



## **ORDINARY COUNCIL MEETING**

# **AGENDA**

**16 AUGUST 2022**

Notice is hereby given, in accordance with the provisions of the Local Government Act 1993 that an **ORDINARY MEETING of ORANGE CITY COUNCIL** will be held in the **COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE** on **Tuesday, 16 August 2022** commencing at **6.30PM**.

David Waddell

**CHIEF EXECUTIVE OFFICER**

For apologies please contact Administration on 6393 8106.

## AGENDA

### EVACUATION PROCEDURE

In the event of an emergency, the building may be evacuated. You will be required to vacate the building by the rear entrance and gather at the breezeway between the Library and Art Gallery buildings. This is Council's designated emergency muster point. Under no circumstances is anyone permitted to re-enter the building until the all clear has been given and the area deemed safe by authorised personnel. In the event of an evacuation, a member of Council staff will assist any member of the public with a disability to vacate the building.

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## **1 INTRODUCTION**

### **1.1 APOLOGIES AND LEAVE OF ABSENCE**

### **1.2 LIVESTREAMING AND RECORDING**

This Council Meeting is being livestreamed and recorded. By speaking at the Council Meeting you agree to being livestreamed and recorded. Please ensure that if and when you speak at this Council Meeting that you ensure you are respectful to others and use appropriate language at all times. Orange City Council accepts no liability for any defamatory or offensive remarks or gestures made during the course of this Council Meeting. A recording will be made for administrative purposes and will be available to Councillors.

### **1.3 ACKNOWLEDGEMENT OF COUNTRY**

I would like to acknowledge the Traditional Custodians of the land on which we meet today, the people of the Wiradjuri Nation. I pay my respects to Elders past and present, and extend those respects to Aboriginal Peoples of Orange and surrounds, and Aboriginal people here with us today.

### **1.4 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS**

The provisions of Chapter 14 of the Local Government Act, 1993 (the Act) regulate the way in which Councillors and designated staff of Council conduct themselves to ensure that there is no conflict between their private interests and their public role.

The Act prescribes that where a member of Council (or a Committee of Council) has a direct or indirect financial (pecuniary) interest in a matter to be considered at a meeting of the Council (or Committee), that interest must be disclosed as soon as practicable after the start of the meeting and the reasons given for declaring such interest.

As members are aware, the provisions of the Local Government Act restrict any member who has declared a pecuniary interest in any matter from participating in the discussion or voting on that matter, and requires that member to vacate the Chamber.

Council's Code of Conduct provides that if members have a non-pecuniary conflict of interest, the nature of the conflict must be disclosed. The Code of Conduct also provides for a number of ways in which a member may manage non pecuniary conflicts of interest.

### **RECOMMENDATION**

It is recommended that Councillors now disclose any conflicts of interest in matters under consideration by the Council at this meeting.

### **1.5 OPENING PRAYER**

### **COUNCIL MEETING ADJOURNS FOR THE CONDUCT OF THE OPEN FORUM**

### **COUNCIL MEETING RESUMES**



**2 MAYORAL MINUTES**

Nil

**3 CONFIRMATION OF MINUTES OF PREVIOUS MEETING**

**RECOMMENDATION**

That the Minutes of the Ordinary Meeting of Orange City Council held on 2 August 2022 (copies of which were circulated to all members) be and are hereby confirmed as a true and accurate records of the proceedings of the Council meeting held on 2 August 2022.

**ATTACHMENTS**

- 1 Minutes of the Ordinary Meeting of Orange City Council held on 2 August 2022

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# ORANGE CITY COUNCIL

## MINUTES OF THE

## ORDINARY COUNCIL MEETING

HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE

ON 2 AUGUST 2022

COMMENCING AT 6.30PM

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### 1 INTRODUCTION

#### ATTENDANCE

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Cr J Hamling (Mayor), Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power (Deputy Mayor), Cr J Whitton

Director Corporate and Commercial Services, Director Development Services, Director Community, Recreation and Cultural Services (A/Chief Executive Officer), Director Technical Services, Manager Corporate Governance, Executive Support Officer

#### 1.1 APOLOGIES

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Nil

#### 1.2 LIVESTREAMING AND RECORDING

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The Mayor advised that the meeting was being livestreamed and recorded.

#### 1.3 WELCOME TO COUNTRY

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Uncle Neil Ingram, Wiradjuri Elder conducted a Welcome to Country.

#### 1.4 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

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Cr Kinghorne declared a Significant Non-Pecuniary Interest in Item 2.3 of the Planning and Development Committee - Development Application DA 406/2021(1) – 267,293 and 297 Ploughmans Lane as her husband's business has undertaken environmental testing on this site.

Cr Whitton declared a Significant Pecuniary Interest in Item 2.1 of the Employment and Economic Development Policy Committee – Minutes of the Economic Development Community Committee meeting held 13 July 2022 as he is an owner of an Air BnB in the city.

Cr Hamling declared a Significant Non-Pecuniary Interest in Item 2.2 of the Finance Policy Committee – Additional Information – Teach Learn Grow's Application for Funding (Small Donations and Grants – Round 4) as family members are staff of Glenroi Public School.

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### 1.5 OPENING PRAYER

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Rosie Aguila of Orange Buddhist Centre led the Council in Prayer.

**THE MAYOR DECLARED THE ORDINARY MEETING OF COUNCIL ADJOURNED FOR THE CONDUCT OF THE OPEN FORUM AT 6.36PM**

**PDC Item 2.3 - Development Application DA 406/2021(1) – 267,293 and 297 Ploughmans Lane**

- Cyril Smith

**Item 4.3 - Notice of Motion – Recognition of Wiradjuri Country.**

- Uncle Neil, Wiradjuri Elder
- Euan Greer

**THE MAYOR DECLARED THE ORDINARY MEETING OF COUNCIL RESUMED AT 6.48PM**

## 2 MAYORAL MINUTES

Nil

## 3 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

**RESOLVED - 22/293**

**Cr S Peterson/Cr F Kinghorne**

That the Minutes of the Ordinary Meeting of Orange City Council held on 19 July 2022 (copies of which were circulated to all members) be and are hereby confirmed as a true and accurate record of the proceedings of the Council meeting held on 19 July 2022.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**THE MAYOR DECLARED THE ORDINARY MEETING OF COUNCIL ADJOURNED FOR THE CONDUCT OF THE POLICY COMMITTEE MEETINGS AT 6.48PM**

**THE MAYOR DECLARED THE ORDINARY MEETING OF COUNCIL RESUMED AT 7.38PM**

## 4 NOTICES OF MOTION/NOTICES OF RESCISSION

### 4.1 NOTICE OF MOTION - SLEEPBUS INITIATIVE

TRIM REFERENCE: 2022/1276

**RESOLVED - 22/304****Cr J Evans/Cr T Greenhalgh**

That Council resolves:

- 1 To formulate a Working Party and a strategic plan with Sleepbus.org for the implementation of a Sleepbus service.
- 2 That Council engage with local businesses and fund-raising organisations to secure financial and in-kind assistance for the annual up-keep of the Sleepbus service.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

### 4.2 NOTICE OF MOTION - BINS4BLOKES

TRIM REFERENCE: 2022/1323

**RESOLVED - 22/305****Cr T Greenhalgh/Cr M McDonell**

That Orange City Council resolves to support the BINS4Blokes initiative in our community by installing incontinence bins in male public toilet facilities and encouraging other local business to do the same by promoting the campaign on our social media platforms.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

Cr Duffy asked if this would require a budget submission.

*The Acting Chief Executive Officer advised it will need a budget submission through the Quarterly review.*

Cr Mallard asked what funding options would be available.

*The Acting Chief Executive Officer advised this information will be brought back to Council.*

### 4.3 NOTICE OF MOTION - RECOGNITION OF WIRADJURI COUNTRY

TRIM REFERENCE: 2022/1342

**RESOLVED - 22/306****Cr G Power/Cr D Mallard**

- 1 That Council include "Wiradjuri Country" in its addresses.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

Cr Mileto sought clarification around the changing of stationery and a phasing in period as a new supply would need to be budgeted for prior to changing.

*The Acting Chief Executive Officer advised it is Council's intent to utilise existing printed stationery first. Electronically, the change can be done immediately with a small administrative cost and change.*

#### **4.3 NOTICE OF MOTION - RECOGNITION OF WIRADJURI COUNTRY**

##### **MOTION**

- 2 That Council supports the dual naming of Mt Canobolas to include its name in Wiradjuri language of Gaanha-Bula, should an application be lodged to the Geographical Names Board by OLALC.

##### **AMENDMENT**

- 2 That Council defers this item to allow for public consultation.

For: Cr K Duffy, Cr T Mileto

Against: Cr J Hamling, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr J Whitton

Absent: Nil

##### **THE AMENDMENT ON BEING PUT WAS LOST**

##### **THE MOTION ON BEING PUT WAS CARRIED**

##### **RESOLVED - 22/307**

**Cr G Power/Cr D Mallard**

#### **4.3 NOTICE OF MOTION - RECOGNITION OF WIRADJURI COUNTRY**

- 2 That Council supports the dual naming of Mt Canobolas to include its name in Wiradjuri language of Gaanha-Bula, should an application be lodged to the Geographical Names Board by OLALC.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

Cr Mileto asked if the Geographical Names Board seeks community input and exhibition for these applications or consider feedback.

*The Acting Chief Executive Officer advised no, this is not their process.*

**4.4 NOTICE OF MOTION - MENTAL HEALTH**

TRIM REFERENCE: 2022/1365

**RESOLVED - 22/308****Cr G Floyd/Cr T Greenhalgh**

That Council resolves to:

- 1 Facilitate the addition to its website of a Mental Health page that contains a detailed list of Mental Health providers in the Orange LGA. Including details of services provided, emergency contacts, website addresses and details of nationally recognised bodies such as, Beyond Blue, Headspace, Lifeline etc if applicable.
- 2 Report to the chamber, costings and viability of such an upgrade to the website.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

Cr Peterson asked who is responsible for updating the information on mental health services.

*The Acting Chief Executive Officer advised the Public Health Network is in the process of providing information for access for all as well as the body of work around keeping information up to date.*

**4.5 NOTICE OF MOTION - WIFI IN THE CBD**

TRIM REFERENCE: 2022/1433

**RESOLVED - 22/309****Cr S Peterson/Cr J Hamling**

That Council be provided with a report as to costs and feasibility of free Wi-Fi being made available in the Orange CBD.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

Cr Mileto asked where Council currently provides Wi-Fi and how we promote this for users to access the free Wi-Fi\_\_33.

*The Director Corporate Commercial Services advised there is signage on and in Council buildings such as the Library.*

**4.6 NOTICE OF MOTION - UNINHABITED GOVERNMENT OWNED RESIDENTIAL DWELLINGS**

TRIM REFERENCE: 2022/1471

**RESOLVED - 22/310****Cr F Kinghorne/Cr M McDonell**

That Council Staff conduct an audit on the number and type of uninhabited Government owned residential dwellings in Orange and seek to determine the reasons for the lack of occupancy.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**5 GENERAL REPORTS****5.1 DEVELOPMENT APPLICATION DA 121/2021(1) - (8.2 REVIEW OF DETERMINATION) - 46 KITE STREET**

TRIM REFERENCE: 2022/1396

**RESOLVED - 22/311****Cr J Whitton/Cr D Mallard**

That Council resolves:

- 1 That pursuant to Section 8.2 of the Environmental Planning and Assessment Act, 1979, Review of Development Application DA 121/2021(1) be supported;
- 2 That pursuant to Section 8.4 of the Environmental Planning and Assessment Act, 1979, Council's Refusal Notice of Determination dated 27 July 2021 of Development Application DA 121/2021(1) for Carport Alterations (replace gate with roller door) at Lot 1 DP 84714, 46 Kite Street, Orange be changed; and
- 3 Council consents to Development Application DA 121/2021(1) for Dwelling house (external building, carport, and fencing alterations) at Lot 1 DP 84714, 46 Kite Street, Orange pursuant to the conditions of consent in the attached Notice of Determination.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

Cr Kinghorne asked if the original problem around the idea of the roller door has been addressed now as this looked to be the issue in the submissions for the application.

*The Director Development Services advised yes, submissions concerns were addressed.*

**5.2 2022 LGNSW ANNUAL CONFERENCE - COUNCILLOR ATTENDANCE/MOTIONS**

TRIM REFERENCE: 2022/1296

**RESOLVED - 22/312****Cr K Duffy/Cr J Whitton**

That Council resolves:

- 1 To select Cr Whitton, Cr McDonell, Cr Kinghorne, Cr Mallard, Cr Floyd and Cr Duffy to attend the LGNSW Annual Conference from 23-25 October 2022
- 2 That from those Councillors attending, Council selects Cr Whitton, Cr McDonell and Cr Kinghorne to be voting delegates.
- 3 That Councillors raise any motion(s) they wish to have included in the LGNSW Annual Conference by providing the motion(s) in writing to the Manager Executive Support by no later than 5pm Friday 5 August 2022 for inclusion in the next Council Meeting of 16 August 2022 for adoption before submission.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**5.3 PROGRESS REPORT - OPERATIONAL PLAN 2021/2022 (DELIVERY PLAN YEAR 4) - SIX MONTHS FROM 1 JANUARY 2022 TO 30 JUNE 2022**

TRIM REFERENCE: 2022/1440

**RESOLVED - 22/313****Cr J Whitton/Cr G Floyd**

That the Progress Report - Operational Plan 2021/2022 (Delivery Program Year 4) – Six Months from 1 January 2022 to 30 June 2022 be noted.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**5.4 REGISTER OF DELEGATIONS - COUNCIL AND THE CHIEF EXECUTIVE OFFICER**

TRIM REFERENCE: 2021/1467

**RESOLVED - 22/314****Cr J Whitton/Cr J Evans**

That the Register of Delegations, as updated in July 2022, be adopted.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil



**5.5 WAIVING OF FEES - PUBLIC AMENITY**

TRIM REFERENCE: 2022/1414

**RESOLVED - 22/315****Cr D Mallard/Cr T Greenhalgh**

That Council resolves:

- 1 That Council waive the S64 Fees payable by Orange Waratahs Sports Club Limited for DA 114/2016(4) for the construction of public toilets and change room in the amount of \$ \$20,985.60 ex GST.
- 2 That Council confirms that resolution 21/433 to waive the S64 Fees payable by Orange Waratahs Sports Club Limited for DA 114/2016(3) is replaced by this resolution to waive the S64 Fees payable by Orange Waratahs Sports Club Limited for DA 114/2016(4) for the construction of public toilets and change room in the amount of \$20,394.23 ex GST.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**6 CLOSED MEETING**

In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2005, in the opinion of the General Manager, the following business is of a kind as referred to in Section 10A(2) of the Act, and should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

In response to a question from the Mayor, the Chief Executive Officer advised that no written submissions had been received relating to any item listed for consideration by the Closed Meeting of Council.

The Mayor extended an invitation to any member of the public present at the meeting to make a presentation to the Council as to whether the meeting should be closed for a particular item.

**RESOLVED - 22/316****Cr D Mallard/Cr T Greenhalgh**

That Council adjourn into a Closed Meeting and members of the press and public be excluded from the Closed Meeting, and access to the correspondence and reports relating to the items considered during the course of the Closed Meeting be withheld unless declassified by separate resolution. This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

**6.1 Tenders for Clergate Road Upgrade Stage 2**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

**6.2 Submission Redactions 2 August 2022**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (e) information that would, if disclosed, prejudice the maintenance of law.

The Mayor declared the Ordinary Meeting of Council adjourned for the conduct of the Closed Meeting at 8.32pm.

The Mayor declared the Ordinary Meeting of Council resumed at 8.33pm.

## 7 RESOLUTIONS FROM CLOSED MEETING

The Chief Executive Officer read out the following resolutions made in the Closed Meeting of Council.

### 6.1 TENDERS FOR CLERGATE ROAD UPGRADE STAGE 2

TRIM REFERENCE: 2022/1328

**RESOLVED - 22/317****Cr K Duffy/Cr J Whitton**

That Council resolves to:

- 1 Not accept any of the tenders for the Clergate Road Upgrade Stage 2; and
- 2 Invite fresh tenders based on a revised scope of works.
- 3 Pre-purchase precast concrete drainage elements for the project.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

### 6.2 SUBMISSION REDACTIONS 2 AUGUST 2022

TRIM REFERENCE: 2022/1436

**RESOLVED - 22/318****Cr M McDonell/Cr F Kinghorne**

That the information in this report be acknowledged.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

### THE MEETING CLOSED AT 8.35PM

This is Page Number 15 and the Final Page of the Minutes of the Ordinary Meeting of Orange City Council held on 2 August 2022.

**4 NOTICES OF MOTION/NOTICES OF RESCISSION**

Nil

## **5 GENERAL REPORTS**

### **5.1 RECOMMENDATIONS AND RESOLUTIONS FROM POLICY COMMITTEES**

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RECORD NUMBER: 2022/1311

AUTHOR: Janessa Constantine, Manager Corporate Governance

#### **EXECUTIVE SUMMARY**

Council's Policy Committees (Planning and Development Committee, Employment and Economic Development Policy Committee, Infrastructure Policy Committee, Sport and Recreation Policy Committee, Environmental Sustainability Policy Committee, Finance Policy Committee and Services Policy Committee) have delegation to determine matters before those Committees with the exception of items that impact on Council's Delivery/Operational Plan.

This report provides minutes of the Policy Committees held this month. Resolutions made by the Committees are presented for adoption or amendment by Council.

#### **LINK TO DELIVERY/OPERATIONAL PLAN**

The recommendation in this report relates to the Delivery/Operational Plan strategy "17.1. Provide representative, responsible and accountable community governance".

#### **FINANCIAL IMPLICATIONS**

Nil

#### **POLICY AND GOVERNANCE IMPLICATIONS**

Nil

#### **RECOMMENDATION**

That Council resolves:

- 1 That the Minutes of the Planning & Development Policy Committee at its meeting held on 2 August 2022 be and are hereby confirmed as a true and accurate record of the proceedings.**
- 2 That the Minutes of the Employment and Economic Development Policy Committee at its meeting held on 2 August 2022 be and are hereby confirmed as a true and accurate record of the proceedings.**
- 3 That the Minutes of the Infrastructure Policy Committee at its meeting held on 2 August 2022 be and are hereby confirmed as a true and accurate record of the proceedings.**
- 4 That the Minutes of the Environmental Sustainability Policy Committee at its meeting held on 2 August 2022 be and are hereby confirmed as a true and accurate record of the proceedings.**
- 5 That the Minutes of the Finance Policy Committee at its meeting held on 2 August 2022 be and are hereby confirmed as a true and accurate record of the proceedings.**
- 6 That the Minutes of the Services Policy Committee at its meeting held on 2 August 2022 be and are hereby confirmed as a true and accurate record of the proceedings.**

**FURTHER CONSIDERATIONS**

Consideration has been given to the recommendation's impact on Council's service delivery; image and reputation; political; environmental; health and safety; employees; stakeholders and project management; and no further implications or risks have been identified.

**SUPPORTING INFORMATION****Planning and Development Policy Committee**

At the Planning and Development Policy Committee meeting held on 2 August 2022, all resolutions were made under delegation, and the minutes are presented for adoption.

**Employment and Economic Development Policy Committee**

At the Employment and Economic Development Policy Committee meeting held on 2 August 2022, all resolutions were made under delegation, and the minutes are presented for adoption.

**Infrastructure Policy Committee**

At the Infrastructure Policy Committee meeting held on 2 August 2022, all resolutions were made under delegation, and the minutes are presented for adoption.

**Environmental Sustainability Policy Committee**

At the Environmental Sustainability Policy Committee meeting held on 2 August 2022, all resolutions were made under delegation, and the minutes are presented for adoption.

**Finance Policy Committee**

At the Finance Policy Committee meeting held on 2 August 2022, all resolutions were made under delegation, and the minutes are presented for adoption.

**Services Policy Committee**

At the Services Policy Committee meeting held on 2 August 2022, all resolutions were made under delegation, and the minutes are presented for adoption.

