the dispute within 14 days after the delivery of the written notice.
- (c) At the expiration of 14 days after delivery of such notice unless such dispute shall have been settled, the General Manager of Inverell Shire Council will make the final determination.
- (d) Each Party must bear its own costs in respect of meetings (including attending such meetings) and of attending to matters arising from the meetings which would require their attention or action.

REVIEW AND TERMINATION

This MOU will be reviewed annually or as required to ensure it continues to meet the needs of all parties. Its terms may be varied by mutual agreement in response to changes in either party's requirements, legislative and policy changes, changes in business processes or other significant factors impacting on the performance of either party during the MOU.

The parties shall meet in a mutually convenient location when reasonably required, when either party makes a written request to the other party to meet giving at least 14 days notice of the purpose, time and location for any intermediate meetings.

Either party may terminate this MOU by giving one (1) month's notice of termination in writing to the other party.

GENERAL

No action taken in signing this MOU shall be used as a means to transfer liability in any form from one party to the other unless agreed between the parties. In the event that any of the objectives described in this MOU cannot be achieved, for any reason, temporarily or permanently, the affected party shall give written notice to the other party describing the actions taken to achieve the objective and the outcome. The parties shall determine between them the impact on the project and the steps to be taken by either party to ensure the completion of the project.

Memorandum of Understanding – Inverell Shire Council and Xxxx

SCHEDULE

Premises:

The Linking Together Centre facilities as identified in Appendix a for the provision of community focused services.

Term:

Commencing on DATE and terminating on DATE.

Option:

Commencing on DATE and terminating on DATE.

Encumbrance:

To be determined

Current Tenants:

XXXX agree to honour current tenant agreement with the following tenants:

- To be determined
- To be determined

Exclusive Possession:

XXXX shall be granted Exclusive Rights to the LTC facilities, excluding the encumbrance and existing agreements with current tenants.

Memorandum of Understanding – Inverell Shire Council and Xxxx

EFFECTIVE DATES AND SIGNATURES

INVERELL SHIRE COUNCIL

Signature and date _____ / ____ / ____

Name (print) Mr Paul J Henry PSM

Position General Manager

Witness

Name (print) _____

Position _____

Signature and date _____ / ____ / ____

XXXX

Signature and date _____ / ____ / ____

Name (print) _____

Position _____

Witness

Name (print) _____

Position _____

Signature and date _____ / ____ / ____

APPENDIX A

The area identified is all land and buildings within the purple line boundary. This includes 23 Waratah Avenue, the Demountable Building, 5 Wattle Place, the Mentor Shed, Carpark and the land within the area indicated.