**ATTACHMENTS**

- 1 PDC 2 August 2022 Minutes, 2022/1532[↓](#)
- 2 EEDPC 2 August 2022 Minutes, 2022/1533[↓](#)
- 3 IPC 2 August 2022 Minutes, 2022/1534[↓](#)
- 4 ESPC 2 August 2022 Minutes, 2022/1535[↓](#)
- 5 FPC 2 August 2022 Minutes, 2022/1536[↓](#)
- 6 SPC 2 August 2022 Minutes, 2022/1537[↓](#)

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## ORANGE CITY COUNCIL

### MINUTES OF THE

## PLANNING AND DEVELOPMENT COMMITTEE

HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE

ON 2 AUGUST 2022

COMMENCING AT 6.48PM

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## 1 INTRODUCTION

### ATTENDANCE

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Cr J Whitton (Chairperson), Cr J Hamling (Mayor), Cr G Power (Deputy Mayor), Cr D Mallard, Cr K Duffy, Cr M McDonell, Cr T Mileto, Cr G Floyd, Cr S Peterson, Cr T Greenhalgh, Cr F Kinghorne, Cr J Evans

Director Corporate and Commercial Services, Director Development Services, Director Community, Recreation and Cultural Services (A/Chief Executive Officer), Director Technical Services, Manager Corporate Governance, Executive Support Officer

### APOLOGIES AND LEAVE OF ABSENCE

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Nil

### 1.1 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

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Cr Kinghorne declared a Significant Non-Pecuniary Interest in Item 2.3 Development Application DA 406/2021(1) – 267,293 and 297 Ploughmans Lane as her husband's business has undertaken environmental testing on this site.

## 2 GENERAL REPORTS

### 2.1 ITEMS APPROVED UNDER THE DELEGATED AUTHORITY OF COUNCIL

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TRIM REFERENCE: 2022/1199

#### RESOLVED - 22/294

Cr K Duffy/Cr M McDonell

That Council resolves to acknowledge the information provided in the report by the Manager Development Assessments on Items Approved Under the Delegated Authority of Council.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

## MINUTES OF PLANNING AND DEVELOPMENT COMMITTEE

2 AUGUST 2022

**2.2 DEVELOPMENT APPLICATION DA 346/2021(1) - 4633 MITCHELL HIGHWAY**

TRIM REFERENCE: 2022/1363

**RESOLVED - 22/295****Cr D Mallard/Cr T Greenhalgh**

That Council refuses development application DA346/2021(1) for Demolition (tree removal) at Lot 1 DP 171953, 4633 Mitchell Highway, Lucknow for the following reasons:

- 1 No Arboricultural evidence has been submitted to substantiate that the tree has a structural weakness or that a failure may occur.
- 2 Damage to the concrete footpath from the front property boundary to the front patio is negligible.
- 3 There is no evidence to show that tree roots have egressed beneath the patio or house foundations.
- 4 Tree removal will have an undesirable impact on the heritage significance of this neighbourhood in the Lucknow Heritage Conservation Area.
- 5 Tree removal will have adverse visual impacts on the streetscape.
- 6 Tree removal will have adverse impacts on the landscape setting in the locality.

For: Cr J Hamling, Cr J Evans, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonnell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Cr K Duffy, Cr G Floyd

Absent: Nil

Cr Mileto asked if the applicant responded by due date.

*The Director Development Services advised the applicant has submitted some information, however was requested to provide an engineering report and arborist details, which have not been provided.*

**2.3 DEVELOPMENT APPLICATION DA 406/2021(1) - 267, 293 AND 297 PLOUGHMANS LANE**

TRIM REFERENCE: 2022/1401

Cr Kinghorne declared a Significant Non-Pecuniary Interest in this item as her husband's business has undertaken environmental testing on this site, left the chamber and did not participate in discussion or voting on this item.

**RESOLVED - 22/296****Cr J Evans/Cr J Hamling**

That Council consents to development application DA 406/2021(1) for Subdivision (22 lot Torrens Title and public reserve), Demolition (outbuildings) and tree removal at Lots 4, 3 and 2 DP 733452 - 267, 293 and 297 Ploughmans Lane, Orange, pursuant to the conditions of consent in the attached Notice of Approval.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr D Mallard, Cr M McDonnell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Cr F Kinghorne



**MINUTES OF PLANNING AND DEVELOPMENT COMMITTEE****2 AUGUST 2022**

Cr McDonnell sought clarification that the idea of redesign was to protect the flying fox population and keep them where they are and asked if interest level of people who live in the area had been consulted.

*The Director Development Services advised there are conditions of consent. The applicant provided a specialist report regarding the flying fox protections. A Covenant will be on the land notifying future owners of the flying fox population and any potential issues when building.*

Cr Mileto asked if there will be sufficient surface area/groundwater for the Flying foxes as they usually inhabit water areas.

*The Director of Development Services advised he was not aware of a requirement for having to add more onsite stormwater retention, however with dam being retained is an available water source.*

Cr Evans asked in regards to flood plain management and if there is requirement for buildings to be built above flood risk level to mitigate risk.

*The Director Development Services advised under Council's Subdivision and Drainage Code there is a requirement for new residential allotments to be constructed above flood level. This application was also referred to the Natural Resource Regulator and feedback included in the assessment and consent.*

Cr Mallard referred to submissions stating the least number of trees to be removed and sought clarification that there is nothing in place to enforce protection of trees at this time.

*The Director Development Services advised there is a small number of native trees identified for removal. Council staff tree removal in accordance with the adopted master plan for this area and consider the proposed removal of trees is reasonable. Staff have negotiated with the owner to give Council additional open space land. This is a positive impact for the community.*

Cr Mallard sought clarification on protection of the Flying Fox population regarding the trees on the West side of the dam that will be removed then replaced and if there is a mechanism to retain these until new plantings can provide habitat.

*The Director Development Services advised from assessment, those trees are not used by the flying foxes a lot, the removal of them will encourage the flying foxes to concentrate in the main trees, making a slight buffer between trees and houses. The applicant will be requested to only remove the trees on the dam after the establishment of other vegetation or at the completion of subdivision works.*

**THE MEETING CLOSED AT 7.02PM**

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## **ORANGE CITY COUNCIL**

### **MINUTES OF THE EMPLOYMENT AND ECONOMIC DEVELOPMENT POLICY COMMITTEE**

**HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE**

**ON 2 AUGUST 2022**

**COMMENCING AT 7.02PM**

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## **1 INTRODUCTION**

### **ATTENDANCE**

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Cr T Mileto (Chairperson), Cr J Hamling (Mayor), Cr G Power (Deputy Mayor), Cr K Duffy, Cr D Mallard, Cr J Evans, Cr M McDonell, Cr G Floyd, Cr T Greenhalgh, Cr S Peterson, Cr F Kinghorne, Cr J Whitton

Director Corporate and Commercial Services, Director Development Services, Director Community, Recreation and Cultural Services, Director Technical Services, Manager Corporate Governance, Executive Support Officer

### **APOLOGIES AND LEAVE OF ABSENCE**

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Nil

### **1.1 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS**

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Cr Whitton declared a Significant Pecuniary Interest in Item 2.1 as he is an owner of an Air BnB in the city.

**MINUTES OF EMPLOYMENT AND ECONOMIC DEVELOPMENT POLICY COMMITTEE** **2**  
**AUGUST 2022**

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**2 COMMITTEE MINUTES****2.1 MINUTES OF THE ECONOMIC DEVELOPMENT COMMUNITY COMMITTEE MEETING  
HELD 13 JULY 2022**

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TRIM REFERENCE: 2022/1367

Cr Whitton declared a Significant Pecuniary Interest in Item 2.1 as he is an owner of an Air BnB in the city, left the chamber and did not participate in discussion or voting on this item.

**RESOLVED - 22/297****Cr K Duffy/Cr G Floyd**

- 1 That Council acknowledge the reports presented to the Economic Development Community Committee at its meeting held on 13 July 2022.
- 2 That the minutes of the Economic Development Community Committee meeting held on 13 July 2022 be adopted.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power

Against: Nil

Absent: Cr J Whitton

Cr Kinghorne sought information of Air BnB's and that they have to be registered as a business to advertise on booking platforms and asked if they pay business rates or residential rates.

*The Director Corporate and Commercial Services advised BnB's pay residential rates, which is standard practice across NSW.*

**THE MEETING CLOSED AT 7.07PM.**

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## ORANGE CITY COUNCIL

### MINUTES OF THE

### INFRASTRUCTURE POLICY COMMITTEE

HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE

ON 2 AUGUST 2022

COMMENCING AT 7.08PM

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## 1 INTRODUCTION

### ATTENDANCE

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Cr J Evans (Chairperson), Cr J Hamling (Mayor), Cr G Power (Deputy Mayor), Cr D Mallard, Cr K Duffy, Cr M McDonell, Cr T Mileto, Cr G Floyd, Cr S Peterson, Cr T Greenhalgh, Cr F Kinghorne, Cr J Whitton

Director Corporate and Commercial Services, Director Development Services, Director Community, Recreation and Cultural Services, Director Technical Services, Manager Corporate Governance, Executive Support Officer

### APOLOGIES AND LEAVE OF ABSENCE

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Nil

### 1.1 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

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Nil

## 2 GENERAL REPORTS

### 2.1 CURRENT WORKS

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TRIM REFERENCE: 2022/1402

#### RESOLVED - 22/298

Cr D Mallard/Cr G Floyd

That the information provided in the report on Current Works be acknowledged.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**MINUTES OF INFRASTRUCTURE POLICY COMMITTEE****2 AUGUST 2022**

Cr Evans asked regarding Rutherford Road being built by the developer and not making it to half its life expectancy and asked who is liable for repairs.

*The Director Technical Services advised it is Council and for a road to reach its design life it relies on good investigation, good design, good materials and good construction techniques. While construction techniques were thoroughly checked there was no catch all test for quality in all steps. From 2017, a Benkelman Beam Deflection test was introduced to ensure the standard of road is reached. If one thing in the steps goes wrong, then the road fails the test, and it is not passed until repaired. There is a 12-month defect period for new developments.*

Cr McDonell sought more information on the process of prioritising footpaths particularly where some areas are having footpaths renewed or installed on both sides of street where other areas have none at all.

*The Director Technical Services advised high use areas close to the CBD or schools are preferred to have footpaths both sides of the road. Council often gets requests for both sides, but it does not always mean this will happen. Council prioritise paths based on use and demand.*

Cr McDonell noted some areas have not had footpaths for ten years and asked how we can advocate for those areas.

*The Director Development Services advised new areas have contributions for footpaths and Council put new footpaths in after they are built. Shiralee developers are required to instal them as it is developed. There are Mechanisms under The Local Government Act to charge 50% cost to landowner this is something we currently do not do however it is available if Council wished to extend its footpath budget further.*

Cr Greenhalgh noted there was nothing programmed for five years on Rutherford Road and asked if there was a backup plan.

*The Director Technical Services advised the road will always be maintained, potholes filled, crack sealing, something to extend life of pavement where appropriate but there is limited road funding.*

Cr Greenhalgh asked where the public could find information on 'condition 8'.

*The Director Technical Services advised the Asset Management Plans are available on the Council website.*

**THE MEETING CLOSED AT 7.19PM**



## MINUTES OF ENVIRONMENTAL SUSTAINABILITY POLICY COMMITTEE

2 AUGUST 2022

**2 COMMITTEE MINUTES****2.1 MINUTES OF THE COMPANION ANIMALS COMMUNITY COMMITTEE HELD ON 7 JULY 2022**

TRIM REFERENCE: 2022/1370

**RESOLVED - 22/299****Cr T Greenhalgh/Cr M McDonell**

- 1 That Council acknowledge the reports presented to the Companion Animals Community Committee at its meeting held on 7 July 2022.
- 2 That Council determine recommendations {3.3 and 3.4} from the minutes of the Companion Animals Community Committee meeting of 7 July 2022.
  - 3.3.1 *That Council allocate \$10,000 to desexing programs in the financial year for concession card holders. Additional advertising of this project is required.*
  - 3.3.2 *That Council include in the plans for Gateway Park on Bathurst Road an area to accommodate the needs of travellers with pets.*
  - 3.3.3 *That off leash dog exercise areas continue to be constructed as needed in new subdivision localities.*
  - 3.3.4 *That Council provide a dog waste bin and bag dispenser to be place at the Spring Hill Recreation Ground at the request of the Spring Hill Community Committee.*
  - 3.4 *That Council include responsible Pet Ownership brochures in new residents' packs.*
- 3 That the remainder of the minutes of the Companion Animals Community Committee at its meeting held on 7 July 2022 be adopted.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**MATTER ARISING****Cr T Mileto**

Cr Mileto noted the lack of water dishes at base of bubblers and requested that an audit be conducted on parks, sporting fields and off leash areas for them to be installed and brought back to Council for consideration.

**MATTER ARISING****Cr J Evans**

Cr Evans asked if costings could be reviewed for signage with a bin/bag disposal set up where people walk their dogs at the Springs walk near Shiralee Estate and that a report be provided to Council for consideration.

**THE MEETING CLOSED AT 7.27PM**

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## ORANGE CITY COUNCIL

### MINUTES OF THE

### FINANCE POLICY COMMITTEE

HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE

ON 2 AUGUST 2022

COMMENCING AT 7.27PM

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## 1 INTRODUCTION

### ATTENDANCE

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Cr K Duffy (Chairperson), Cr J Hamling (Mayor), Cr G Power (Deputy Mayor), Cr D Mallard, Cr M McDonell, Cr J Evans, Cr T Mileto, Cr G Floyd, Cr S Peterson, Cr T Greenhalgh, Cr F Kinghorne, Cr J Whitton

Director Corporate and Commercial Services, Director Development Services, Director Community, Recreation and Cultural Services (A/Chief Executive Officer), Director Technical Services, Manager Corporate Governance, Executive Support Officer

### APOLOGIES AND LEAVE OF ABSENCE

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Nil

### 1.1 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

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Cr Hamling declared a Significant Non-Pecuniary Interest in Item 2.2 as a family members is a staff member of Glenroi Public School.

## 2 GENERAL REPORTS

### 2.1 EVENT SPONSORSHIP - APPLICATION FOR CONSIDERATION

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TRIM REFERENCE: 2022/1194

#### RESOLVED - 22/300

Cr J Hamling/Cr T Greenhalgh

That Council considers providing \$10,000 in sponsorship to The Australian National Field Days to be held on the 20-22<sup>nd</sup> October 2022.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil



**MINUTES OF FINANCE POLICY COMMITTEE****2 AUGUST 2022**

Cr Mileto asked if funding allocated to the field days that did not proceed covid was held over or whether it was exhausted.

*The Director Corporate Commercial Services advised the application and decision made, however the funding was never provided because of covid and event did not go ahead. This is a new application.*

**QUESTION TAKEN ON NOTICE****Cr J Whitton**

Cr Whitton asked if Cabonne Council contributes to the field days.

**QUESTION TAKEN ON NOTICE****Cr F Kinghorne**

Cr Kinghorne noted a lot of the amount is allocated to getting data from exhibitors and attendees from the field days which is very expensive and asked if we are paying for the right to the data.

**QUESTION TAKEN ON NOTICE****Cr J Evans**

Cr Evans asked if the site fees for the field days would be in kind support and therefore deducted from the funding request.

## **2.2 ADDITIONAL INFORMATION - TEACH LEARN GROW'S APPLICATION FOR FUNDING (SMALL DONATIONS AND GRANTS - ROUND 4)**

TRIM REFERENCE: 2022/1415

Cr Hamling declared a Significant Non-Pecuniary Interest in this item as a family members is a staff member of Glenroi Public School, left the chamber and did not participate in discussion or voting on this item.

**RESOLVED - 22/301****Cr D Mallard/Cr M McDonell**

That Council approves the application for a donation of \$2, 000 to support the Teach Learn Grow program at Glenroi Heights Public School.

For: Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Cr J Hamling

**MATTER ARISING****Cr K Duffy**

Cr Duffy requested a report be provided to Council on the Carl Sharpe Cricket Centre and fees paid by ODCA prior to Council's resolution to change fees and charges on 19 April 2022 (resolution 22/121).

**THE MEETING CLOSED AT 7.36PM**

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## ORANGE CITY COUNCIL

### MINUTES OF THE

### SERVICES POLICY COMMITTEE

HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE

ON 2 AUGUST 2022

COMMENCING AT 7.36PM

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## 1 INTRODUCTION

### ATTENDANCE

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Cr M McDonell (Chairperson), Cr J Hamling (Mayor), Cr G Power (Deputy Mayor), Cr K Duffy, Cr D Mallard, Cr J Evans, Cr T Mileto, Cr G Floyd, Cr T Greenhalgh, Cr S Peterson, Cr F Kinghorne, Cr J Whitton

Director Corporate and Commercial Services, Director Development Services, Director Community, Recreation and Cultural Services (A/ Chief Executive Officer), Director Technical Services, Manager Corporate Governance, Executive Support Officer

### APOLOGIES AND LEAVE OF ABSENCE

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Nil

### 1.1 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

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Nil

## 2 COMMITTEE MINUTES

### 2.1 MINUTES OF THE COMMUNITY SAFETY AND CRIME PREVENTION COMMITTEE MEETING HELD ON 23 MAY 2022

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TRIM REFERENCE: 2022/1224

#### RESOLVED - 22/302

Cr T Mileto/Cr G Floyd

- 1 That Council acknowledges the reports presented to the Community Safety and Crime Prevention Committee meeting held on 23 May 2022.
- 2 That the minutes of the Community Safety and Crime Prevention Committee meeting held on 23 May 2022 be adopted.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**MINUTES OF SERVICES POLICY COMMITTEE****2 AUGUST 2022**

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**2.2 MINUTES OF THE NAIDOC WEEK COMMUNITY COMMITTEE HELD 2 JUNE 2022**

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TRIM REFERENCE: 2022/1260

**RESOLVED - 22/303****Cr D Mallard/Cr J Hamling**

- 1 That Council acknowledge the reports presented to the NAIDOC Week Community Committee at its meeting held on 2 June 2022.
- 2 That the minutes of the NAIDOC Week Community Committee at its meeting held on 2 June 2022 be adopted.

For: Cr J Hamling, Cr K Duffy, Cr J Evans, Cr G Floyd, Cr T Greenhalgh, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr T Mileto, Cr S Peterson, Cr G Power, Cr J Whitton

Against: Nil

Absent: Nil

**THE MEETING CLOSED AT 7.37PM.**



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**5.2 BUSINESS ENTERPRISE CENTRE - CENTRAL NSW LIMITED CONSTITUTION CHANGE**

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RECORD NUMBER: 2022/1441

AUTHOR: Lea Dally, Executive Support Officer

**EXECUTIVE SUMMARY**

Central NSW Business HQ (Business Enterprise Centre – Central NSW Limited) held a Special Meeting in May of 2022 to consider and vote on proposed changes to their Constitution. CEO, David Waddell and Deputy Mayor, Cr Gerald Power, attended this meeting.

The proposed changes included:

- General changes to wording in the Constitution
- Establishing a new Membership Class and
- Amendment to Council Rights

**LINK TO DELIVERY/OPERATIONAL PLAN**

The recommendation in this report relates to the Delivery/Operational Plan strategy “17.1. Provide representative, responsible and accountable community governance”.

**FINANCIAL IMPLICATIONS**

NIL

**POLICY AND GOVERNANCE IMPLICATIONS**

NIL

**RECOMMENDATION**

That Council resolves to:

- 1 **Support the amendments to the Business Enterprise Centre – Central NSW limited (known as Biz HQ) to:**
  - a) **Establish a new membership class entitled “General Membership”**
  - b) **Amend Council Rights to be non-voting members.**
- 2 **Acknowledge the resignation of the CEO and Deputy Mayor as Directors of the Board of the Business Enterprise Centre – Central NSW limited effective 23 May 2022.**

**FURTHER CONSIDERATIONS**

Consideration has been given to the recommendation’s impact on Council’s service delivery; image and reputation; political; environmental; health and safety; employees; stakeholders and project management; and no further implications or risks have been identified.

**SUPPORTING INFORMATION**

CEO, David Waddell and Deputy Mayor, Councillor Gerald Power have since tendered their resignations as Directors of the Board of the Business Enterprise Centre – Central NSW limited.

Orange City Council will not be entitled to appoint Directors to the Board and will have non-voting membership.

If Councillors would like to be members on the Board, they are able to apply under the General Membership Class.

**ATTACHMENTS**

- 1 Biz HQ Minutes - Special Members Meeting - Amendments to Constitution - 22 May 2022, D22/43732 [↓](#)



## Minutes for Special Members Meeting: Proposed Amendments to the Constitution

### Business Enterprise Centre - Central NSW Limited

Held at 1/34 Sale Street Orange NSW 2800

19/05/2022 @ 11:00

A Special Members Meeting to consider and vote on proposed changes to the Business Enterprise Centre - Central NSW Limited Constitution

#### No. Minutes

#### 1. Attendance & Opening

**In Attendance:** Chair/Director Gary Norton; Member Bradley Byrnes (Cabonne Council); Member Ross Earl (Blayney Shire Council); Member David Waddell (Orange City Council); Director David Ironside; Director Christie Roser; Director Gerald Power; Deputy Chair/Director Donna Galvin; Director Ben Chiarella; Observer Georgia Lush; Observer Nicholas Leslie; CEO Ryan Watson.

**Apologies:** Ian Davison

**Quorum:** Achieved

**Opening:** Gary Norton (Chair) declared open the Special Members Meeting

#### 2. Notices and Attachments

[2.A Notice of Special Members Meeting Proposed Amendments the Constitution - 21 April 2022.pdf](#)

[2.B Recommended Amended Constitution - V2\\_March\\_2022.docx](#)

#### 3. Proposed Amendment to the Constitution - General Changes

Motion: That the Business Enterprise Centre - Central NSW Limited amends its Constitution in respect of the words and paragraphs as highlighted in the attached "Recommended Amended Constitution - V2\_March\_2022"

Moved: Bradley Byrnes

Seconded: David Waddell

Carried: The Motion is carried

#### 4. Proposed Amendment to the Constitution - Establish a New Membership Class

Motion: That the Business Enterprise Centre - Central NSW Limited amends its Constitution to create a new membership class entitled "General Members" who have full voting rights.

Moved: Ross Earl



Seconded: David Waddell

Carried: The Motion is carried

#### 5. Proposed Amendment to the Constitution - Amendments to Council Rights

Motion: That the Orange City Council, Cabonne Shire Council and Blayney Shire Council consent to the amendments pursuant to which they as Members no longer have voting rights and also removal of their entitlement to appoint Directors.

Moved: David Waddell

Seconded: Bradley Byrnes

Carried: The Motion is carried

#### 6. Proposed Amendment to the Constitution - General Membership Applications

##### [6.A BHQ-Membership-Application-Form.pdf](#)

Motion: That the applications for General Membership be approved for: Ian Davison; Christie Roser; David Ironside; Donna Galvin; Georgia Lush; Ben Chiarella; and Gary Norton.

Moved: Bradley Byrnes

Seconded: David Waddell

Carried: The Motion is carried.

#### 7. Meeting Close

Gary Norton (Chair) thanked the three founding Council Members for their contribution to BHQ spanning thirty years and declared the Special Members Meeting closed.

##### Actions #7

(In Progress) Review minutes for meeting Proposed Amendment to Constitution

**Gary Norton**



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**5.3 PROPOSED RECYCLING GATE FEE INCREASE AND NEW VISY SUPPLY AGREEMENT INCLUDING DEED OF VARIATION OF FORMAL INSTRUMENT OF AGREEMENT - WASTE COLLECTION AND RECYCLING PROCESSING SERVICES**

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RECORD NUMBER: 2022/1469

AUTHOR: Wayne Davis, Manager Waste Services and Technical Support

**EXECUTIVE SUMMARY**

Participating NetWaste Councils received notice of a recycling gate fee increase via JR Richards and Sons (Council Recycling Collection Contractor) in correspondence via email dated 14 April 2022. Visy Recycling has issued JR Richards and Sons a new Supply Agreement to commence 1<sup>st</sup> July 2022, with a recycling processing fee of \$107 (excluding GST) per tonne moving from an existing agreement of \$105 (excluding GST) per tonne gate fee. In addition to the proposed increase in processing gate fee for recyclables, Clause 14 of the Supply Agreement advises that 100% of the Container Deposit Scheme (CDS) revenue will continue to be retained by Visy Recycling for the 9 Councils involved in the Visy Supply Agreement which are:

Bathurst Regional Council	Blayney Shire Council
Cabonne Council	Dubbo Regional Council
Forbes Shire Council	Lachlan Shire Council
Narromine Shire Council	Orange City Council
Parkes Shire Council	

All Councils have officially notified the EPA via their CDS Refund Sharing Agreement Notification Form stating that there is no Refund Sharing Agreement in place. Councils and JR Richards & Sons have since reviewed the draft Supply Agreement and have advised changes, with JR Richards & Sons contacting Visy Recycling in writing and noting the following changes (Visy draft supply agreement review from 14 June 2022):

- New Supply Agreement term from 1 July 2022 to 12 April 2026.
- All waste contamination charges have been removed from the agreement.
- Gate increase fee to \$107 + GST.
- If Council removes the Hazardous Materials, then the Council must pay Visy Recycling the handling fee per load (this reference has been removed).
- Random samples must be mutually agreed in Contamination Audits – costs shared between Visy and Council (this reference to the sample audit procedure has been removed).
- Whilst Visy have advised that an audit would be very unlikely, they still require a mechanism for negotiation and will be by mutual agreement.
- Council and Visy may share the full cost of the physical audits.

**5.3 Proposed Recycling Gate Fee Increase and New Visy Supply Agreement Including Deed of Variation of Formal Instrument of Agreement - Waste Collection and Recycling Processing Services**

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Councils are satisfied and note the above changes and agree to the following:

- 1 Visy to provide a new 3.75 year Supply Agreement commencing 1 July 2022 with a proposed gate fee of \$107.00 per tonne ex GST allowing CPI over the duration of the contract clearly referencing all NetWaste Councils. No Container Deposit Scheme (CDS) Refund Sharing Agreement (RSA) is required, providing notification to Visy and NSW EPA that there is no RSA, and that Council/s consider this agreement to be fair and reasonable.
- 2 Visy to provide a new draft agreement (Version 3) with said changes in writing for JR Richards & Sons and Council's consideration.
- 3 Preparation of Deeds of Variation for each Council once approval of the Supply Agreement is reached by all parties.

**LINK TO DELIVERY/OPERATIONAL PLAN**

The recommendation in this report relates to the Delivery/Operational Plan strategy "16.1. Work in partnership with other Councils, regional organisations and State and Federal Governments".

**FINANCIAL IMPLICATIONS**

Term and price details are set out in Schedule 1 and 2 from the Supply Agreement below.

**SCHEDULE 1**

<b>CONTRACT DETAILS</b>	
<b>Commencement Date</b>	1 July 2022
<b>Term</b>	<b>3.75 years</b> , expiring 12 April 2026 Extension period: Nil unless mutually agreed in writing.

**SCHEDULE 2****GATE FEE (RECYCLABLE MATERIAL)**

The Supplier will pay Visy Recycling the following Gate Fee (subject to Schedule 3) for the Recyclable Material supplied pursuant to this Agreement:

\$107.00 (plus GST) per tonne of Recyclable Material supplied to and accepted by Visy Recycling. Adjusted annually by CPI in accordance with the mechanism below **(see attached Supply Agreement Schedule 2 – Gate Fee)**.

**POLICY AND GOVERNANCE IMPLICATIONS**

This report requires Council to endorse application of the Seal due to variation of the existing Formal Instrument of Agreement for Waste Collection and Recycling Processing Services.

5.3 Proposed Recycling Gate Fee Increase and New Visy Supply Agreement Including Deed of Variation of Formal Instrument of Agreement - Waste Collection and Recycling Processing Services

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**RECOMMENDATION**

**That Council agrees to accept the proposed increase in gate fee and conditions of the attached Supply Agreement between JR & EG Richards Pty Ltd and Visy Paper Pty Ltd and endorse application of the Council Seal to the attached Second Deed of Variation of Formal Instrument of Agreement – Waste Collection and Recycling Processing Services.**

**FURTHER CONSIDERATIONS**

Consideration has been given to the recommendation's impact on Council's service delivery; image and reputation; political; environmental; health and safety; employees; stakeholders and project management; and no further implications or risks have been identified.

**SUPPORTING INFORMATION**

Deeds of Variation have been prepared by Pikes & Verekers Lawyers to cover the round of changes and accompany the individual Council contracts.

Each participating Council will report the proposed new Supply Agreement to their Council and endorse the necessary preparation of Deed of Variation to the existing domestic waste and recycling contract with JR Richards & Sons.

The current Deeds of Variation have been updated. This increase is based on material changes, however only a CPI increase has been applied in this instance. A full explanation can be found in the Visy Supply Agreement **(see attached Supply Agreement Point 5 – Material change in market conditions)**.

As there are no other current supply options available with Visy Recycling retaining the agreement, this is the best long-term option for each Council in the current recyclables market.

**ATTACHMENTS**

- 1 Final Supply Agreement - Visy and JR Richards - 1 July 2022 to 12 April 2026, D22/34777 [↓](#)
- 2 Orange Second Deed of Variation - Waste Collection and Recycling Processing Services, D22/45050 [↓](#)

**SUPPLY AGREEMENT**

BETWEEN: **VISY PAPER PTY LTD** (trading as Visy Recycling) (ABN 49 984 541 896) of Level 11, 2 Southbank Boulevard, Southbank, Victoria (**Visy Recycling**)

and **J.R. & E.G Richards Pty Ltd** (ACN 000 389 793) ("**Supplier**") of 92–94 Manning Street, Tuncurry NSW 2428 ("**Agreement**").

**Background**

- a. The Visy Group of companies is a manufacturer and supplier of packaging products. Visy Recycling is a division within the Visy Group which collects and acquires recyclable materials and provides recycling processing services.
- b. The Supplier operates a waste management business.
- c. The Supplier provides recycling collection and processing services to the Council pursuant to its Council Arrangements.
- d. The Supplier wishes to exclusively supply the recyclable materials from each Council ("**Council**") as listed in Schedule 1 to Visy Recycling ("**Recyclable Materials**") and procure the Services as described in Schedule 1 from Visy Recycling ("**Services**").
- e. The Supplier has therefore agreed to supply to Visy Recycling, and Visy Recycling has agreed to acquire from the Supplier, the Recyclable Materials received by the Supplier from the Council on the terms and conditions contained in this Agreement.

**Agreement****1. Agreement to Supply**

- 1.1. During the Term of this Agreement, the Supplier will exclusively supply to Visy Recycling, and Visy Recycling will take, all Recyclable Materials collected by the Supplier from the Council pursuant to the Council Arrangements.

**2. Term**

- 2.1. This Agreement will commence on the Commencement Date and continue for the Term, unless terminated earlier in accordance with clause 11.
- 2.2. Subject to clause 2.3, this Agreement is separate and distinct from any other contracts between Visy Recycling and the Supplier for the supply of recyclable materials. This Agreement shall not merge with any other such contracts.
- 2.3. The parties acknowledge and agree that any other contracts relating to the supply of Recyclable Material procured by the Supplier from the Council are expired or, for the avoidance of any doubt, are hereby terminated effective on and from the date prior to the Commencement Date of this Agreement.

**3. Delivery of Recyclable Materials**

- 3.1. The Supplier will at its own cost, deliver the Recyclable Materials to the Visy Recycling Sites detailed in Schedule 1.
- 3.2. Visy Recycling will weigh the Recyclable Materials received and record the origin, weight, grade, type, degree of contamination and time of receipt. The weight, grade, time of receipt and degree of contamination of Recyclable Materials delivered to Visy Recycling under the Agreement will be determined by Visy Recycling in accordance with the procedures set out in this Agreement and will be conclusive and binding on the Supplier.
- 3.3. The Supplier, and its employees, agents and contractors, must comply with all laws and all Visy Recycling policies and procedures notified to the Supplier in writing from time to time, and the reasonable directions of Visy Recycling, when delivering the Recyclable Materials or when otherwise at the Visy Recycling Sites.
- 3.4. During each year of the Term of this Agreement, the Supplier will deliver Recyclable Materials to Visy Recycling's Site(s) in accordance with the opening hours set out in Schedule 1 and otherwise as reasonably directed by Visy Recycling.
- 3.5. Except where Visy refuses or is unable to receive supply of the Recyclable Material, the Supplier is not permitted to retain the Recyclable Materials it obtains from Council for processing by the Supplier nor will it supply any Recyclable Materials to any party other than Visy Recycling.

**4. Price, invoicing and payment**

- 4.1. The Supplier will pay (via tax invoice or recipient created tax invoice issued by Visy Recycling) to Visy Recycling the Gate Fee as set out in Schedule 2 for Recyclable Materials supplied to Visy Recycling under this Agreement. This price is exclusive of GST.
- 4.2. The Supplier will pay to Visy Recycling the Contamination Charges and Compaction Charges (if any) as set out in Schedule 3 with respect to Recyclable Materials supplied to Visy Recycling under this Agreement.
- 4.3. Tax invoices (or recipient created tax invoices) shall be issued by Visy Recycling on a monthly basis in arrears, in respect of the relevant Recyclable Material is supplied to and accepted by Visy Recycling in the immediately preceding month.
- 4.4. Visy Recycling can issue an Adjustment Note with respect to a tax invoice (or RCTI), including to rectify an error in a tax invoice.
- 4.5. Payments of the Gate Fee and Contamination Charges and Compaction Charges (plus applicable GST) are to be made by the Supplier to Visy Recycling within 30 days from the date of the relevant tax invoice.

- 4.6. Visy Recycling reserves the right to review and amend its pricing at any time during the Term upon 30 days written notice to reflect the introduction of or any changes in legislation, regulation or by laws or introduction of levies or charges payable by Visy Recycling in connection with the performance of Visy Recycling's obligations under this Agreement, including in connection with the introduction of a container deposit scheme. Visy Recycling must provide to the Supplier supporting details relevant to any increase under this clause upon request by the Supplier and must participate in a good faith consultation with the Supplier prior to implementing the amendment to pricing.

## 5. Material change in market conditions

- 5.1. Subject to clause 5.4, if a material change in market conditions affecting or in connection with the recycling industry, the recycling services or the availability of commercially viable end markets for recyclable materials, including without limitation requirements relating to the sale, import and export of recyclable materials (**Material Change in Market Conditions**):

- 5.1.1. occurs at any time after the date of this Agreement;
- 5.1.2. causes Visy Recycling to incur more or less cost or more or less revenue under the Agreement; and
- 5.1.3. in Visy Recycling's reasonable opinion necessitates or should be addressed by an increase or decrease in a fee or pricing payable under this Agreement;

then Visy Recycling may issue a written notice to the Supplier (**Proposed Adjustment Notice**) which:

- 5.1.4. describes the relevant Material Change in Market Conditions which Visy Recycling believes has occurred;
- 5.1.5. describes what adjustment Visy Recycling seeks to have made to any fee or pricing payable or receivable under this Agreement to reflect the impact of that Material Change in Market Conditions; and
- 5.1.6. the proposed effective date of the proposed adjustment to pricing.
- 5.2. If the Supplier reasonably objects to the Proposed Adjustment Notice, the Supplier must provide written notice of its reasons for objection (**Objection Notice**).
- 5.3. If the parties cannot reach agreement within 30 days of Visy Recycling issuing the Proposed Adjustment Notice, Visy Recycling may terminate this Agreement upon a further 30 days' written notice to the Supplier.
- 5.4. Despite any provision of this Agreement to the contrary Visy Recycling is not entitled to exercise its rights to issue a Proposed Adjustment Notice pursuant to

this clause within a period of three (3) months from the Commencement Date of this Agreement.

## **6. GST**

- 6.1. For the purposes of this clause "acquisition", "consideration", "GST", "input tax credit", "supply", "taxable supply" and "tax invoice" have the meaning given by section 195-1 of the GST Act.
- 6.2. Except where express provision is made to the contrary, the consideration payable by a party for a taxable supply made by the other party pursuant to this Agreement represents the value of the taxable supply and is expressed exclusive of any GST.
- 6.3. Notwithstanding any other provision of this Agreement, if a party makes a taxable supply in connection with this Agreement (the "supplier"), then the party liable to pay for the taxable supply (the "recipient") must also pay, at the same time and in the same manner as the GST exclusive consideration is otherwise payable, an additional amount equal to the amount of any GST payable in respect of the taxable supply.
- 6.4. Where this Agreement requires the recipient of a taxable supply to make further and additional payments, whether by way of reimbursement or contribution or other payments, for an amount paid or payable by the supplier in respect of an acquisition from a third party for which the supplier is entitled to claim an input tax credit, the additional amount payable by the recipient will be reduced by the amount of the input tax credit and increased by the amount of GST payable by the supplier in respect of the supply.

## **7. Quality**

- 7.1. The Supplier will be responsible for the quality of the Recyclable Materials delivered to the Visy Recycling Sites(s) and must comply with the compaction requirements set out in this Agreement.
- 7.2. Visy Recycling acknowledges that due to the nature of kerbside collections a small amount of contamination may be present in Recyclable Materials. Recyclable Materials which meet Visy Recycling's accepted levels of contamination and compaction as set out in Schedule 3 will be accepted without additional charge however non-compliant Recyclable Materials will incur Contamination Charges and Compaction Charges as per Schedule 3.
- 7.3. Visy Recycling will be entitled to reject any Recyclable Materials or other materials supplied which in its reasonable opinion do not meet the requirements of this Agreement or are in Visy Recycling's reasonable opinion otherwise not fit for recycling as they cannot be viably processed through Visy Recycling's Material Recovery Facilities (MRFs). The Supplier will be required to reimburse Visy Recycling for all disposal costs incurred in disposing of rejected materials in accordance with Schedule 3.
- 7.4. Any dispute over the level of contamination shall be resolved under clause 15.

- 7.5. Visy acknowledges that the Supplier is the collector of the Recyclable Material (and not the producer). Notwithstanding, the Supplier will use reasonable endeavours to minimise the presence of gross contaminant (non-recyclables) and broken glass (caused through loading and compaction) in the Recyclable Material.

## **8. Risk, Title & Responsibilities**

- 8.1. The Supplier acknowledges that its obligations and liabilities to the Council under the Council Arrangements remain with the Supplier and the Supplier remains fully responsible for the performance of its obligations under its Council Arrangements.
- 8.2. The Supplier fully indemnifies and releases and keeps Visy Recycling indemnified against all claims, demands, damage, loss, action, cost or expense brought by Council against Visy Recycling with respect to the performance of Supplier obligations under the Council Arrangements.
- 8.3. The Supplier acknowledges that it has sought any and all relevant approvals and consents from the Council to enter into this Agreement with Visy Recycling.
- 8.4. Property and risk in the Recyclable Materials will pass to Visy Recycling upon delivery to Visy Recycling's Site(s) (subject always to the Supplier's responsibility for the Contamination Charges and Compaction Charges under this Agreement).
- 8.5. The Supplier warrants to Visy Recycling that the Supplier has good title to the Recyclable Materials free and clear from any encumbrances
- 8.6. Visy represents and warrants to the Supplier that it has the requisite site, plant and capacity to accept the Recyclable Materials as contemplated by this Agreement.

## **9. Confidentiality**

The Supplier and Visy Recycling agree that the subject of this Agreement and the terms and conditions contained herein are confidential information of the parties and neither party may disclose such to any third party without the other party's written consent other than the Supplier who may disclose any information relating to this Agreement with the Council for the purposes of Supplier's performance of the Council Arrangements only.

## **10. Operating Days & Times**

- 10.1. Visy Recycling will provide suitable access to the Visy Recycling Site(s) within the Operating Hours as set out in Schedule 1.
- 10.2. The Supplier vehicle access to the Visy Recycling Site(s) will be as set out in Schedule 1.
- 10.3. Visy Recycling will use reasonable endeavours to ensure timely turn around for all vehicles delivering Recyclable Materials to the Visy Recycling Site(s).



- 10.4. Visy Recycling and the Supplier may, by mutual agreement operate and or accept vehicles outside the days and times referred to in this clause 10 and Schedule 1.

## **11. Termination**

- 11.1. Either party may at any time terminate this Agreement by giving notice in writing to the other party if that party defaults and cannot or does not remedy performance or observance of any material provision of this Agreement within 14 days of (or longer period if agreed in writing by both parties) receipt of that notice.
- 11.2. This Agreement shall terminate immediately upon the expiry or termination of the Supplier's contract(s) with Council. To the extent permitted by law, the Supplier must keep Visy Recycling well informed as to the termination date for the Supplier's contract(s) with Council or of any change to the expiry date.
- 11.3. The Supplier must not deliberately do or willfully do anything or fail to do anything which results in the termination of the contracts with Council.

## **12. Force Majeure**

- 12.1. An obligation of a party (other than the obligation to pay money) will be suspended for the period during which the party is prevented from or delayed in complying with that obligation by an event of Force Majeure. At all times the parties must use their best endeavors to comply with the respective obligations under this Agreement, notwithstanding the event of Force Majeure.
- 12.2. If the suspension of the obligations of a party due to an event of Force Majeure continues for a period in excess of 30 days, either party may immediately terminate this Agreement by notice in writing to the other party.
- 12.3. In this clause a **Force Majeure** means a circumstance beyond the reasonable control of a party, including, without limitation, a natural disaster, adverse weather conditions, an act of God, fire, flood, interruption or failure of electricity services, insurrection, civil disorder or military operation, strikes, lockouts or other material industrial dispute of any kind related to the party affected.