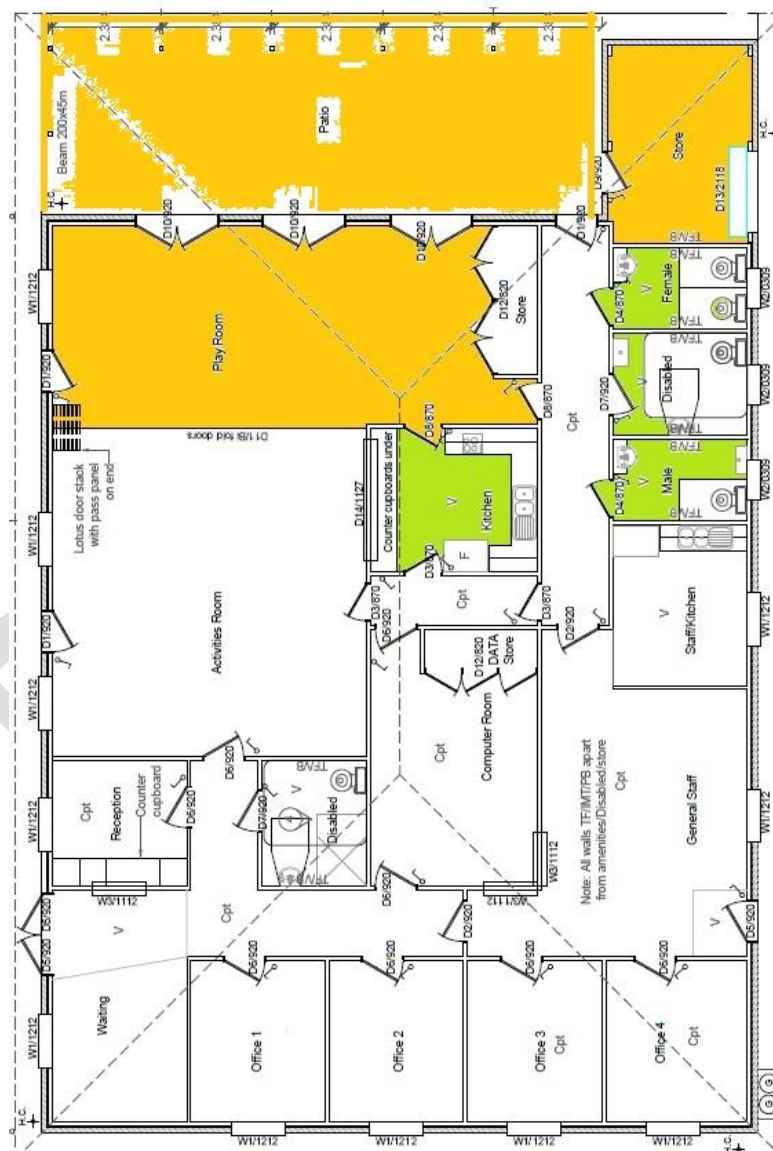


Memorandum of Understanding – Inverell Shire Council and XXXX

LEGEND

Orange – Playgroup Area

Green – Shared Area



6 INFORMATION REPORTS

6.1 UPDATE - 2023 RALE RASIC JOEYS MINI WORLD CUP

File Number: S26.3.21 / 23/29421

Author: Peter Caddey, Manager Administrative and Marketing Services

SUMMARY:

A meeting was held on Thursday, 31st August with Mr Heinrich Haussler and Mr James Sweeney for the purpose of updating Council on the progress of the Rale Rasic Joeys Mini World Cup (RRJMWc). Mr Paul Pay, Director of Corporate and Economic Services and Mr Peter Caddey, Manager Administrative and Marketing Services were in attendance. Council is asked to receive this report for information.

COMMENTARY:

An update meeting was held on Thursday 31st August with Mr Heinrich Haussler and Mr James Sweeney regarding the progress of the Rale Rasic Joeys Mini World Cup.

This was the first opportunity to meet with Mr Haussler since his return from Germany.

Mr Haussler provided information detailing the current nominations for the event to be held in Inverell later this month. At the time of the meeting, seventeen (17) teams had confirmed their attendance, with another team expected to confirm.

The breakup of divisions is as follows:

- Under 10s – Six (6) teams.
- Under 14s – Seven (7) teams, with the possibility of eight.
- Under 19s – Four (4) teams.

There have been several individual player nominations, all of which will be placed in a team(s) by tournament organisers.

NIAS has been contacted and have indicated they will participate with at least two (2) teams. Mr Haussler is seeking a meeting with NIAS to incorporate their teams into the RRJMWc next year as part of their football program.

Discussions have also been held with Tenterfield.

Organisers expect nominations to reach thirty (30) teams by the time the tournament commences.

Promotional Football Camps

Two (2) successful football camps have been held to promote the RRJMWc. The first was held in Kempsey and the second held in Inverell.

The Kempsey camp delivered a team to compete in the Under 10s division.

Inverell FC will field five (5) teams across the above divisions.

Mr Haussler aired his frustration that no team nominations have been received to date from Tamworth, Armidale, Glen Innes and Moree.

International Guest

Mr Paul Reichelt, Goalkeeper Coach with German Club Locomotive Leipzig, will be attending this year's event. Mr Reichelt will be in charge of player selections and is also guest speaker on Presentation Night. During his stay, organisers will be producing a video on Goalkeeper Coaching.