## **13. Indemnity**

- 13.1. The Supplier indemnifies Visy Recycling (and its Representatives) in respect of all claims, demands, damage, losses, actions, costs or expenses for which Visy Recycling may be liable, suffer or incur in connection with this Agreement including the Recyclable Materials supplied by the Supplier pursuant to this Agreement or as a result of personal injury, death or property damage due directly to the acts or omissions of the Supplier (or the Supplier's Representatives) in the performance of its obligations under this Agreement or otherwise in connection with this Agreement.
- 13.2. To the maximum extent permitted by law, neither party is liable to the other for

any incidental, indirect, special or consequential loss in connection with this Agreement.

**14. NSW Container Deposit Scheme**

- 14.1. The parties agree that Visy Recycling is entitled to retain all NSW Container Deposit Scheme (CDS) refunds received in respect of recyclable containers supplied under this Agreement and each Council listed in Schedule 1 nor the Supplier will have any claim for a share of any such refunds. The parties acknowledge that the commercial terms and pricing offered by Visy Recycling under this Agreement are offered on the basis that Visy Recycling will receive CDS refunds for such eligible containers it receives under the Agreement.
- 14.2. The Supplier warrants that it has informed each Council listed in Schedule 1 that there will be no sharing of CDS Refunds received for CDS eligible containers supplied to Visy Recycling pursuant to this Agreement and Council may not make any claim for sharing of CDS Refunds between Visy Recycling and Council. The Supplier further warrants that each Council has accepted and agreed to this. If required by Visy Recycling, the Supplier must procure that each of the Councils provide, in a timely manner, notification in the form required by Visy Recycling to the NSW EPA (and Exchange for Change if required) confirming that there is no CDS refund sharing agreement in place between Council and Visy Recycling and Council considers this to be fair and reasonable. The Supplier warrants that each Council is willing and able to provide such notification if required by Visy Recycling.

**15. Dispute resolution**

- 15.1. All disputes between the parties relating to this Agreement or the performance of obligations under this Agreement will be resolved promptly by the parties at site/operational level wherever possible.
- 15.2. Where such disputes are not resolved at a site/operational level within 14 days of a dispute arising, any party may, by written notice to the other, refer the dispute to the respective Chief Executive Officer/Chief Operating Officer (or their nominees) of each party to determine resolution.
- 15.3. Notwithstanding the existence of a dispute, each party will continue to perform their obligation under this Agreement (although this clause will not prevent a party from terminating this Agreement in accordance with its terms).
- 15.4. Where any matter is not resolved by the respective Chief Executive Officer/Chief Operating Officer (or their nominees) within 14 days of reference of the dispute under clause 15.2, a party is free to institute litigation.
- 15.5. Nothing in this clause prevents either party from making an application for interim or interlocutory relief at any time or from exercising any rights it may have under clause 11.

**16. Assignment and subcontracting**

- 16.1. Neither party may assign or purport to assign or subcontract any of its rights under this Agreement without the prior written consent of the other party. The

*Page 7 of 14*

entry into of any subcontract, with or without the other party's consent, will not relieve a party from liability for the performance of any obligations under this Agreement. A party will be responsible for and liable to the other party for all acts and omissions of its subcontractors in connection with this Agreement as if they were acts or omissions of the first party.

## 17. Miscellaneous

- 17.1. This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- 17.2. Except where otherwise stated in this Agreement, this Agreement may only be varied by agreement of both parties in writing.
- 17.3. No waiver of any breach of this Agreement will be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement.
- 17.4. This Agreement is governed by the laws of the State of New South Wales. Each party submits to the jurisdiction of the courts of that State and of any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.
- 17.5. This Agreement may be executed in counterparts. Execution by way of electronic signature and/or exchange of signed contracts by way of scanned email copies will be valid and acceptable.

## 18. Definitions and Interpretation

- 18.1. The following definitions apply in this Agreement:

**"Adjustment Note"** means an Adjustment Note as defined in the GST Act and subsequent rulings.

**"Agreement"** means this agreement and any schedules or annexures to it.

**"Associated Entities"** has the meaning given to that term in the *Corporations Act 2001* (Cth) and **"Associated entities"** has a corresponding meaning;

**"Commencement Date"** means the commencement date specified in Schedule 1.

**"Compaction Charges"** means the compaction charges payable by the Supplier as specified in Schedule 3 of this Agreement.

**"Confidential Information"** means in relation to a party to this Agreement, all business, financial, customer and supplier information relating to that party and the terms of this Agreement and all services, costing and pricing arrangements or other information disclosed under or in connection with this Agreement which would generally or at law be considered to be confidential information.

**"Contamination"** has the meaning set out in in Schedule 3.

**"Contamination Charges"** means the contamination charges payable by the Supplier as specified in Schedule 3 of this Agreement.

**"Contaminated Recyclable Materials"** means Recyclable Materials containing or combined with Contamination.

**"Corporations Act"** means the *Corporations Act 2001* (Cth).

**"Council Arrangements"** means the arrangements or contract(s) between the Supplier and the Council pursuant to which the Supplier procures the Council kerbside Recyclable Materials, which arrangements include the provision of kerbside recyclable material collection and/or processing services by the Supplier to the Council.

**"Gate Fee"** has the meaning set out in Schedule 2.

**"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"Law"** means any enactment, promulgation, execution or ratification of, or any change in or amendment to any laws (or in the application or judicial (or official) interpretation of any laws or introduction of any government policy or standards, including any consent issued under any relevant laws, which occurs in Australia or any other country which affects or concerns the subject matter of this Agreement).

**"RCTI"** means a recipient created tax invoice.

**"Recyclable Materials"** means the materials listed in Schedule 1.

**"Related Body Corporate"** means has the meaning given to that term in the *Corporations Act 2001* (Cth) and **"Related Bodies Corporate"** has a corresponding meaning;

**"Representatives"** means officers, employees, agents, representatives, contractors or subcontractors of the relevant party (and in the case of the Supplier includes its drivers which deliver Recyclable Materials to the Supplier's Sites in accordance with this Agreement).

**"Term"** means the term specified in Schedule 1.

**"Visy Recycling Sites"** has the meaning specified in Schedule 1.

**SCHEDULE 1****CONTRACT DETAILS**

<b>Commencement Date</b>	1 July 2022
<b>Term</b>	Expiring: 12 April 2026.  Extension period: Nil unless mutually agreed in writing.
<b>Recyclable Material</b>	The following recyclable materials sourced by the Supplier from the Agreed Source of Recyclable Material: <ul style="list-style-type: none"> <li>a. recyclable paper and cardboard;</li> <li>b. glass bottles and jars (no ceramics);</li> <li>c. aluminium rigid and semi-rigid packaging;</li> <li>d. PET (1), HDPE (2) and PVC (3) rigid plastic packaging;</li> <li>e. Other rigid plastic packaging including LDPE (4), PP (5), PS (6), other (7);</li> <li>f. Steel rigid packaging, including aerosol cans; and</li> <li>g. Any other commodities as agreed in writing between Visy Recycling and the Supplier from time to time.</li> </ul>
<b>Agreed Source of Recyclable Material</b>	Kerbside collection services under the Supplier's Council Arrangements
<b>Council</b>	Council means each of the individual Councils listed below; Bathurst Regional Council Blayney Shire Council Cabonne Council Dubbo Regional Council Forbes Shire Council Lachlan Shire Council Narromine Shire Council Orange City Council Parkes Shire Council
<b>Visy Recycling Sites</b>	Smithfield MRF  or such other Visy Recycling Sites as agreed between the parties in writing from time to time.
<b>Operating hours and vehicle access (Visy Recycling Sites)</b>	Visy Smithfield MRF: <ul style="list-style-type: none"> <li>• Mon – Fri: 6am to 6pm</li> <li>• Public Holidays: By agreement</li> </ul>

**SCHEDULE 2****GATE FEE (RECYCLABLE MATERIAL)**

The Supplier will pay Visy Recycling the following Gate Fee (subject to Schedule 3) for the Recyclable Material supplied pursuant to this Agreement:

- \$107.00 (plus GST) per tonne of Recyclable Material supplied to and accepted by Visy Recycling.

Recyclable Material supplied to and accepted by Visy Recycling at Smithfield (MRF). Adjusted annually by CPI in accordance with the mechanism below.

**CONTAINER DEPOSIT SCHEME**

Pricing is offered on the basis that all CDS refunds payable in connection with the Recyclable Materials are paid to Visy. Each Council listed in Schedule 1 will sign all necessary documents to ensure CDS refunds are paid to Visy.

**CPI****Gate Fee Review Mechanism**

The Gate Fee will be reviewed annually by Visy to reflect changes in CPI. All pricing will be reviewed in accordance with the following formula.

**Formula:**

$$AR = BR \times (CPI\ B / CPI\ A)$$

Where:

**AR** = Adjusted Rate

**BR** = Base Rate (Gate Fee)

**CPI B** = CPI figure for All Groups Sydney as published by the Australian Bureau of Statistics for the most recent quarter at the time of review.

**CPI A** = CPI figure for All Groups Sydney as published by the Australian Bureau of Statistics at the contract commencement date. This figure will remain unchanged for the duration of the Agreement.

The first review will be conducted twelve months after the commencement date using the above formula and every twelve months thereafter. The new rates will be effective the month after the calculation.

### **SCHEDULE 3**

## **VISY RECYCLING ACCEPTANCE CRITERIA**

### **CONTAMINATION**

Commingled recycling bins in Australia today contain both recyclables and waste. The commingled system makes recycling easier for people, but also means that Visy's Material Recovery Facilities (MRFs) receive waste materials which should not be placed in recycling bins. Not only do the MRFs then need to dispose of these waste materials at a substantial landfill cost, waste materials may also prevent other useful items from being recycled or cause quality issues downstream in our packaging business.

The recycled materials supplied by the contractor on behalf of Councils has the potential to be incorporated into materials used to manufacture food contact packaging. This is why it is critical that the Specifications regarding Contamination, Prohibitives and other excluded materials described are adhered to at all times.

A low level of contamination in Recyclable Materials will be tolerated.

In the case of commingled product "**contamination**", includes but is not limited to garden waste, food scraps, metals other than domestic containers, timbers, polystyrene, foam, asphalt, old clothes and cleaning rags, facial tissues and other personal hygiene products, garbage bags and contents and other materials not specified for recycling under the Agreement.

### **Education**

Visy recognises that improvements in resource recovery are achieved through stakeholder behaviour change brought about through effective education programs. As Visy has internal demand for recyclables for its packaging operations it has vested interests in maximizing its customers recycling performance. We are committed to working in consultation with Council to support education programs aimed at improving diversion rates.

During the Term, Council will use reasonable endeavours to resource and undertake community education for its residents in respect of how to safely and properly recycle.

### **Hazardous Materials**

"**Hazardous Materials**" includes but is not limited to free-flowing liquids, viscous materials, explosive or materials likely to explode, radioactive material, prescribed wastes (those wastes which are designated by law to be disposed of and not recycled), contaminated or infectious substances (i.e. Hospital wastes) material which is in the process of combustion or likely to combust (i.e. shock absorbers, gas bottles), medical waste and any other like material. **No Hazardous Materials will be accepted by Visy Recycling.**

Loads found to contain Hazardous Materials will be removed by Council or alternatively disposed of by Visy Recycling itself or utilising hazardous waste contractors. If Visy Recycling disposes of the Hazardous Materials either itself or utilising hazardous waste contractors, the Council must pay Visy Recycling the fees associated. The Council acknowledges and agrees that any fees charged in connection with removal of Hazardous Materials reflect the cost to Visy Recycling of receiving, handling and/or disposing of those materials.

## Contamination Audits

Physical contamination audits may be conducted as mutually agreed from a random sample that is representative of the municipality.

The results of the composition audit will provide insight into the types of contamination present and current resident recycling trends. The overall goal is to achieve greater resource recovery and the reduction of contamination in recyclable streams.

Council staff are invited to participate in the generation of audit procedures and the physical inspection process.

- Council and Visy may share the full cost of the physical audits.

## COMPACTION OF RECYCLABLE MATERIALS

Over compaction of recycling loads results in the breaking and crushing of glass bottles which can subsequently contaminate other recyclable materials. Glass broken to less than 10mm cannot be sorted at the Visy Recycling Sites and this material often goes to waste. This adds significant additional cost to the Visy Recycling Sites' operation.

Notwithstanding the compaction rates set out below, the Recyclable Materials collected by or on behalf of the Supplier prior to being bulk hauled must be compliant with the compaction limits of the respective Council Arrangements before transfer to Visy Recycling Sites. The Supplier will supply on request by Visy Recycling a monthly weighbridge report to verify such compliance. As a minimum requirement, such reports and information will include the individual tonnage of each load and each specific vehicle payload capacity. Visy Recycling will require the payload capacity of all vehicles to be used to collect Recyclable Materials and this list updated regularly.

In the case that material collected by or on behalf of the Supplier is taken to a Transfer Station before transported to a Visy Recycling MRF, Visy Recycling would require the Supplier to supply a monthly weighbridge report. As a minimum requirement Visy Recycling would need the individual tonnage of each load and each specific payload capacity. Visy Recycling would require the capacity of all vehicles to be used and this list updated regularly.

The Supplier will ensure that it or any collection contractor acting on its behalf complies with all reasonable requests of Visy Recycling with respect to auditing and disclosure of information, however the Supplier will remain liable for performance of any such obligations under this Agreement.

### Compaction Charges

Compaction Rate	Charge \$ per tonne
<200 kg/m <sup>3</sup>	No charge
200.01 kg/m <sup>3</sup> but < 240 kg/m <sup>3</sup>	\$20.00 per tonne plus GST
240.01 kg/m <sup>3</sup> but < 260 kg/m <sup>3</sup>	\$40.00 per tonne plus GST
> 260.01 kg/m <sup>3</sup>	Rejected – Loads may be rejected. <b>Cost of disposal plus 20% of cost of disposal plus \$500.00 handling fee per load plus GST</b>

**Definition of Compaction Rate, expressed as kilograms per cubic metre;**

Gross collection vehicle weight minus Tare collection vehicle weight equals Payload of delivered Commingled Recyclables (kg), divided by collection vehicle body (cubic metres as specified by manufacturer)



**EXECUTED** as an Agreement.

**Executed** for and on behalf of )  
**J.R & E.G Richards Pty Ltd** )  
by its duly authorised officer )  
in the presence of: )

.....  
Signature of Authorised Officer

.....  
Signature of Witness

.....  
Name of Authorised Officer (Print Name)

.....  
Name of Witness (Print Name)

DATED:

.....

**Signed** for and on behalf of )  
**VISY PAPER PTY LTD** )  
by their duly authorised officer )  
in the presence of: )

..... Authorised Officer Signature

..... Name (Print)

..... Position of Authorised Officer

..... Witness Signature

..... Name of Witness (Print)

DATED:

.....

**SECOND DEED OF VARIATION OF  
FORMAL INSTRUMENT OF AGREEMENT  
WASTE COLLECTION AND RECYCLING PROCESSING  
SERVICES**

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**ORANGE CITY COUNCIL (ABN 85 985 402 386)**  
(Council)

**J.R. & E.G. RICHARDS PTY LTD (ABN 86 000 389 793)**  
(Contractor)

**KENNETH IAN RICHARDS AND CHERYL MORRISON**  
(Guarantor)

**DATED:**



Pikes & Verekers Lawyers  
Level 2, 50 King Street  
SYDNEY NSW 2000

DX 521 SYDNEY

T 9262 6188  
F 9262 6175  
Ref RMD:220396

**THIS DEED** made the                      day of    between the following parties:

1.     **ORANGE CITY COUNCIL (ABN 85 985 402 386)** of 135 Byng Street, Orange in the State of New South Wales ("Council").
2.     **J.R. & E.G. RICHARDS PTY LTD (ABN 86 000 389 793)** of Level 5, 92 Manning Street, Tuncurry in the State of New South Wales ("Contractor").
3.     **KENNETH IAN RICHARDS** of 116 Taree Street, Tuncurry in the State of New South Wales and **CHERYL MORRISON** of 12 Chelmsbrook Drive, Rainbow Flat in the State of New South Wales ("Guarantor").

#### **BACKGROUND**

- A.     Council and the Contractor are parties to a Formal Instrument of Agreement for Waste Collection and Recycling Processing Services dated 30 August 2016, under which the performance of waste collection and recycling processing services commenced on 4 April 2016 ("the Agreement").
- B.     The Guarantor has guaranteed the performance of the Contractor pursuant to the agreement.
- C.     As a result of an increase in the Contractor's costs of supply of the recyclables to its third party recycler, Visy Paper Pty Ltd (ABN 49 984 541 896), the Contractor requested and Council accepted an increase in the cost of recycling receipt and processing, by paying an additional fee, known to the parties as the "Gate Fee".
- D.     Despite not being obliged to, Council agreed to vary the Agreement and entered a Deed of Variation dated 11 February 2019 ("First Deed of Variation").
- E.     The Contractor has subsequently requested a further increase to the Gate Fee and the parties have further agreed to vary the terms of the Agreement as set out below (Second Deed of Variation").

#### **OPERATIVE PROVISIONS**

1.     The parties agree that the term of this Second Deed of Variation is 1 July 2022 ("Commencement Date") to 12 April 2026 ("Terminating Date"). The parties

agree that this Second Deed of Variation has the effect of replacing the First Deed of Variation.

2. The parties agree that as and from the Commencement Date until the Terminating Date, the Council will pay a fee for recycling processing known as the Gate Fee.
3. The Gate Fee on the Commencement Date will be \$107.00 plus GST per tonne of recyclable material.
4. The Gate Fee will be reviewed annually with reference to changes in the Consumer Price Index and in accordance with the following formula:

Formula:

$$\mathbf{AR = BR \times (CPI\ B / CPI\ A)}$$

Where:

**AR** = Adjusted Rate

**BR** = Base Rate (Gate Fee)

**CPI B** = CPI figure for All Groups Sydney as published by the Australian Bureau of Statistics for the most recent quarter at the time of review.

**CPI A** = CPI figure for All Groups Sydney as published by the Australian Bureau of Statistics at the contract commencement date. This figure will remain unchanged for the duration of this Second Deed of Variation.

The first review will be conducted twelve months after the Commencement Date using the above formula and every twelve months thereafter. The new rates will be effective the month after the calculation.

5. Council further agrees that during the term of this Second Deed of Variation it will not claim any refunds payable pursuant to the NSW Container Deposit Scheme. Council considers it is fair and reasonable that there is no sharing agreement with the Contractor's supplier, Visy Paper Pty Ltd.

6. This Second Deed of Variation can be extended by agreement in writing between the parties.
7. The parties further acknowledge and agree that the Gate Fee can be varied by agreement in writing between the parties during the term of this Deed.
8. For the avoidance of doubt the parties agree that:
  - (a) this Second Deed of Variation does not constitute a new processing agreement pursuant to regulation 18(2)(a)(ii) of the *Waste Avoidance and Resource Recovery (Container Deposit Scheme) Regulation 2017*.
  - (b) any variation agreement, including those already entered, between the Contractor and Visy Paper Pty Ltd, is and are, an agreement between those parties only and Council has no liability to the Contractor in respect of those agreements.

EXECUTED by the parties as a deed.

THE SEAL of the **ORANGE CITY** )  
**COUNCIL** was hereunto affixed )  
pursuant to a resolution of the )  
Council dated the \_\_\_\_\_ in the )  
presence of: )

Mayor

Chief Executive Officer

Full Name (print)

---

Full Name (print)

EXECUTED BY **J.R. & E.G. RICHARDS** )  
**PTY LTD** (ABN 86 000 389 793) by its )  
Directors pursuant to section 127 of )  
the Corporations Act 2001: )  
)

\_\_\_\_\_  
Signature of Director / Secretary

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full Name (print)

\_\_\_\_\_  
Full Name (print)

SIGNED, SEALED AND DELIVERED by )  
the said **KENNETH IAN RICHARDS** in )  
the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name of Witness (print)

\_\_\_\_\_  
Address of Witness

SIGNED, SEALED AND DELIVERED by )  
the said **CHERYL MAREE MORRISON** )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name of Witness (print)

\_\_\_\_\_  
Address of Witness

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**5.4 MOTIONS - LGNSW ANNUAL CONFERENCE**

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RECORD NUMBER: 2022/1322

**EXECUTIVE SUMMARY**

Councillors were invited to submit Motion for the consideration of Council. The following Motions have been submitted by Councillors. Those motions selected will be submitted to the LGNSW Annual Conference on behalf of Orange City Council.

**MOTION**

**That Council determines the Motions to submit to the LGNSW Annual Conference scheduled for October 2022.**

**SUPPORTING INFORMATION**

<b>1 - Motion - State Environmental Planning Policy</b>	<b>Cr McDonell</b>
<b>Category: Planning and Building Regulation Policy</b>	
<b>The NSW Government amend the State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004 to enable Councils to apply for an exemption to the restrictions imposed by the legislation that prevent Councils from requiring new residential builds or developments to have higher energy or water efficiency that the minimum standards provided through BASIX.</b>	
<b>Background:</b> <p>BASIX was first introduced as NSW Government Legislation in July 2004 applying to Sydney Metropolitan areas only. Since 2005, it has been a legislated requirement that all new builds, alterations and additions throughout NSW meet a minimum score under the BASIX system. There is no requirement for new builds, alterations or additions to be designed and constructed to any higher standard than the minimum set by BASIX.</p> <p>Since the introduction of BASIX, there have been significant technological and scientific advances leading to a wider array of energy efficient, water efficient and environmentally sustainable building materials on the market, with more coming onto the market every month.</p> <p>While the intent of the Legislation was to create more efficient and sustainable buildings, the Legislation currently prohibits Councils from requiring new builds, alterations and additions to have higher efficiency ratings than required under BASIX.</p> <p>In order to maximise climate change adaptation and mitigation on a local level, Councils need to have the option of setting higher efficiency ratings for their community.</p> <p>A home designed, and built, to a higher standard would be cheaper to heat and cool, uses less water, and more comfortable to live in than a home built simply to comply with the minimum BASIX requirements.</p>	

Local Government provides leadership for their community, and real, substantial action on climate change is one such issue we can lead on. Coupled with the already skyrocketing costs of gas and electricity, which are hitting the most vulnerable members of our communities, ensuring that new builds, additions and alterations are as efficient as possible is vital.

Amending Clause 7 of the BASIX SEPP to allow Councils to apply for individual, case-by-case exemptions to the minimum BASIX requirement will allow Councils to take stronger action locally whilst we wait for BASIX as a whole to advance further, and would allow members of our communities to save substantial amounts on their energy and water bills, whilst reducing the demands on public assets.

<b>2 - Motion – Unused State Land Blocks</b>	<b>Cr Duffy</b>
<b>Category: Economic Policy</b>	
<b>Unused state land blocks at South Orange (Department of Industry site) and use for affordable and social housing.</b>	
<b>Background:</b> <p>There are over 700 undeveloped housing blocks in the South of Orange currently owned by State on DPI land which were the subject of a Part 3A/SEPP rezoning a decade ago. Given the currently state of housing shortage, particularly in affordable and social sectors, the State should be releasing this land for housing rather than for its current use.</p>	

<b>3 - Motion - Cat Containment Amendments to the Companion Animals Act</b>	<b>Cr Mallard</b>
<b>Category: Social and Community Policy</b>	
<b>That Local Government NSW lobbies the NSW Government to amend the Companion Animal Act 1998, in consultation with councils, to allow Councils to introduce cat containment policies and regulations to promote responsible pet ownership and companion animal welfare, and to prevent harm to native wildlife.</b>	
<b>Background:</b> <p>Cats can be ideal and important companion animals for residents but require responsible ownership. Free-roaming cats are at greater risk of disease, injury or death, and they also pose a significant risk to native wildlife.</p> <p>Under the NSW <i>Companion Animals Act 1998</i>, there is no requirement for cats to be secured within a property or home during day or night, and cats are only prohibited from roaming in food preparation/consumption areas and wildlife protection areas. Beyond these prohibitions, Council officers can only take action where a cat is a nuisance cat (ie, persistently making noise or causing damage to property outside its home) or for the protection of persons and animals from injury or death.</p>	



Other states and territories have introduced legislation to require cat containment, eg curfews and/or requirements for cats to be kept indoors or within external enclosures, or to permit Councils to enact local policies and regulations for cat containment. It would be appropriate for NSW Councils to have the capacity to develop appropriate policies and regulations for cat containment within their communities.

**4 - Motion - Regulated Phase-Out of New Petrol and Diesel Vehicles**

**Cr Mallard**

**Category: Environmental Policy**

**That Local Government NSW advocates for the Federal and/or NSW Governments to introduce a regulatory regime for new vehicle CO<sub>2</sub> emissions to promote the progressive phase-out of high-emissions vehicles and leading to the implementation of a ban on new petrol and diesel vehicle sales (except for specialist vehicles) from 2030.**

**Background:**

The LGNSW Policy Platform supports enabling the uptake of electric vehicles (10.13), ensuring vehicles imported into Australia meet EU emissions standards and tax initiatives to encourage the uptake of electric vehicles (14.3). Many Councils have also begun the transition of their own vehicle fleets to replace petrol and diesel models with electric vehicles.

However, industry experts and analysts argue that the supply and range of electric vehicles available in Australia are constrained because manufacturers prioritise production and supply for markets that have strong requirements for reductions in the emissions profile of new vehicles (eg, <https://www.smh.com.au/politics/federal/car-makers-warn-australia-will-miss-out-on-new-electric-vehicles-20211020-p591ox.html>, <https://www.theguardian.com/environment/2022/mar/27/sold-out-why-australia-doesnt-have-enough-electric-vehicles-to-go-around>), resulting in higher vehicle prices and lengthy waiting lists. The United Kingdom (a major market for right-hand drive vehicles) has announced a ban on new petrol and diesel car sales from 2030. Introducing regulations for the CO<sub>2</sub> emissions of new vehicles in Australia or NSW would provide certainty and demand for vehicle manufacturers to increase the supply of electric vehicles.

**5 - Motion - Reducing the Impacts of Wood Heaters**

**Cr Mallard**

**Category: Environmental Policy**

**That Local Government NSW acknowledges the impacts of wood heater smoke on air pollution and public health and advocates for the NSW Government to implement:**

- (i) stronger regulatory policies with sufficient resourcing to support local governments to address the issue, and
- (ii) incentive schemes to promote the replacement of wood heaters with low pollution and low CO<sub>2</sub> emissions alternatives.

**Background:**

Wood heaters are a significant source of fine particulate (PM<sub>2.5</sub>) air pollution, particularly in regions with cooler winters. NSW Health

(<https://www.health.nsw.gov.au/environment/factsheets/Pages/wood-smoke.aspx>) notes that wood smoke can cause health impacts through both short-term exposure (eg, eye and respiratory tract irritation, aggravated asthma and worsening heart disease) and long-term particulate exposure (eg, decreased lung function, increased risk of developing heart and lung diseases like angina and chronic bronchitis). The health and economic burden of wood smoke pollution affects communities, puts vulnerable groups at heightened risk, and cannot be easily avoided by those living in an area where pollution occurs.

The Centre for Air pollution, energy and health Research (CAR; [https://www.car-cre.org.au/files/ugd/d8be6e\\_a27f05a82f8c47378ffa9dcbacb6cc04.pdf](https://www.car-cre.org.au/files/ugd/d8be6e_a27f05a82f8c47378ffa9dcbacb6cc04.pdf)) proposes a multi-pronged policy approach to reduce the health impacts of wood heaters, including both stronger state/territory regulatory mechanisms (with appropriate resourcing for Councils) and incentives to replace wood heaters in existing homes.

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**5.5 STATEMENT OF INVESTMENTS - JULY 2022**

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TRIM REFERENCE: 2022/1481

AUTHOR: Julie Murray, Financial Accountant

**EXECUTIVE SUMMARY**

The purpose of this report is to provide a statement of Council's investments held as of 31 July 2022.

**LINK TO DELIVERY/OPERATIONAL PLAN**

The recommendation in this report relates to the Delivery/Operational Plan strategy "17.2. Ensure financial stability and support efficient ongoing operation".

**FINANCIAL IMPLICATIONS**

Nil

**POLICY AND GOVERNANCE IMPLICATIONS**

Nil

**RECOMMENDATION**

That Council resolves:

- 1 To note the Statement of Investments as of 31 July 2022.**
- 2 To adopt the certification of the Responsible Accounting Officer.**

**FURTHER CONSIDERATIONS**

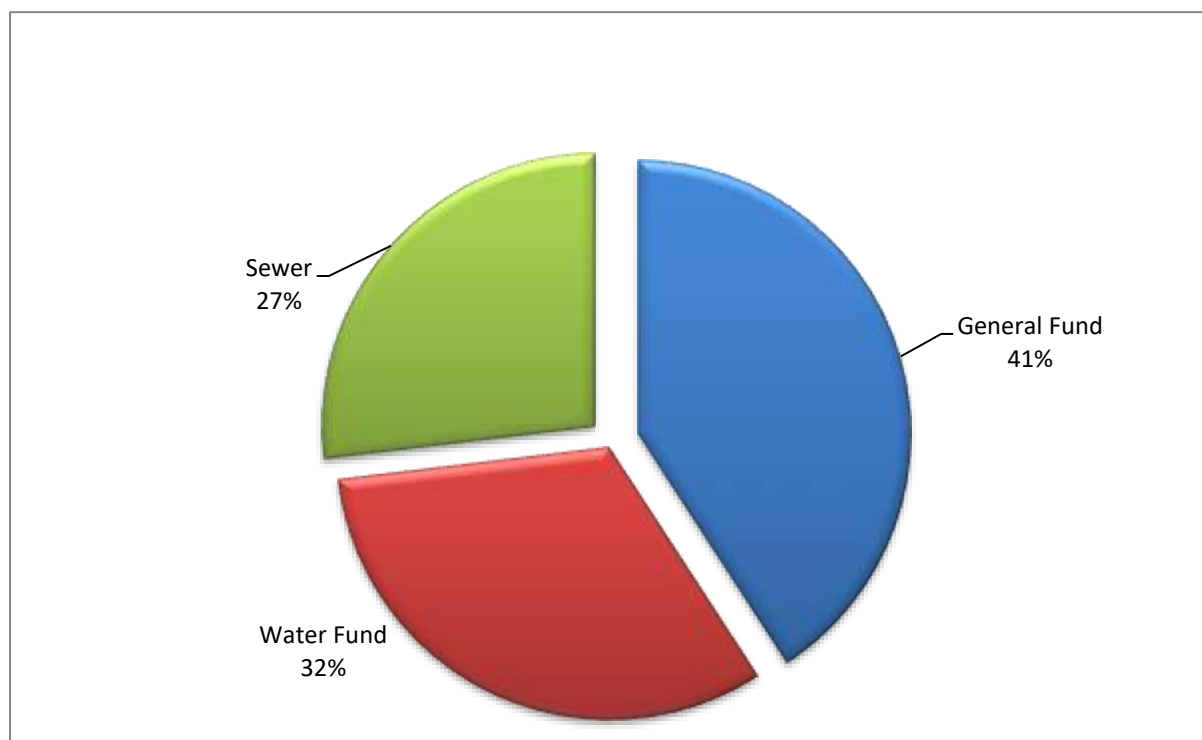
Consideration has been given to the recommendation's impact on Council's service delivery; image and reputation; political; environmental; health and safety; employees; stakeholders and project management; and no further implications or risks have been identified.

**SUPPORTING INFORMATION**

Section 212(1) of the Local Government (General) Regulation 2005 requires that a written report be presented each month at an Ordinary Meeting of the Council detailing all money that Council has invested under Section 625 of the Local Government Act 1993.

As of 31 July 2022, the investments held by Council in each fund is shown below:

	<b>31/07/2022</b>	<b>30/06/2022</b>
General Fund	91,136,192.97	89,173,816.89
Water Fund	72,115,655.08	75,665,391.09
Sewer Fund	60,033,305.45	62,462,571.50
<b>Total Funds</b>	<b>\$223,285,153.50</b>	<b>\$227,301,779.48</b>



A reconciliation of Council's investment portfolio provides a summary of the purposes for which Council's investments are being held. The summary is as follows:

	31/07/2022	30/06/2022
<b>Externally Restricted</b>		
- General Fund	33,548,960.14	33,626,833.45
- Water Fund	72,115,655.08	75,665,391.09
- Sewer Fund	60,033,305.45	62,462,571.50
<b>Internally Restricted</b>	31,091,075.72	31,326,433.51
<b>Unrestricted</b>	26,496,157.11	24,220,549.93
<b>Total Funds</b>	<b>\$223,285,153.50</b>	<b>\$227,301,779.48</b>

During June 2022, Council received grant funding in advance for a number of capital projects for the 2023 financial year, which is reflected in the unrestricted funds total in the above table.

Included in the unrestricted funds is an amount of \$12.3M that was received as an advance payment for the Sporting precinct project. These funds will be moved to an externally restricted asset as part of the ongoing end of financial year processing.

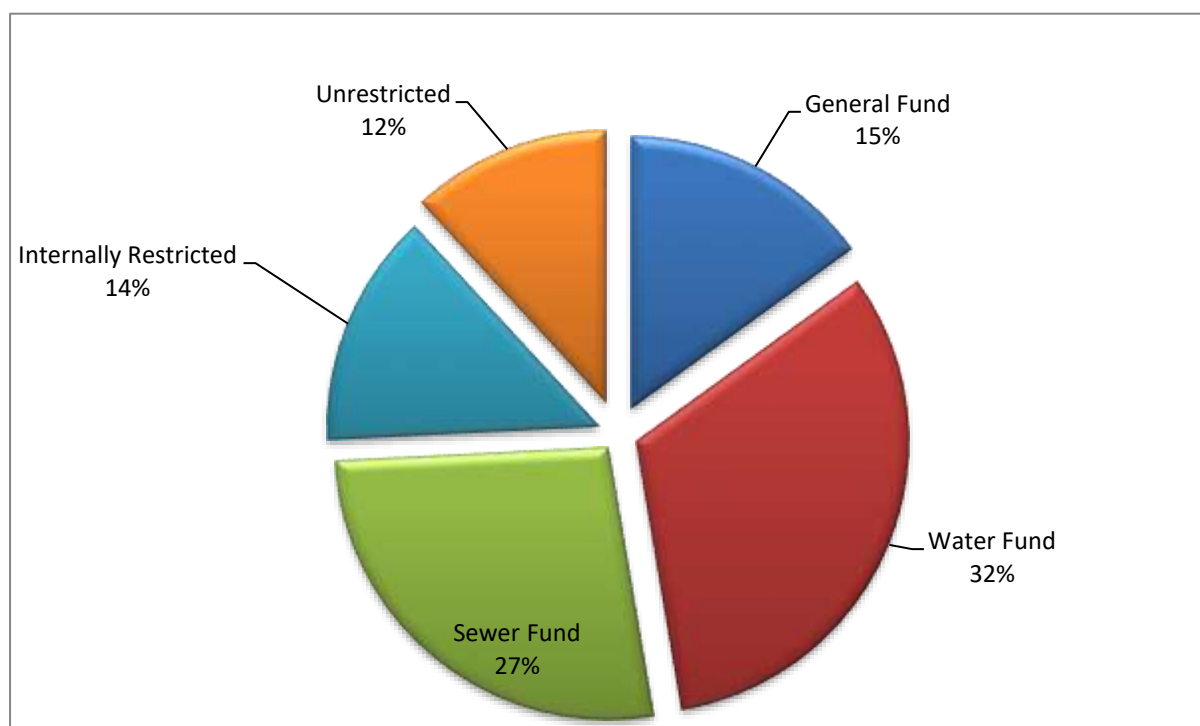
Externally restricted funds are those funds that have been received for a specific purpose and may only be used for the purpose that they have been received, for example, the money received for Water access and usage charges by legislation are only available to be spent for the operation, maintenance, and expansion of the Water supply network.

Internally restricted funds are those that Council has earmarked for a particular purpose, but Council can have that purpose changed.

## 5.5 Statement of Investments - July 2022

Unrestricted funds are those available for use to continue the day-to-day operations of Council, made up of General Fund investments and cash only.

The unrestricted cash position movements during the month are normal as projects commence and income is received. Movements may also arise following processing of income received between funds or into restricted assets to appropriately allocate for the purposes Council has determined. Council's cash flow is monitored daily, and some investments may be redeemed rather than rolled over to support operational requirements.



### Portfolio Advice

Council utilises the services of an independent investment advisor in maintaining its portfolio of investments. Council's current investment advisor is Imperium Markets, an independent asset consultant that works with wholesale investors to develop, implement and manage their investment portfolio. Imperium Markets is a leading provider of independent investment consulting services to a broad range of institutional investors including government agencies, superannuation funds and not-for-profit organisations.

Imperium Markets major services provided to Council include:

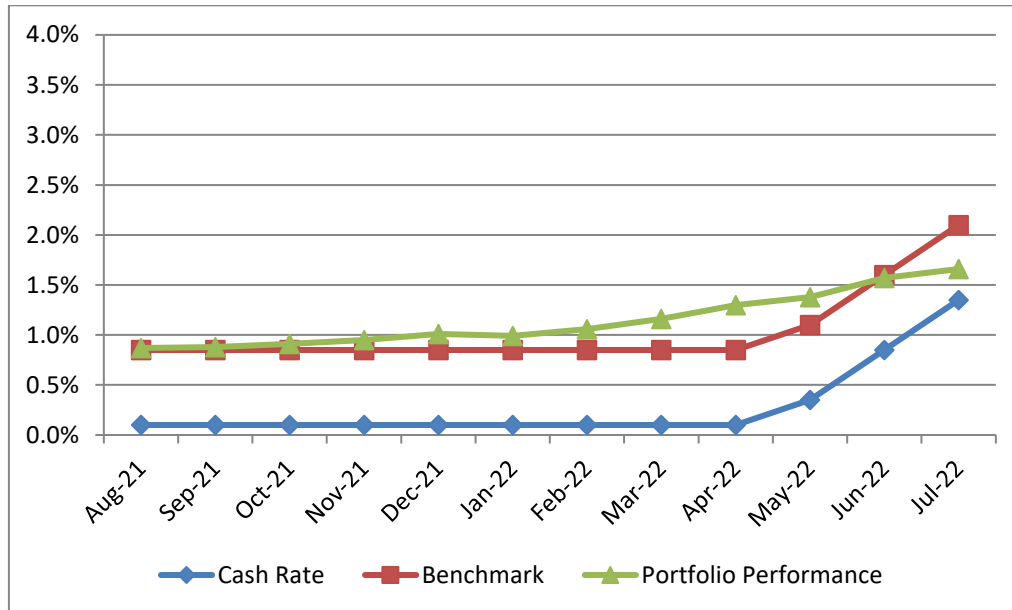
- Quarterly portfolio summary reports
- Advice on investment opportunities, in particular Floating Rate Note products
- Advice on policy construction
- Year-end market values for Floating Rate Note products held by Council.

### Portfolio Performance

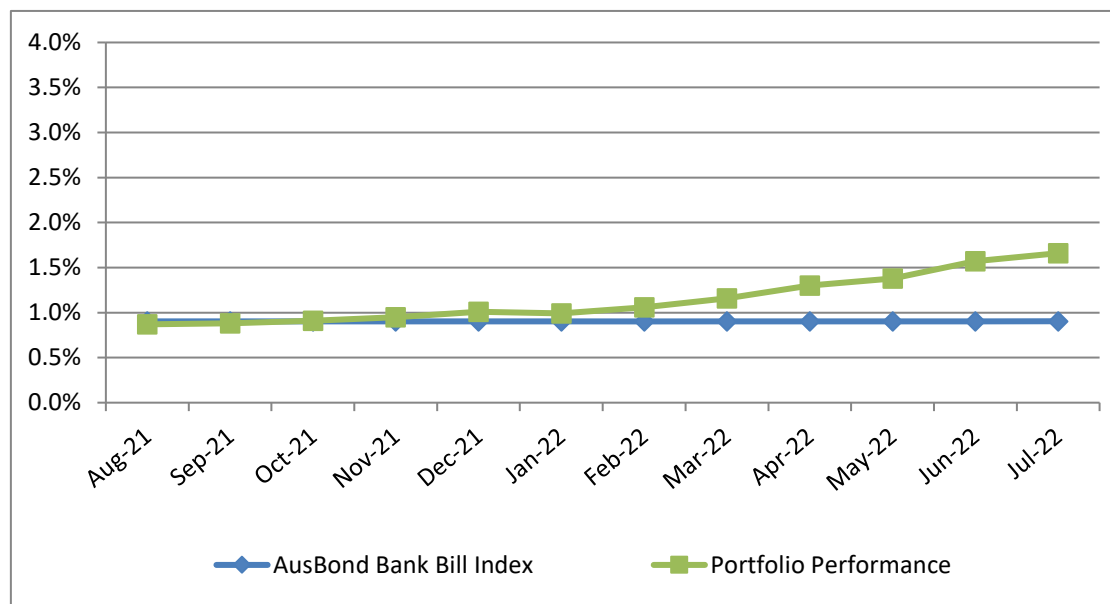
Council's current Long Term Financial Plan establishes the benchmark for Council's interest on investments at "75 basis points above the current cash rate". The cash rate as of 31 July 2022 has increased at 1.35 per cent. The weighted average interest rate of Council's investment portfolio at the same reporting date was 1.66 per cent which is below Council's

## 5.5 Statement of Investments - July 2022

benchmark i.e., the cash rate of 1.35 per cent plus 0.75 per cent (or 210 basis points). This is being monitored closely with retiring investments being reinvested to optimise their returns.