2024 Event

Mr Haussler has begun forward planning for the 2024 RRJMWc. Mr Paul Reichelt, in conjunction with Bundesliga coach Jens Kiefer will deliver the 2024 German Football Tour in the East of

Germany. Mr Reichelt will join with former Bundesliga player and National Women's Coach Petra Hauser and her husband Joerg Schemberg to continue the tour in the Dortmund area. He will then finish the tour in Southwest Germany partnering with Mr Stefan Ruchel from Schmeltz FC.

This will enable Mr Haussler to remain in Australia and concentrate on growing and delivering the RRJMWC tournament.

A final pre-tournament meeting will be held with the organisers of the event on the 14th of September.

ATTACHMENTS:

Nil

6.2 RURAL RECOVERY SUPPORT SERVICE

File Number: S14.18.6/16 / 23/29569

Author: Paul Henry, General Manager

SUMMARY:

The Rural Recovery Support Service seeks to raise its profile within our community. Details of the service are provided below for the information of Council.

COMMENTARY:

The Department of Regional NSQ has established a 'Rural Recovery Support Service' to assist primary producers to deal with flood related matters.

The service sets up a single point of contact for primary producers to assist with the following:

- Prepare and work through grant applications through the NSW Government Rural Assistance Authority (RAA)
- Find the right technical advice
- Access workshops and information on key recovery topics
- Connect with industry experts
- Navigate government systems and regulations to resolve complex issues involving multiple agencies
- Link to a range of personal, health, business and financial services (e.g., RAMHP, RFCS, DPI, LLS and RAA)

The Department seeks Council's assistance to publicise the service.

Ms Pippy Donaldson has been appointed to service the Narrabri, Moree, Gwydir, Walgett, Brewarrina and Inverell local government areas. Ms Donaldson is based in Narrabri.

Contact can be arranged through the Department of Primary Industry website.

ATTACHMENTS:

Nil

7 GOVERNANCE REPORTS

7.1 GOVERNANCE - MONTHLY INVESTMENT REPORT

File Number: S12.12.2 / 23/29964

Author: Robert Kimmince, Manager Financial Services

SUMMARY:

To report the balance of investments held as at 31 August, 2023.

RECOMMENDATION:

The Committee recommends 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.*

COMMENTARY:

Contained within this report are the following items that highlight Council's Investment Portfolio performance for the month to 31 August, 2023 and an update of the investment environment:

- (a) Council's Investments as at 31 August, 2023;
- (b) Council Investments by Fund as at 31 August, 2023;
- (c) Interest – Budgeted vs. Actual;
- (d) Investment Portfolio Performance;
- (e) Investment Commentary; and
- (f) Certification – Responsible Accounting Officer.