Council has also utilised the AusBond Bank Bill Index to provide a further benchmark focused on long term investments. As of 31 July 2022, the AusBond rate was 0.90 per cent. The weighted average interest rate of Council's investment portfolio at the same reporting date was 1.66 per cent.



Council's Investment Policy establishes limits in relation to the maturity terms of Council's investments as well as the credit ratings of the institutions with whom Council can invest.

The following tables provide a dissection of Council's investment portfolio as required by the Policy. The Policy identifies the maximum amount that can be held in a variety of investment products or with institutions based on their respective credit ratings.

## 5.5 Statement of Investments - July 2022

Table 1 shows the percentage held by Council (holdings) and the additional amount that Council could hold (capacity) for each term to maturity allocation in accordance with limits established by Council's Policy.

Table 1: Maturity – Term Limits

<b>Term to Maturity Allocation</b>	<b>Maximum</b>	<b>Holding</b>	<b>Remaining Capacity</b>
0 - 3 Months	100.00%	10.09%	89.91%
3 - 12 Months	100.00%	36.99%	63.01%
1 - 2 Years	70.00%	20.21%	49.79%
2 - 5 Years	50.00%	32.71%	17.29%
>5 Years	25.00%	0.00%	25.00%

Table 2 shows the total amount held, and the weighted average interest rate (or return on investment), by credit rating. The credit rating is an independent opinion of the capability and willingness of a financial institution to repay its debts, or in other words, the providers' financial strength or creditworthiness. The rating is typically calculated as the likelihood of a failure occurring over a given period, with the higher rating (AAA) being superior due to having a lower chance of default. However, it is generally accepted that this lower risk will be accompanied by a lower return on investment.

The level of money held in the bank accounts has been added to the table to illustrate the ability of Council to cover the operational liabilities that typically occur (for example payroll, materials and contracts, utilities).

Table 2: Credit Rating Limits

<b>Credit Rating</b>	<b>Maximum</b>	<b>Holding</b>	<b>Remaining Capacity</b>	<b>Value</b>	<b>Return on Investment</b>
Bank Accounts	100.00%	10.25%	89.75%	\$22,876,727.77	1.40%
AAA	100.00%	0.45%	99.55%	\$1,000,000.00	4.50%
AA	100.00%	57.52%	42.48%	\$128,437,732.00	1.54%
A	60.00%	14.73%	45.27%	\$32,896,094.45	2.46%
BBB & NR	40.00%	17.05%	22.95%	\$38,074,599.28	1.20%
Below BBB	0.00%	0.00%	0.00%	N/A	N/A

## Certification by Responsible Accounting Officer

I, Patrick McDonald, hereby certify that all investments have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policy.





**5.6 CWCJO ELECTRICITY CONTRACT**

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RECORD NUMBER: 2022/1551

AUTHOR: David Waddell, Chief Executive Officer

**EXECUTIVE SUMMARY**

At the Council Meeting of 17 May 2022, Council resolved to delegate the procurement of electricity to the Chief Executive Officer from 1 January 2023 onwards at a minimum 50% renewable level. This report outlines the ultimate finalisation of the contract.

**LINK TO DELIVERY/OPERATIONAL PLAN**

The recommendation in this report relates to the Delivery/Operational Plan strategy “17.1. Provide representative, responsible and accountable community governance”.

**FINANCIAL IMPLICATIONS**

Council has entered a contract which provides certainty, a fixed 8 year price which allows a 20% rise and fall within our electricity load.

**POLICY AND GOVERNANCE IMPLICATIONS**

Council will find itself in a good position with respect to State and federal Renewable targets through this contract.

**RECOMMENDATION**

**That the report of the Chief Executive Officer on the CWCJO Electricity Contract be noted.**

**FURTHER CONSIDERATIONS**

Consideration has been given to the recommendation’s impact on Council’s service delivery; image and reputation; political; environmental; health and safety; employees; stakeholders and project management; and no further implications or risks have been identified.

**SUPPORTING INFORMATION**

I have spent the last few months now as part of the JO Electricity Contract Evaluation Panel and as well as a participating CEO. The process has concluded, a Contract partner has been chosen and contracts signed by the participating Councils.

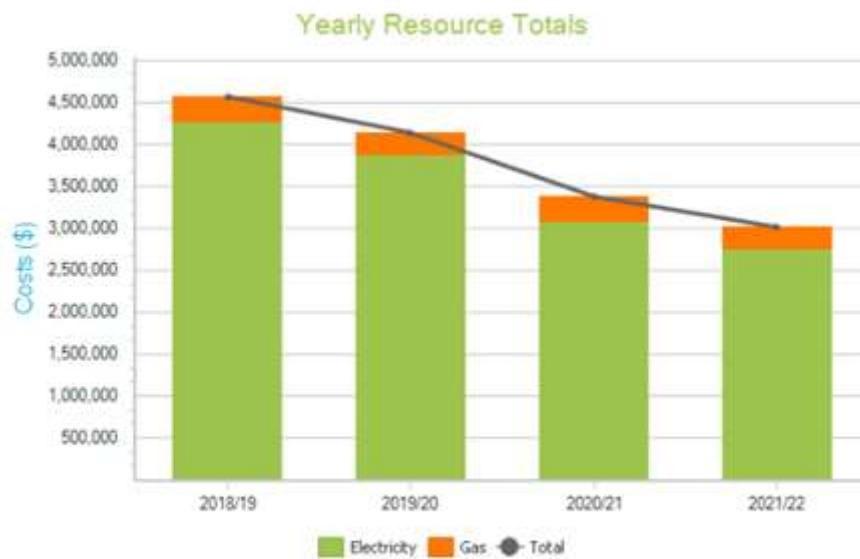
At a reasonably palatable price, Orange has signed up to 100% renewable electricity supply within the contract. The contract is for all our large sites and streetlights, the bulk (93%) of our load. The choice for Orange was for a minimum 50% level in line with the Council resolution. I note our colleagues at Bathurst have also adopted this position as have Cabonne Council. We will also look shortly at finalising our small sites contract so we can claim to be purchasing 100% renewable electricity.

A few key points should be noted:

- This Contract will put Orange in a solid and advanced position given Governments are heading towards mandated targets – rewards are expected for aspirational and forward-thinking Councils
- NSW has a State target of 50% by 2030
- Australia now has a 43% target by 2030 via the new Federal Labour Government
- It should be noted that the current market for energy already includes a 19% renewable component (the grid has 19% renewables already in it)
- This position is truly in line with the expectations of the Community Strategic Plan (CSP)
- The position is in line with Council's Climate Change Policy and Plan adopted in 2021
- The budget position is actually below or close to that adopted in the budget
- The 'Business as Usual' market price was truly intimidating the Business-as-Usual case would have seen almost a doubling of our current prices
- We have obtained an 8-year contract with a stable cents per kW price which is ideal for Orange given the unstable 'transition to renewables' market years ahead of us – staff can now focus on other things
- One of the agreed JO criterion was that bonus points would be awarded to tenders containing local renewable projects – the winner uses local wind farms including at Wellington and Flyers Creek – a significant bonus to our local economy
- The contract allows Council to still reduce and increase demand by 20% within each Council to reduce overall spend allowing us to work on demand management and further solar/battery projects.

I draw your attention to the fine work that has been done by Council via it's solar programs and the continuing Southern lights LED swap out which has driven our electricity use down over the last few years despite being a growing operation. This has placed us in a good position to absorb some of the shock pricing increases and to take on the 100% renewable 'leap'.

## 5.6 CWCJO Electricity Contract



There is still work to do. In terms of our total carbon emissions, this electricity contract represents perhaps 40% of our current carbon emissions load. (Emissions from Waste, Gas and Diesel typically make up around 70% of emissions in Local government/regional Councils). Our Waste facility at Ophir road is responsible for a large methane emission load as well as our fleet and our aquatic centre's gas heating load. Together with Council's renewable energy action plan over the last few years, we can on 1 January 2023 perhaps claim to be running a 30-40% carbon free operation – well in line with Federal, State and community targets and expectations. This number will be confirmed with further work.

We are doing work now through ESCC to work out this exact number. We are better placed than other Councils through our organic diversion and state-of the art Euchareena Rd facility which should make our waste percentage lower.



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**5.7 LORDS PLACE SOUTH DRAFT CONCEPT DESIGN**

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RECORD NUMBER: 2022/1614

AUTHOR: Nick Redmond, Manager Communications &amp; Engagement

**EXECUTIVE SUMMARY**

The last significant upgrade of the Orange CBD was undertaken in the 1990s. Since then, there has been significant changes in the city and in the retail sector.

In late 2018 Orange City Council engaged urban designers and architects to develop a plan for upgrading the CBD. The development of the plan involved widespread community consultation, including the formation of a Community Reference Group with 30 members from a wide cross section of Orange.

In 2020 the plan was released, exhibited for public comment, and adopted by Council as the way forward.

There were three strong themes:

1. Attract more people to the CBD
2. Increase the number of people living and working in the City Centre
3. Make the City Centre more walkable addressing the dominance of private vehicles in the City Centre, reducing reliance on the use of private vehicles as the primary mode of transport and making the City Centre more attractive, comfortable and safe to walk around.

There was overwhelming support (94%) for the Future City idea of attracting people to spend more time in the CBD. That support declined but was still solid (70%) when asked if respondents supported strategies to increase the number of people living in the CBD. There was strong support (84%) for the Future City idea of making the CBD more 'walkable'.

Given the scale of the project the program was split into three tranches.

Tranche 1 included McNamara Lane between Summer and Kite streets, Lords Place between Summer and Byng streets and Byng Street between Lords Place and McNamara Lane. This Tranche has been completed.

Included in Tranche 2 was an upgrade of Lords Place between Summer and Kite streets (Lords Place south).

**LINK TO DELIVERY/OPERATIONAL PLAN**

The recommendation in this report relates to the Delivery/Operational Plan strategy "9.4. Develop a vibrant civic and commercial precinct as a centre for the community".

**FINANCIAL IMPLICATIONS**

The Upgrade to Lords Place between Summer and Kite Streets successfully received an NSW Government grant of \$500,000. Council has also committed funding of \$900,000 in its budget this year to the project.

**POLICY AND GOVERNANCE IMPLICATIONS**

Nil

**RECOMMENDATION**

That Council resolves:

- 1 The Lords Place South Concept Design be exhibited for 14 days.**
- 2 That a specialist consultant be engaged to provide options to manage parking changes in the precinct including:**
  - Possible changes to time limits in the Ophir Car Park.
  - Possible changes to time limits in the nearby streets.
  - Options for short stay parking of 5, 10 or 15 minutes.
  - Improved connections to existing car parks.

**FURTHER CONSIDERATIONS**

The recommendation of this report has been assessed against Council's other key risk categories and the following comments are provided:

Service/Project Delivery	The current difficulty around sourcing contractors and delivering value for money projects is a risk factor in the project	
Reputation	As can be seen from the engagement to date there are varying views on how this project should proceed. It is likely that some of the feedback Council receives will be polar opposites. For example, it is possible there may be some views that no car parking spaces should be lost and others that may seek an expansion of footpaths zones and outdoor eating areas. While the stakeholders in the precinct have been given an opportunity to share their views, the exhibition period will be an opportunity for the wider community.	
Climate Change	Additional trees will provide shade and reduce heat impacts.	

**SUPPORTING INFORMATION**

The 2020 plan for Lords Place south included the following ideas:

- New street trees and shade.
- Outdoor dining area.
- Innovative planting design.
- Additional street furniture and lighting.
- Innovative materials selection.
- Rationalised car parking.

In 2021 Council sought more community feedback and started work to refine the design. The engagement included community forums and one-on-one consultation. It is noted that this consultation was limited by COVID-19.

The feedback included:

- Wider footpaths.
- Revitalised street trees.
- Improved lighting.
- Accessible parking nearby.
- Celebrating the street differently during the day versus the night.
- Greenery.
- Willingness to explore less on-street parking if a multi-level car park is nearby.
- Safer pedestrian spaces “slow the street down” which would mean loss of parking in places.
- More street furniture.
- Outdoor dining.

Since then, Council has been successful in securing a \$500,000 grant from the NSW Government’s Streets as Shared Spaces Program. The program is for trial projects that test permanent changes that strengthen the amenity, accessibility and economic vitality of a high street and surrounding area.

Following the success of the grant application, Council has developed a concept design to meet the original themes adopted in 2020, to respond to the feedback we have received to date and to align with the grant.

The concept plan includes:

- New street trees.
- Footpath widening to create outdoor spaces.
- A narrowing of the available drive lanes to improve pedestrian safety and to slow vehicle speeds.
- Shade structures.
- Seating.
- Lighting Parklets.

The concept plan responds to the above in the following:

#### **New street trees**

There are currently 16 trees in Lords Place south. The concept plan includes removal of 10 of these. Three trident maples near the Commonwealth Bank and three ornamental pears near Crema, The Canobolas Hotel and StarChem will be retained.

When the tree planting part of the project is completed there will 28 trees in Lords Place south. The new trees are advanced specimens of red ash and field maple and are approximately four-metres tall.

The new trees will be planted on an alignment similar to angled parking. This limits the loss of parking spaces and extends the tree line closer to the travel lanes. The trees will provide additional shade and reduce heat impacts. The trees to be removed are either in poor health, poorly positioned or were planted in such a way as to limit future growth or tree health.

Since the Future City program began, new trees have been planted in self-contained underground structures or cells, which are designed to stop the trees' roots spreading out to damage nearby roads and footpaths.

**Footpath widening to create outdoor spaces**

Streetscape improvement projects offer the opportunity to consider other types of car parking and to allocate more space to other transport modes through widened footpaths.

Different mixes of footpaths and car parking can be used to:

- Slow traffic speeds.
- Improve safety and sight distances.
- Reduce the visual impact of cars in the street.
- Decrease the number of cars in the street.

The new spaces created in the street will be defined in a number of different ways including the placement of furniture planting and shade structures and pavement treatments such as painting.

**A narrowing of the available drive lanes to improve pedestrian safety and to slow vehicle speeds**

Lords Place south is currently one lane in each direction. However, due to the width of the street it can in practice be used beyond the two available travel lanes, which encourages speeds at the limit and makes crossing the street more difficult. In the concept design the interaction between vehicles and pedestrian changes.

By narrowing the vehicles travel paths through tree alignment, the addition of some parallel parking, wider footpaths and parklets it shifts the focus from vehicles to pedestrians. The narrowing of the travel lanes will slow vehicles speeds and a 40km speed limit will also be introduced.

**Shade structures**

Aside from awnings there are currently no permanent shade structures in Lord Place south. In the concept design six have been included. This will encourage visitors to the street to spend more time in the precinct in varying weather conditions.

**Seating and dining**

Aside from the temporary eating area outside Crema there is currently no permanent street seating in Lord Place south. Included in the concept design are eight seating/dining areas and some incidental seating. In all approximately 120 seats have been added to the street. This will encourage visitors to the street to spend more time in the precinct to dine or take a break.

**Lighting**

Lighting upgrades in Lords Place south will include pedestrian lighting, outdoor dining lighting and festoon lighting in Post Office Lane.



**Parklets**

The parklets play an important role in greening the street, improving the amenity of the precinct and creating new public open space. They are also part of the traffic calming solution.

**ATTACHMENTS**

- 1 Lords Place South - Community Engagement Report, D22/48525 [↓](#)
- 2 Lords Place South - Draft Concept Plan, D22/47466 [↓](#)



## Community Engagement Report

The concept plan will be exhibited for community feedback from 17 August to 31 August. A community forum will be held on 25 August 6.30pm in the Civic Centre. The Orange Your Say is also open for comment from 17 August to 31 August.

As mentioned earlier in this report there has been community engagement on the broader Future City project and on some of the finer detail in Lords Place south. Between 3 August and when this report was finalised for publication Council has been engaging with business owners and property owners in Lords Place south.

There are more than 50 business in Lords Place south. They include property owners and business owners. In some cases, the property owner also runs a business from the premises and there are those that are property owners only. There is a mix of hospitality (cafes etc.), services businesses (real estate agents etc.) and retailers (chemist etc.).

Commencing on Wednesday, 3 August Council staff have been engaging with the above businesses to gauge first impressions of the draft concept plan. Council engaged with 40 stakeholders in Lords Place south through a mix of face to face, by phone and email. The feedback to date and contained in this report is qualitative in nature and does not represent a poll on the proposal.

Overall, there is good support to upgrade the street. Amongst the engagement results to date there are approximately eight stakeholders who do not support the draft concept in any way. There are a similar number that strongly support the concept plan. There are approximately 30 businesses that generally support the principals of the concept but include caveats mostly around ways the parking losses can be managed.

Given that much of the feedback related to parking it is proposed that a consultant be engaged to develop options to minimise or offset the impact of the draft parking changes.

### Feedback from those opposing the proposal includes:

- Changes to car parking will have negative impact for businesses.
- Businesses will lose customers if there is no car parking available.
- Nice to have but where are those 20 cars going.
- Council is strict on parking contributions but can just take away 20 odd spaces.
- Need to get the balance right between beautification and commercial needs.
- How do we do it and not impact businesses during construction?
- We don't want people in Dubbo and Bathurst saying they won't come to Orange because you can't get a park.
- How do you enforce short-term parking at 7 o'clock on a Friday night?
- Yes, wider footpaths may be good for some businesses that operate a food outlet but not good for a retailer.



- If you Change the "Parking Times "where are the workers going to park all day, multi-story car park.
- For the owners of ALL the premises in the area the business must generate profits so that they are able to pay rent/loans so that council is being paid RATES.
- The community (plus visitors) will probably support the changes but concerns/views of business owners and building owners should take precedence.
- Council needs to have more consultation with the owners / tenants in the effective area I believe before it goes on public display.
- Parking is a premium no matter where you go.
- You will stuff the "through Traffic "if you reduce the lane widths.
- The biggest issue that I have is that Council has already taken car parking spaces out of the area when they planted trees on both sides of the street between Summer and Kite.
- Lords Place north changes to roundabout are a "disaster" and more of the same here.
- People in Orange want to drive and need to park close to destination business due to weather.
- The decked parking at Ophir should be delivered ahead of any change to Lords Place south.
- Support the idea of more people living in the CBD (on first floors) but where will they park.
- People in Orange want to drive and need to park close to destination business due to weather.
- Current 1 hour limit not enough already for service type business in the street such as physio or gym.
- Big W and Ophir car parks are often at capacity.
- There are a lot of businesses in the street that are not food related.
- If people can't find a spot, they keep driving.
- Need decked parking at Ophir before more places lost in Lords Place.
- There are a lot of businesses in the street that are not food related
- This is a reduction of approximately 30% of the parking on Lords Place during a time when there has been a migration of businesses to this area that have clients and customers who look to utilise the street parking.
- The proposal involves the removal of 4 carparking spaces in front of our building and substituting this area with an open outdoor seating area. These tenants have been at this location for a significant period of time and are on long term lease arrangements. Both businesses benefit from carparking spaces directly in front of the building.
- Given the long-term nature of the tenancies, there is no prospect in the medium to long term for a business to be located in our building that will have any interest in utilising the proposed outdoor area.
- We object to this proposal on the strongest possible terms.



- Increasing the number of people living in the City Centre – where do you propose they will live when there is virtually no residential accommodation in the CBD and also where will they be parking. Will this parking impact Lords Place?
- Wanting more walkable areas and less cars - Orange is a rural city and has a large outlying population and vehicles are our main mode of transport. Orange has not yet embraced public transport maybe in many years to come this may happen.
- Our climate particularly from April to September is very unpredictable and not always suitable for outdoor dining and walking. Driving will be the transport mode used.
- Rationalizing car parking- Loosing 23 car parks along Lords place is not acceptable as this is 23 park every hour. As an everyday person using this block for business and dining, we already struggle to get a park in this area.
- As an owner of a commercial property, we have the interest of our tenants and their clients. Our tenant needs close-by parking, their clients have injuries or require rehab, they also have Mums and Bubs classes, and close access is important.
- Shortening of parking times will disadvantage most of the business along this street. Personally, for our property, most of their appointments are from 1/2hr to 1 hour. Solicitors, Hair salons, Cafes, restaurants, Gym, Physiotherapy most of the time need over half hour with most requiring the hour.
- Removing car parks will lessen access to customers and this may have a long-term effect with businesses continuing their lease or leasing of properties in the future due to lack of parking.
- Will this force certain business to relocate to other areas where there is easy parking? This can then have on a flow-on effect to that area and cause parking problems there.
- If council was to proceed with the Lords Place Concept design a multi-level Car park must be in place before any work was to commence on the removal of car parks in Lord Place.
- Lords Place traffic flow is already restricted and congested and narrowing it will compound this problem. Most cars would already travel about 40km/h due to the congestion.
- We feel that Anson Street should be looked at first as it is mainly a retail shopping area. Whereas Lords place is predominantly commercial businesses area.
- At present, parking is at times hard to get, and we rely on people's ease of access, especially elderly people who may have to walk some distance if this goes ahead.
- I would have thought Council would prioritise business prosperity and therefore I am not sure what is trying to be achieved.
- There seems to be an assumption that all or most of the businesses located in Lords Place South are retail or hospitality. This is clearly not the case, with many businesses being professional services offices, whose clients and staff require accessible and longer duration parking. Indeed, many of the hospitality venues on ground floor in the precinct also support office space above.



- A large factor in our business moving to the Lords Place South precinct from our previous location in Sale Street was accessibility for our clients. Our previous premises were difficult for elderly or injured clients to navigate. Our current premises were designed specifically with our concerns regarding client accessibility in mind, including an elevator and wheelchair accessibility.
- Many of our employees, and other workers in the area, require all day parking. Currently, the closest all-day parking for staff is the Ophir carpark. The proposal to limit the duration of parking in the Ophir car park will have a significant flow on effect for the numerous workers in the area.
- Currently, the Ophir car park is full by early in the day (usually by 9:00am) and is not accessible to our clients. While there may be some change in this if the Ophir car park was time limited, it is likely it would still be utilised by local workers and therefore not available to our clients and other visitors to the precinct. Already when that carpark is full, the closest all-day parking is in nearby residential areas, impacting on residents. It is not satisfactory for Council to redistribute flow-off CBD parking into residential areas.
- The Ophir car park has been identified as a possible site; however, Council has no specific plans in that regard. We note this issue has been discussed by Council for many years with no proposal or implementation ever being developed.
- Largely rely on parking and feel that the reduction in parking would negatively impact the business.
- Clientele only relies on parking.
- Would like to see paid parking reintroduced to allow somewhere for works to park.
- Would like to see business owners who park in Lords Place to park in another location to allow clientele to park in Lords Place.
- By nature of the CBD & all the retail, services & infrastructure on offer, people will always be attracted to the Orange CBD. by attracting more people to the CBD, more infrastructure to cater for the increased number of people will be required, including car parking.
- (More people living in the CBD) can only occur, if Employment opportunities in the CBD are available & there is suitable Residential Accommodation available.
- Employment opportunities are available if Businesses continue to operate in the area & those Businesses have access to paying customers & those paying customers have easy access to the Businesses, including access to car parking.
- There are only a very limited number of Shop Top Housing style Residential Dwellings available for occupation in that part of Lords Place, as the majority of Buildings are Commercial single level, or Commercial ground floor & first floor & most of those buildings do not offer, off street on site car parking, again an emphasis will be placed on the availability of car parking in the street.
- The current footpaths & walking tracks do create great walking spaces around the city. However, unlike the Capital Cities & Sydney Metropolitan area, Orange does not have a vast Public Transport network, which operates 24 hours a day, 7 days a week, therefore people have no choice, if they want to work in the CBD, or visit the City Centre, they have to provide their own private mode of transport & in providing their own private mode of transport, car parking spaces are & will be required.



- Council can beautify the streetscape. Law, order & safety is an issue for everyone, especially the Police.
- The section of Lords Place under review, is a busy business street, in this section of the street, apart from the Ophir Carpark, there is no direct access from that section of Lords Place, from the street, to an Orange City Council owned carpark.
- We have a mixture of businesses located within the street, which occupy buildings & these buildings directly face the street, with the only direct access into the Building, from Lords Place.
- All these Businesses are totally reliant on paying customers.
- Customers will come to a street when they can access Business premises & parking is available.
- Parking in all Cities & Towns, will always be a premium & sought after, for all, including Customers, Tourists & Businesses.
- For your records, I favour a beautification of the streetscape, the CBD & its streets, this is great to see, to make the environment more inviting for all, however, not at the expense of the loss of on street carparking, which will be detrimental to all businesses located in that block of Lords Place, but also those businesses in the vicinity of Lords Place, including Summer Street.
- Whilst originally Lords Place, up until the late 1980's was the street for Finance, Insurance, Real Estate Agents & Restaurants, the Streetscape has certainly changed.
- The Lords Place South Draft Concept Plan would imply that the predominant Businesses in that part of the street, is food orientated & the Draft Plan appears to cater for this, when in-fact it is not all food.
- The proposed Concept Plan appears to give those food orientated businesses a benefit, being additional outdoor dining & eating areas at a minimal cost, to the detriment of other Businesses, located in the street.
- In the street, bound by Summer Street & Kite Street, Food covers 9 Businesses approximately, the remainder of the Lords Place Businesses being approximately 30, is made up of Office Accommodation, Retail Accommodation, Medical & Beauty.
- According to the Concept Plan, 23 car spaces will be lost. Does this include the proposed car spaces to be lost, with the proposed former Australia Cinema Redevelopment & Valet Parking, to be provided in Lords Place.
- Based on the hourly car parking time limits, if Lords Place operates from 8.30am to 6.30pm, based on this time frame, the loss of hourly cars spaces over a 10 hour day is 230 hours, that could be a potential loss of 230 customers per day to businesses, due to customers or potential customers not being able to access those business in the street, or 1,150 customers, on a 5 day a week basis.
- Where do these customers park to access Businesses in that part of the street once the parking spaces are lost.
- The Lords Place South Draft Concept Plan, indicates that the Ophir Carpark could become a multi storey carpark, I have not seen any Orange City Council proposal or commentary, that Council intends to definitely, or commit to building a multi storey carpark on that site. If there is commentary, a proposal, a draft Plan, or a commitment from Council, then this multi-level carpark should be built, prior to the loss of the car spaces in Lords Place.



- I believe that the cost of such a development, will outweigh Council committing to this development.
- Previous, Council Administrations have advised that the current Ophir Carpark Site, could possibly be for sale, for the right price. I am sure that if a Developer contacted Council with an open cheque book, that this Prime Development Site, would be sold.
- Under the Orange City Council- Orange Car Parking Development Contributions Plan 2015 – 1.2 Contribution Rates – the Rates are as follows - \$ 13,718-00 per deficient parking space for all developments that involve the creation of net additional gross floor area on the development site and \$ 6,859-00 per deficient car parking space for all developments that involve a change of use of the existing building and will not result in the creation of net additional gross floor area on the development site.
- How can Council justify charging a Developer the above amounts & then remove on street car spaces & then, in the draft Concept Plan - it is proposed that Council will charge a local food business an outdoor eating area licence at \$ 45.95 per year, for exclusive use during its opening hours, these figures do not add up. Local Developers could use this, to set a precedent, that Council believe that a car space is worth only \$ 45.95 per annum.
- As a local business owner, I would be prepared to pay Orange City Council \$ 49.95 per year & maintain a car space, for exclusive use, during opening hours.
- As a Real Estate Business, we do have several customers & tradespeople, who are required to attend our office, on an ongoing basis. We also have a policy that our staff are not to park their cars, in the street during business hours & take potential customers parking spaces.
- Has Orange City Council undertaken a traffic study, including statistics showing supply & demand for parking requirements, both during the day & of an evening.
- A number of the food outlets in-fact offer takeaway services & they require parking for customers to collect their food. That section of Lords Place is particularly busy of an afternoon & evening, when customers are collecting their takeaway food
- As we are all aware, Orange's Climatic Conditions does not allow, or favour, alfresco & outdoor style dining, all year round, day & night.
- The current outdoor seating arrangement at Crema is not used of an afternoon or an evening, when Crema is closed, apart from when the vandals removed & smashed the pot plants that were originally installed in those seating cubicles.
- The current outdoor seating areas located in McNamara Street, which were put in place, at a time when Guy Hampton who operated The Wholefood Eatery & Coffee Shop lobbied Council for alfresco seating. These seating areas are seldom used & in fact, that business operated by Guy Hampton no longer operates.
- Are Council going to remove car spaces on Lords Place, to create seating that is not fully utilised all year round & day & night, when in fact car spaces are utilised all the time.
- Who will be responsible to clean these areas, will Council engage cleaning contractors on an ongoing basis, especially after the weekends.
- Council did install push bike parking bays in both Lords Place & McNamara Street, these are also rarely utilised.
- With respect to trying to reduce traffic in the street, this will never happen, whilst ever people drive motor cars.



- Lords Place between Summer Street & Byng Street is a prime example. During extremely busy times, traffic heading north has been banked up from the Byng Street roundabout & over Summer Street. That roundabout should have two lanes on entering & exiting, one lane to turn left, the second lane to turn right, or proceed straight ahead, it is my opinion that the number of lanes in that roundabout, should have remained 2, not reduced to 1.
- The volume of cars parking & exiting the section of Lords Place south, is greater than those in Lords Place bound by Summer Street & Byng Street, Lords Place north. This larger volume of cars will potentially create greater traffic issues & congestion, than what we have seen in Lords Place north.
- Hopefully Council will retain the dual lanes in the Lords Place, Kite Street roundabout.
- Both loading bays in Post Office Lane & that behind the Hotel Canobolas are congested, have Council allowed for the large trucks to access these areas, as a narrowing of the street, will create issues.
- I feel that the Lords Place South Draft Concept Plan, may have originally been a wish list & the number of parties who commented & the widespread community consultation who provided information have not taken into consideration the impact that the changes to the street, could have on Landowners & Ratepayers, Businesses, Customers & the general public, who do utilise the street.
- Our main concerns are around parking. Parking spots will reduce from 67 to 44. We have already had increasing concerns for some time about the lack of parking in Lords Place and surrounding area. Since 2015 when The Pinnacle Physiotherapy Clinic first opened, parking has gradually but consistently declined in availability. It is now the case that there is no parking available even in the Ophir Carpark from 9am. The McNamara Lane carpark at the rear of our building has no all-day parking available from about 8.15am most mornings.
- Often from 9am there aren't even any 2-hour parking spots available.
- We are concerned that there may be a reduction in the timed allowances for parking in those 44 spots that do remain. Anything under a one-hour parking restriction would be disastrous for us, as it will effectively mean no parking at all on Lords Place for our clients (our minimum consult length is 30 minutes, so a client needs to allow 40 minutes to arrive, park, check in, await their appointment, have their consult, re-book, pay and return to their car). Many of our consults actually take 60-90 minutes, so even a one-hour restriction is not sufficient for these clients.
- As per the communication we received from our landlords, published by Orange City Council, there is no plan at present to expand current parking elsewhere (e.g., the Ophir carpark on the corner of Kite St and Lords Place) to accommodate the reduction in parking on Lords Place. This is concerning, as parking is grossly inadequate for the needs of the current businesses in operation in Lords Place. The Ophir carpark is currently full from 9am also.
- We are concerned about disabled access to Lords Place. We have a significant number of clients with mobility issues, as well as a fairly large caseload of NDIS clients, as well as mums with babies in prams. Further reducing the parking in Lords Place unfairly disadvantages these vulnerable people.





- After meeting with representatives from council this morning, we feel that our concerns re: parking were met with an attitude that Orange will just have to move with the times and become more 'Europe-like', meaning less reliance on cars in the CBD and a move to more pedestrian activity generally. To this we would comment that Orange is a regional Australian town, and not a metropolitan city with the appropriate infrastructure to support this. Many of our clients come to us from not only 'out of town' of Orange itself, but also from other towns including Cowra, Blayney, Millthorpe and as far as Mudgee, Narromine, Forbes, Parkes and Condobolin. We provide a specialised physiotherapy service and therefore attract clients from out of area as our services are not available in these towns. The infrastructure simply does not exist in NSW for these people to 'leave their cars at home'.
- While we do support the upgrade of the Orange CBD and the Future City concept, we do not feel that the current proposal for Lords Place South is appropriate and may be more suitable to another area of the CBD. It seems that the intention to encourage people to spend time in the area is in direct contradiction to the plan to decrease parking availability. Unless significant effort can be made to increase parking access, the significantly detrimental effect the proposed upgrade will have on the current professional businesses within Lords Place would be unacceptable.

**Support for the proposal included the following:**

- The local parking culture/expectation needs to change more toward a Sydney expectation. The days of parking out the front of your destination point is gone.
- Can some spaces become a waiting zone say 10 minutes near Orange Thai/Alfios/Golden Bowl after 5pm?
- In favour but have concerns regarding their business turnover and parking accessibility both during construction and long term.
- The charges for outdoor café space do not reflect a commercial rate (\$300-500/sqm pa) with nominal annual charges being applied.
- Like the idea but parking tight.
- Can we look at using existing lanes to connect pedestrians to carparks under Big W and McNamara Street.
- Outdoor dining and seating will attract people to the area that will help my business.
- Very supportive of the development however we note that we strongly believe that the expansion of the Ophir car park should also be planned and expediated asap.
- Very much in support of the project and the concept design.
- Creates a nice space.
- Timed parking would be beneficial.
- On street dining near Blowes could be too busy and noisy.
- Great assets for businesses in the area.
- Would like to see another access point from City Centre Carpark to Lords Place to assist with parking however does not believe reduced parking is a great issue. Just need to park around the corner or in Ophir Car Park.



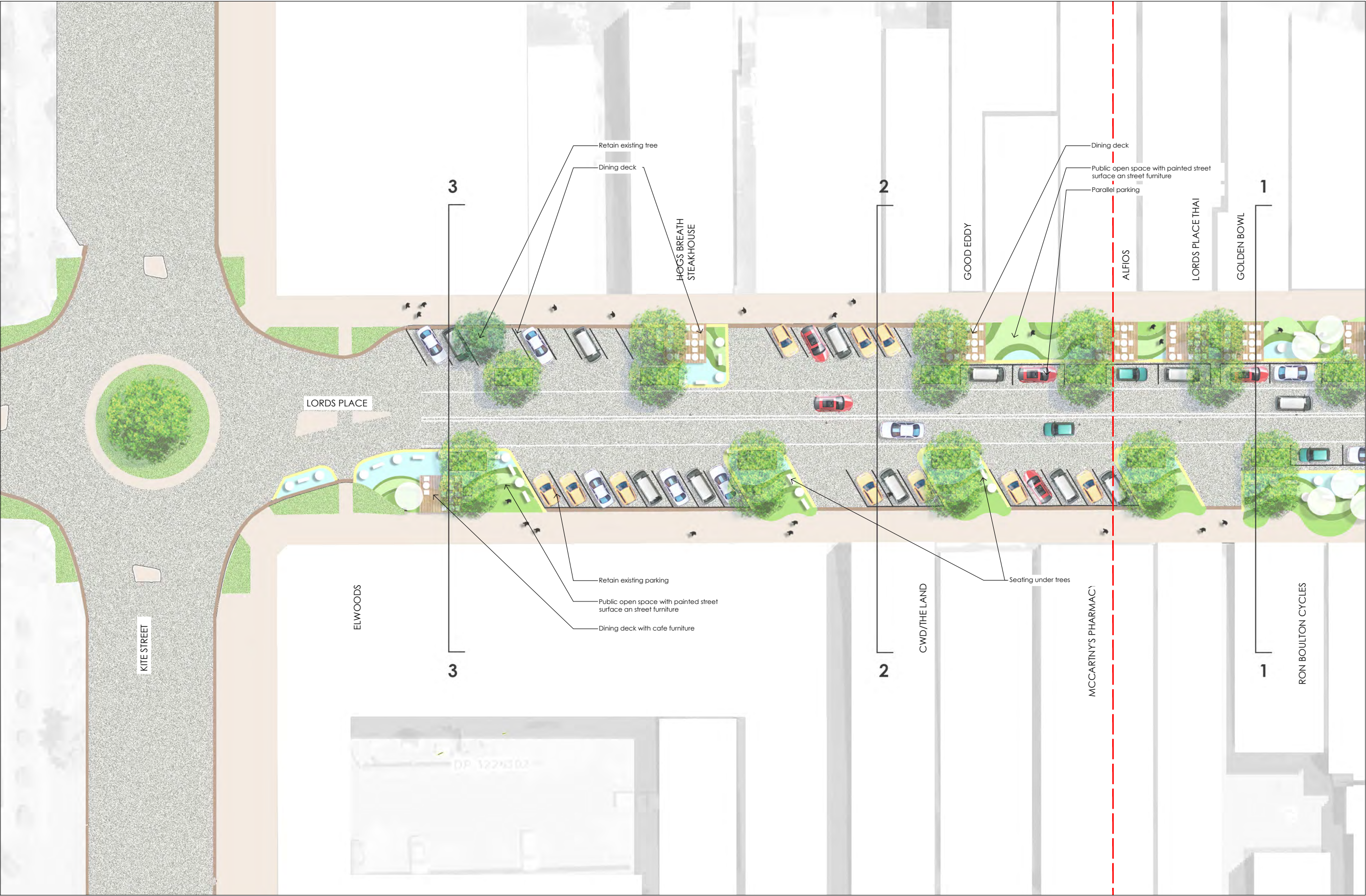
- Likes the plan but needs parking loss offsets.
- Support changes/options to Ophir Car Park.
- Need improved lighting to remote parking for security.
- If paid parking returns, can we investigate "season tickets."
- Parking is busy in the morning but frees up in the afternoons
- Love it; the people need it.
- Street not safe. It's like playing frogger trying to get across the street. Consider a mid-block pedestrian crossing, not a zebra but maybe a raised shared space platform.
- Should review disabled parking - number and sites (one near old cinema is nearly always empty).
- Worried about how long the works will take and impacts on businesses.
- Like the overall look of the plan but loss of parking concern.
- Would like to see short term parking 10/15min to allow pickups and also allow courier to stop.
- Likes the idea of additional dining.
- Would like a trial of the outdoor dining area.
- Support the plan – "It's a great idea".
- Like the lighting plan for Colvin Lane to improve safer link to parking and should consider CCTV as well.
- Ophir car park should stay free.
- Consider mid-block pedestrian crossing.
- Plan is absolutely spectacular; would like it done ASAP.
- Likes slowing of the traffic and making the whole block more pedestrian friendly.
- No major issues: like where we are going.
- Decked parking first would have been better.
- Support for concept particularly if it can be finetuned after it is trialled.
- Orange is a growing city and change is expected.
- Short-term parking such as 5-, 10- or 15-minute spots for pickups would be great in light of parking losses which will be an issue.
- Improvements to pedestrian safety is a "great idea" especially for people trying to access the mobility buses across the road.
- Like the proposed tree alignment but we need to make sure it does not impede vision for motorists leaving car spaces.
- Supported the use of lighting in Colvin Lane to make a better and safer connection between Lords Place and the car park.
- Important access through Colvin Lane for delivery vehicles is maintained to the rear of shops on the Western side of Lords Place.
- Would like to see short term parking 10/15min to allow pickups and also allow courier to stop.



- Generally, we think they are excellent. There are a couple of points we would like to make.
- At the intersection with Kite Street, we would like to see a pedestrian crossing at the entry point to Lords Place with a raised traffic calming device. We have experience of these in the North Sydney LGA at roundabouts where the speed limit has been reduced. The issue with this intersection is that traffic enters it too quickly and it is a real issue for pedestrians. I have an image of one installed at a high-volume roundabout at Kirribilli if you are interested.
- Ideally, the same suggestion applies to Kite Street on the western side of the intersection to provide safe pedestrian access to the Council carpark. Currently, pedestrians have to negotiate two lanes of traffic in each direction.
- A pedestrian crossing at a mid-point of the block would also be desirable.
- There will be a net loss of street parking. We would like to see a proposal for the redevelopment of the Kite Street carpark to provide multi-level parking. This issue will become more acute particularly with the proposed redevelopment of the Australia Cinema site.
- The timeline for the construction works associated with the upgrade will be an issue for business which will require careful management to ensure that works which cause disruption are undertaken in the minimum timeframe and that good notice of commencement dates and the project timeline is provided to businesses. There are more affected businesses in this block than in the Summer/Byng Street stage.
- Like the plan but parking an issue. A lot of elderly like to park close to our business. Would like a disabled spot included out the front.
- Mostly in support but outdoor dining will not be utilised in front of his area – should be moved across the road where more restaurants are
- Concerned about vandalism
- Dining pods will not be utilised enough in the winter or for 9 months of the year
- Likes that traffic will be slowed down.
- Would like to see a pedestrian crossing or island – dangerous crossing
- Would like to see business owners park in another location than Lords Place. Are taking up what could be clients parking spaces.
- Very much in support
- Beneficial for businesses Like the depth and variety and brings life to the area
- Believes the traffic needs to be slowed and this will assist
- In support
- Likes that the concept slows the traffic as it is needed.
- Would like to see additional pedestrian crossing to provide more parking opportunities for clients. Presently unsafe to cross.
- Location for disabled parking does not currently work.
- We are supportive of the development however we note that we strongly believe that the expansion of the Ophir car park should also be planned and expediated.