A) Council Investments as at 31 August, 2023

Term Deposit Investment Group											
Investment	Borrower	FUND	Rating	Interest Frequency	Purchase Date	Last Coupon Date	Maturity Date	Current Yield	Principal Value	Current value	term (days)
23/19	AMP BANK	General	BBB+	Maturity	07-Dec-22	07-Dec-22	07-Sep-23	4.35%	2,000,000	2,000,000	274
23/03	Bank of Queensland	General	BBB+	Quarterly	13-Sep-22	12-Jun-23	13-Sep-23	4.09%	1,000,000	1,000,000	365
23/04	National Australia Bank	General	AA-	Maturity	13-Sep-22	13-Sep-22	13-Sep-23	4.10%	2,000,000	2,000,000	365
23/05	National Australia Bank	General	AA-	Maturity	13-Sep-22	13-Sep-22	13-Sep-23	4.10%	2,000,000	2,000,000	365
23/06	Westpac Bank	Water	AA-	Quarterly	19-Sep-22	20-Jun-23	19-Sep-23	4.33%	1,000,000	1,000,000	365
23/08	Westpac Bank	Sewer	AA-	Quarterly	20-Sep-22	20-Jun-23	20-Sep-23	4.32%	1,000,000	1,000,000	365
23/44	Hume Bank	General		Maturity	28-Jun-23	28-Jun-23	28-Sep-23	5.30%	1,000,000	1,000,000	92
23/27	Bank of Queensland	General	BBB+	Maturity	29-Mar-23	29-Mar-23	29-Sep-23	4.60%	2,000,000	2,000,000	184
23/12	Suncorp	Sewer	A	Maturity	05-Oct-22	05-Oct-22	05-Oct-23	4.33%	1,500,000	1,500,000	365
23/10	AMP BANK	General	BBB+	Maturity	05-Oct-22	05-Oct-22	05-Oct-23	4.30%	2,000,000	2,000,000	365
22/09	National Australia Bank	General	AA-	Annually	06-Oct-21	06-Oct-22	06-Oct-23	0.64%	1,000,000	1,000,000	730
23/13	Westpac Bank	General	AA-	Quarterly	19-Oct-22	19-Jul-23	19-Oct-23	4.43%	2,000,000	2,000,000	365
22/10	Westpac Bank	General	AA-	Quarterly	25-Oct-21	25-Jul-23	25-Oct-23	0.91%	2,000,000	2,000,000	730
22/11	Westpac Bank	General	AA-	Quarterly	25-Nov-21	25-Aug-23	27-Nov-23	1.28%	1,000,000	1,000,000	732
22/28	AMP BANK	General	BBB+	Maturity	27-May-22	27-May-22	27-Nov-23	3.30%	2,000,000	2,000,000	549
23/17	AMP Bank	Water	BBB	Annually	25-Nov-22	25-Nov-22	27-Nov-23	4.60%	1,000,000	1,000,000	367
22/27	Australian Unity Bank	General	BBB	Annually	26-May-22	05-May-23	27-Nov-23	3.50%	1,000,000	1,000,000	550
23/33	Bank of Queensland	General		Maturity	29-May-23	29-May-23	29-Nov-23	5.01%	1,500,000	1,500,000	184
22/15	ICBC - Industrial and Com	General	A	Annually	02-Dec-21	02-Dec-22	04-Dec-23	1.36%	2,000,000	2,000,000	732
22/16	ICBC - Industrial and Com	General	A	Annually	02-Dec-21	02-Dec-22	04-Dec-23	1.36%	2,000,000	2,000,000	732
22/17	ICBC - Industrial and Com	Water	A	Annually	02-Dec-21	02-Dec-22	04-Dec-23	1.36%	1,000,000	1,000,000	732
23/18	Bank of Sydney	General	NR	Annually	07-Dec-22	07-Dec-22	07-Dec-23	4.60%	2,000,000	2,000,000	365
23/42	Hume Bank	General		Maturity	28-Jun-23	28-Jun-23	28-Dec-23	5.65%	2,000,000	2,000,000	183
23/35	Australian Military Bank	General		Maturity	29-May-23	29-May-23	29-Dec-23	5.05%	2,000,000	2,000,000	214
23/20	ING Bank	General	A	Annually	23-Jan-23	23-Jan-23	23-Jan-24	4.50%	1,500,000	1,500,000	365
23/25	Bank of Sydney	General	Unrated	Quarterly	24-Mar-23	06-Jul-23	24-Jan-24	4.70%	2,000,000	2,000,000	306
23/28	BoQ	General	BBB	Annually	19-Apr-23	19-Apr-23	19-Jan-24	4.70%	2,000,000	2,000,000	275
23/21	Commonwealth Bank	Sewer	AA	Annually	27-Feb-23	27-Feb-23	27-Feb-24	5.06%	2,000,000	2,000,000	365