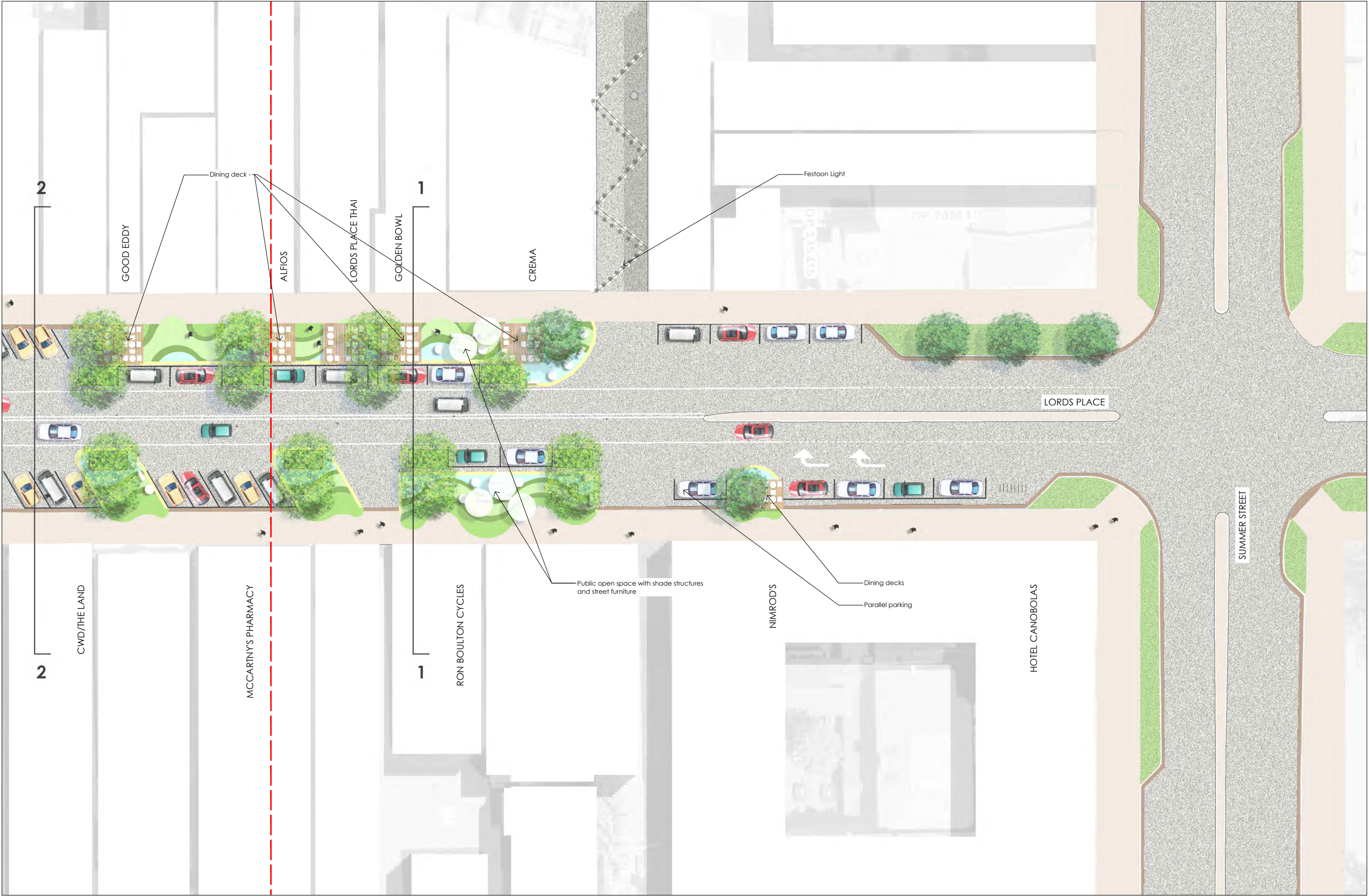


















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# Lords Place South Upgrade

Rev -  
01/08/2022

View Northern End

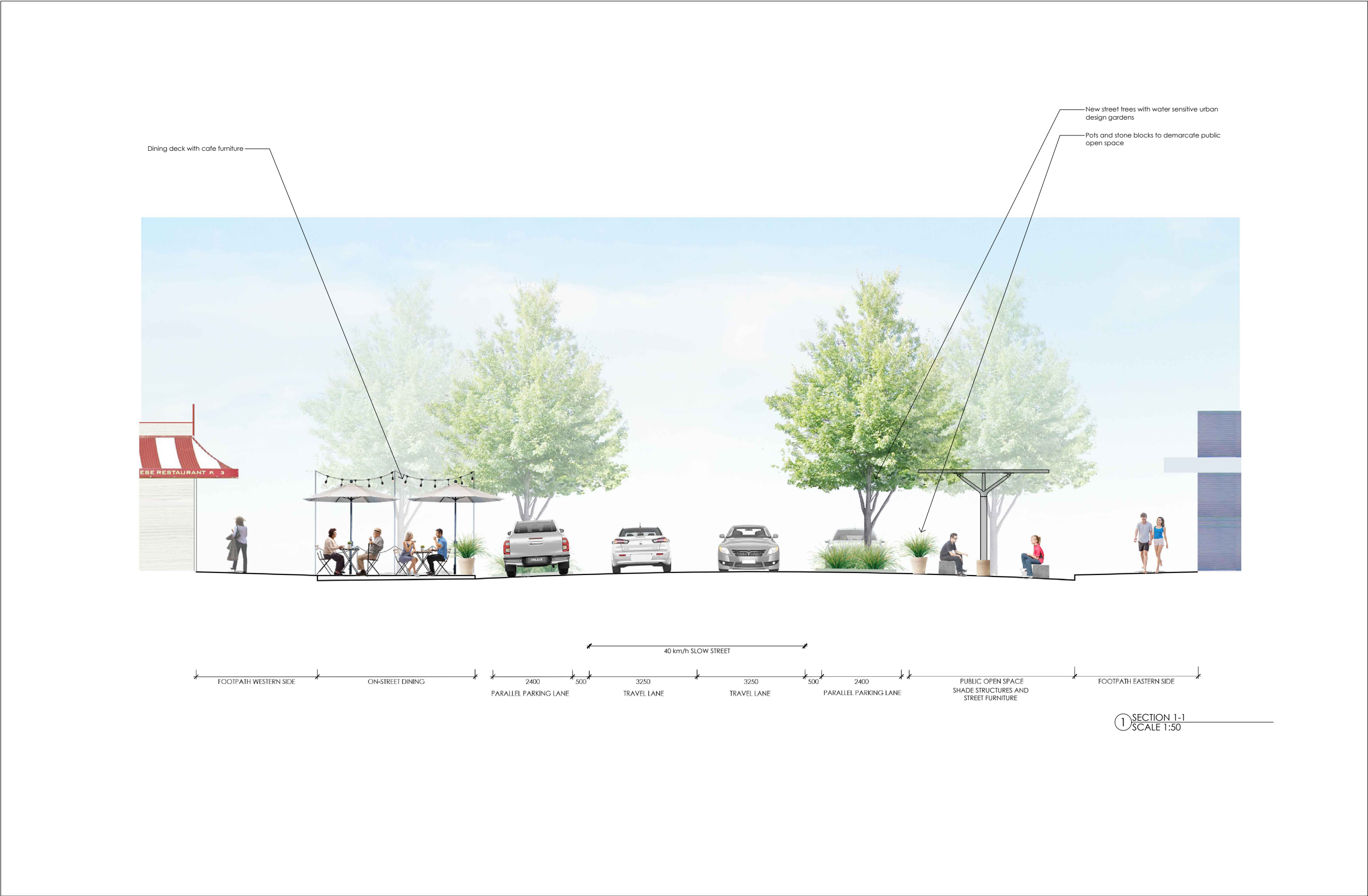




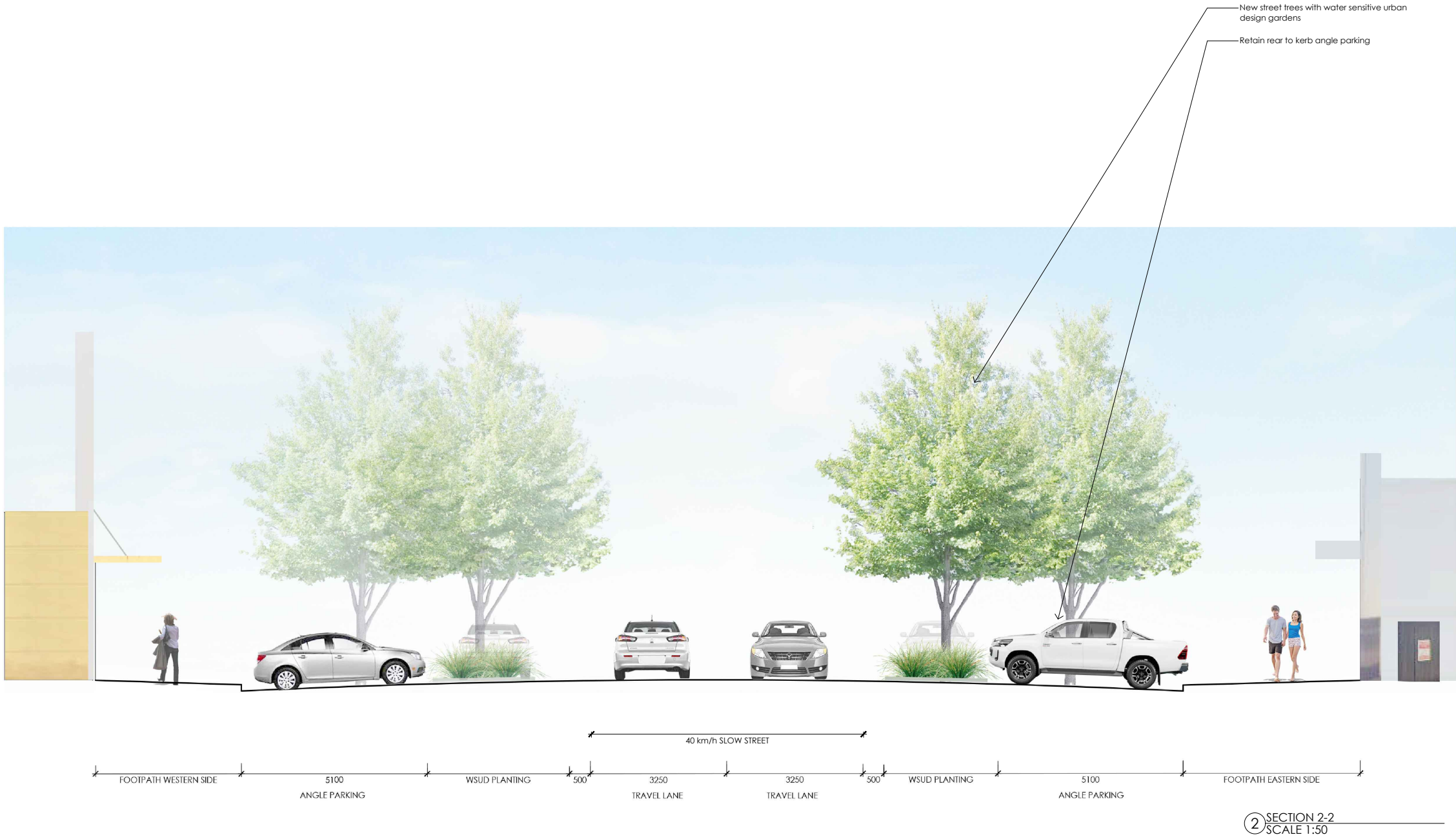






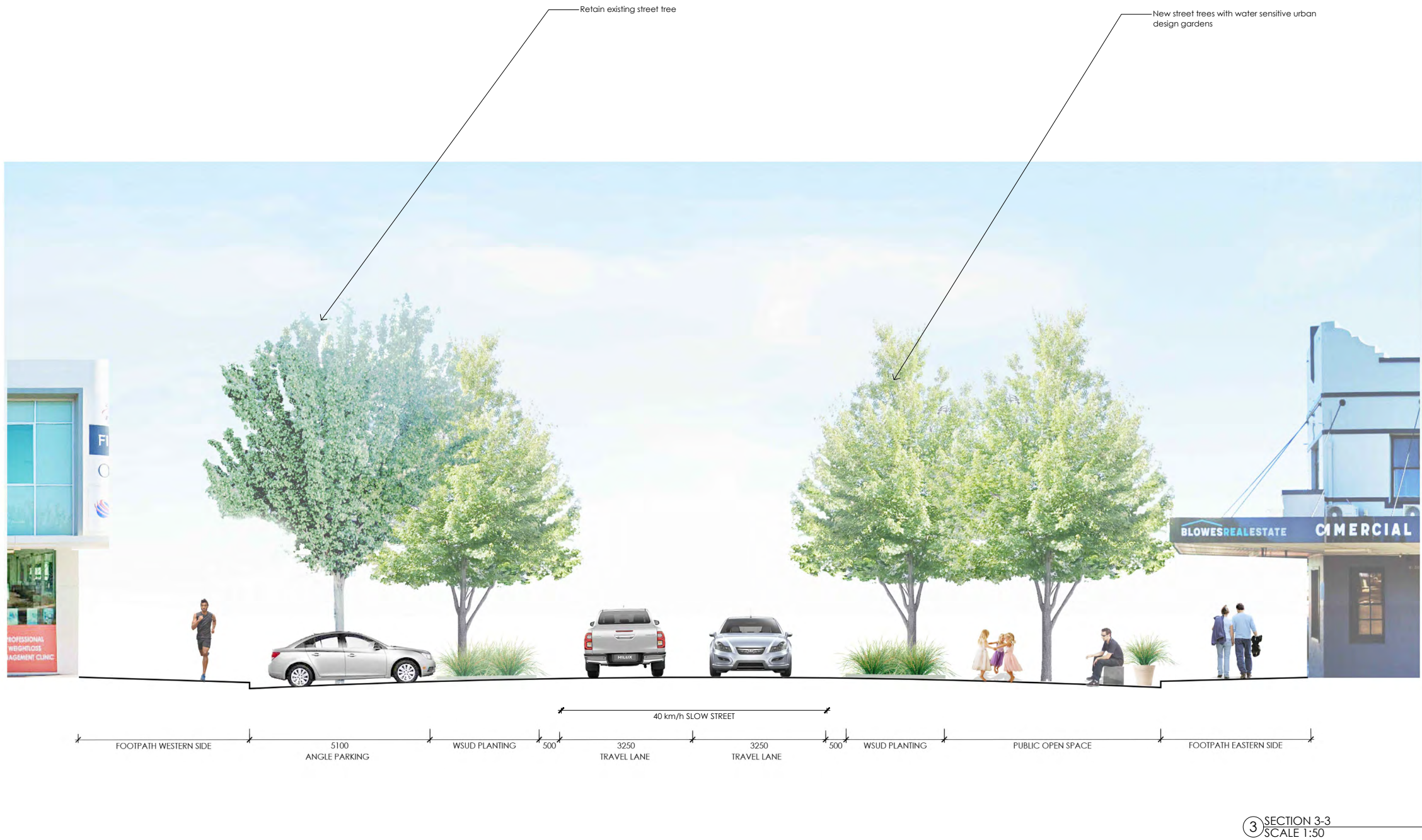


















QUADRUPLE BENCH SEAT  
120 DEGREE CORNER  
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2000 L X 500 W X 450 H



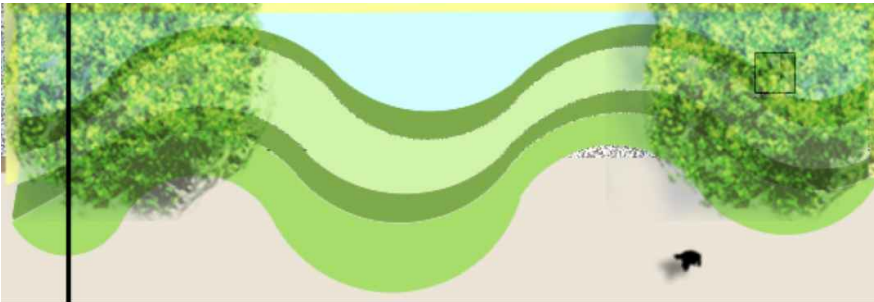
QUADRUPLE BENCH SEAT  
120 DEGREE CORNER - TIMBER TOP  
8002.1.003.200.050  
2000 L X 500 W X 30 H



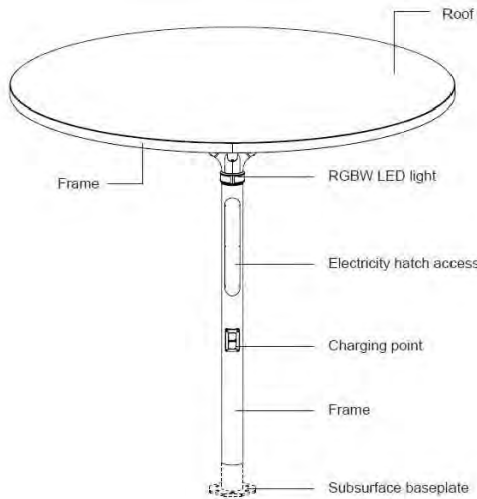
QUADRUPLE BENCH SEAT  
120 DEGREE CORNER  
- TIMBER TOP WITH BACK AND ARM  
8002.3.003.200.050  
2000 L X 500 W X 30 H



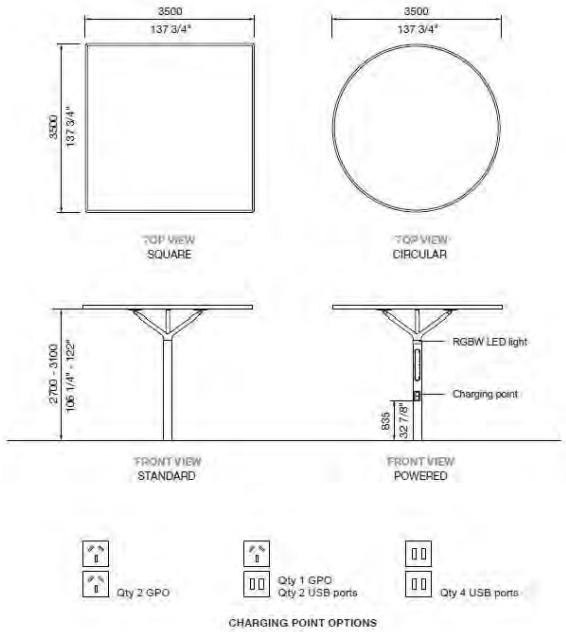
Feston Lights on dining platform



Painted Street Pavement with Astroturf Edge



ISOMETRIC VIEW  
POWERED OPTION



FLOWER POT PLANTER  
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241 KG

## **6 CLOSED MEETING - SEE CLOSED AGENDA**

The Chief Executive Officer will advise the Council if any written submissions have been received relating to any item advertised for consideration by a closed meeting of Orange City Council.

The Mayor will extend an invitation to any member of the public present at the meeting to make a representation to Council as to whether the meeting should be closed for a particular item. In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2005, in the opinion of the General Manager, the following business is of a kind as referred to in Section 10A(2) of the Act, and should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

### **RECOMMENDATION**

That Council adjourn into a Closed Meeting and members of the press and public be excluded from the Closed Meeting, and access to the correspondence and reports relating to the items considered during the course of the Closed Meeting be withheld unless declassified by separate resolution. This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

#### **6.1 Lease to Orange District Tennis Association - Total Park Tennis Centre**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

#### **6.2 Works in Kind Agreement between MS Investments and Orange City Council**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

**6.1 LEASE TO ORANGE DISTRICT TENNIS ASSOCIATION - TOTAL PARK TENNIS CENTRE**

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RECORD NUMBER: 2022/1524

AUTHOR: Shirley Hyde, Legal and Property Officer

**REASON FOR CONFIDENTIALITY**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.



**6.2 WORKS IN KIND AGREEMENT BETWEEN MS INVESTMENTS AND ORANGE CITY COUNCIL**

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RECORD NUMBER: 2022/1549

AUTHOR: Jason Theakstone, Manager Engineering Services

**REASON FOR CONFIDENTIALITY**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

**7 RESOLUTIONS FROM CLOSED MEETING**