23/36	Bendigo & Adelaide	General	BBB	Maturity	31-May-23	31-May-23	29-Feb-24	5.00%	1,500,000	1,500,000	274
22/20	MyState Bank	General	BBB	Maturity	02-Mar-22	02-Mar-22	04-Mar-24	1.70%	2,000,000	2,000,000	733
22/21	Bank of Queensland	General	BBB+	Quarterly	02-Mar-22	01-Jun-23	04-Mar-24	1.70%	1,000,000	1,000,000	733
23/22	AMP BANK	General	BBB+	Annually	20-Mar-23	20-Mar-23	20-Mar-24	4.80%	1,000,000	1,000,000	366
23/23	Bank of Sydney	Water	BBB+	Maturity	20-Mar-23	20-Mar-23	20-Mar-24	4.85%	1,500,000	1,500,000	366
21/11	ICBC - Industrial and Com	Water	A	Annually	26-Mar-21	27-Mar-23	26-Mar-24	0.82%	2,000,000	2,000,000	1096
23/43	MyState Bank	General		Maturity	28-Jun-23	28-Jun-23	28-Mar-24	5.60%	2,000,000	2,000,000	274
23/37	Suncorp	General	A+	Maturity	31-May-23	31-May-23	30-Apr-24	4.96%	2,000,000	2,000,000	335
23/31	AMP BANK	General	BBB+	Annually	25-May-23	25-May-23	27-May-24	5.15%	1,000,000	1,000,000	368
23/38	ING Bank	General	A	Maturity	31-May-23	31-May-23	30-May-24	5.10%	1,500,000	1,500,000	365
23/32	AMP BANK	General	BBB+	Annually	25-May-23	25-May-23	27-May-24	5.15%	1,000,000	1,000,000	368
23/39	Suncorp	Sewer	A	Maturity	07-Jun-23	07-Jun-23	07-Jun-24	5.26%	1,000,000	1,000,000	366
23/40	Australian Unity Bank	General	BBB+	Annually	20-Jun-23	20-Jun-23	20-Jun-24	5.60%	1,500,000	1,500,000	366
23/45	National Australia Bank	Water	AA-	Annually	29-Jun-23	29-Jun-23	28-Jun-24	5.45%	2,000,000	2,000,000	365
23/41	National Australia Bank	Water	AA-	Annually	28-Jun-23	28-Jun-23	28-Jun-24	5.55%	1,000,000	1,000,000	366
24/02	Bank of Sydney	General	Unrated	Annually	27-Jul-23	27-Jul-23	29-Jul-24	5.45%	2,000,000	2,000,000	368
24/01	AMP BANK	General	BBB	Annually	27-Jul-23	27-Jul-23	29-Jul-24	5.55%	2,000,000	2,000,000	368
24/04	Police Credit Union	General	Unrated	Maturity	08-Aug-23	08-Aug-23	08-Aug-24	5.35%	1,000,000	1,000,000	366
22/03	National Australia Bank	General	AA-	Annually	27-Aug-21	28-Aug-23	27-Aug-24	0.85%	2,000,000	2,000,000	1096
24/05	National Australia Bank	General	AA-	Maturity	29-Aug-23	29-Aug-23	29-Aug-24	5.24%	1,500,000	1,500,000	366
23/11	ING Bank	General	A	Quarterly	05-Oct-22	06-Jul-23	08-Oct-24	4.75%	2,000,000	2,000,000	734
24/03	Police Credit Union	General	Unrated	Maturity	04-Aug-23	04-Aug-23	06-Aug-24	5.35%	1,000,000	1,000,000	368
23/26	Auswide Bank	General	BBB	Monthly	24-Mar-23	24-Aug-23	24-Mar-25	4.80%	1,000,000	1,000,000	731
23/24	Auswide Bank	Water	BBB	Monthly	24-Mar-23	24-Aug-23	24-Mar-25	4.80%	1,000,000	1,000,000	731
21/13	ICBC - Industrial and Com	Water	A	Annually	27-May-21	27-May-23	27-May-26	1.40%	1,000,000	1,000,000	1826
21/14	ICBC - Industrial and Com	Sewer	A	Annually	27-May-21	27-May-23	27-May-26	1.40%	1,000,000	1,000,000	1826
21/15	ICBC - Industrial and Com	General	A	Annually	27-May-21	27-May-23	27-May-26	1.40%	1,000,000	1,000,000	1826
23/29	Police Credit Union	Water	Unrated	Maturity	08-May-23	08-May-23	08-May-24	4.85%	1,000,000	1,000,000	366
23/30	Police Credit Union	General	Unrated	Maturity	08-May-23	08-May-23	08-May-24	4.85%	1,000,000	1,000,000	366
								TOTALS	86,000,000	86,000,000	

Cash Deposit Accounts											
As at Date	Borrower	FUND	Rating		Purchase Date	Last Coupon Date	Maturity Date	Current Yield	Value at beg year	Current value	Term
31/8/23	Commonwealth Bank	General	A		9/11/2020			0.00%		1,194.89	
31/8/23	Macquarie Bank	General	AA-	Monthly	9/11/2020	31/05/2023		3.90%	2,086,371	2,093,396.01	
31/8/23	Macquarie Bank	Water	AA-	Monthly	9/11/2020	31/05/2024		3.90%	2,588,269	2,596,983.75	
31/8/23	Macquarie Bank	Sewer	AA-	Monthly	9/11/2020	31/05/2025		3.90%	1,551,712	1,556,936.77	
Sub Total - Cash Deposit Accounts									-	6,248,511	-

B) Council Investments by Fund 31 August, 2023

Portfolio by Fund	31/07/2023	31/08/2023
General Fund	\$68,094,591	\$69,094,591
Water Fund	\$15,096,984	\$15,096,984
Sewer Fund	\$8,056,937	\$8,056,937
TOTAL	\$91,248,511	\$92,248,511

Council's investment portfolio increased by \$1,000,000 during August 2023. This was in respect of normal cash flow movements for receipts collected and payments made during August 2023.

Interest – Budgeted verses Actual Result to Date

	Ledger	2023/2024 Budget \$	Actuals to Date \$	Accrued Interest to Date \$	TOTAL \$
General Fund	128820	884,000.00	164,511.27	217,156.75	381,668.02
Water Fund	812350	182,000.00	8,021.92	45,305.53	53,327.45
Sewer Fund	906320	130,000.00	-	27,723.76	27,723.76
TOTAL		1,196,000.00	172,533.19	290,186.04	462,719.23

Term deposit interest rates have improved recently with a 12-month term deposit now yielding 4-80 – 5.20%. Given our strong investment balances, Council is expected to exceed interest revenue targets in 2023/2024. This additional interest received during 2023/2024 will be allocated to special projects during 2024/2025.

C) Investment Portfolio Performance

Investment Portfolio Return		Benchmarks		
	% pa	RBA Cash Rate	Aus Bond Bank Bill	11am Cash Rate
Benchmark as at 31/07/2023		4.10%	4.13%	4.10%
Term Deposits	4.01%			
Cash Deposit Accounts	3.90%			
180 Day Call Account	0.00%			
Floating Rate Notes	0.00%			

D) Investment Commentary

Council's investment portfolio is currently underperforming when compared to the above benchmarking indexes. The portfolio's underperformance is expected to be temporary given the relatively high level of turnover (approximately one-quarter of the deposit portfolio is maturing within the next 6 months).

Council's investment portfolio of \$92.2M is almost entirely invested in fixed term deposits. Overall, the portfolio is highly liquid, highly rated and short-dated from a counterparty perspective.

Certification – Responsible Accounting Officer

I Paul Pay, 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.

RISK ASSESSMENT:

Nil

POLICY IMPLICATIONS:

Nil

CHIEF FINANCIAL OFFICERS COMMENT:

Council's term deposit portfolio was yielding 4.04% p.a. at month-end, with a weighted average duration of around 192 days or 6.4 months. Council is well positioned to take advantage of increasing term deposit rates as investments mature.

LEGAL IMPLICATIONS:

Nil

ATTACHMENTS:

Nil