



**ATTACHMENTS TO REPORTS OF THE BLAYNEY SHIRE COUNCIL MEETING  
HELD ON MONDAY 19 AUGUST 2019**

<b>07</b>	<b>Six Monthly Delivery Plan Review - June 2019</b>	
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**DELIVERY PLAN PERFORMANCE STATUS REPORT – JUNE 2019**

DP Ref.	DP Task	OP Measure	Comment
<b>Future Direction 1 - Maintain and Improve Public Infrastructure and Services</b>			
<b>1.1 All levels of government need to work together to plan for ongoing works and capital projects that will improve the Blayney Shire road networks and other assets</b>			
1.1.1	Represent business and community concerns to both State and Federal governments in relation to improved road safety and market access outcomes	Sealed roads and unsealed roads, bridges and culverts are maintained in accordance with agreed service levels	Routine inspections undertaken as programmed and non-routine inspections as required, subject to Customer Requests or other demand. With maintenance response prioritized accordingly and within budget allocations. Southern Cadia Access Route project completed February 2019. Browns Creek Road upgrade project completed February 2019. Burnt Yards Road resealing extended scope of works completed January 2019. Newbridge Road rehabilitation works completed June 2019. Forest Reefs Road rehabilitation works underway. Maintenance grading and resheeting programs underway and within budget allocations. Procurement of materials for small bridges commenced with site works programmed to begin at Lucan Road (Kinds Lane) in early 2019/20.
		Participation in the Central NSW Joint Organisation Transportation Strategic and Technical Advisory Groups	Infrastructure Services staff attend Strategic and Technical Advisory Group meetings.
1.1.2	Manage Regional (State) and Local Road Networks	Sealed roads, unsealed roads and bridges/culverts are maintained in accordance with agreed Service Levels	Routine inspections undertaken in accordance with Routine Maintenance Council Contract, and works programmed as required.
1.1.3	Implement the Blayney Shire Council Asset Management Plans	Implement the Blayney Shire Village Streets Sealing Plan 2018/2022 on streets in residential zones	The initial sealing of Village Road, Newbridge to the 50/100 zone has been completed following the completion of replacement railway overbridge at Newbridge.
1.1.4	Prepare business cases for submission to NSW and Federal Governments for the upgrade and undertaking of capital works along local roads which provide market access for primary production, tourist drives, and for achieving road safety outcomes	Funding opportunities are identified and applications are prepared and submitted for funding Representations are made through the local State and Federal Government Agencies for assistance to obtain additional funding for significant projects Projects are identified and prioritised via Central NSW Joint Organisation Develop a priority list of road projects for regional review that are worthy of funding and investment by NSW and Federal Governments from the Blayney, Orange and Cabonne Regional Economic Develop plans for a Heavy Vehicle Traffic Relief Route north of Blayney to link the Mid-Western Highway to Orange Road	Expression of Interest to NSW Growing Local Economies program for construction of Blayney Heavy Vehicle Route – Stage 1 submitted in March 2019. Lyndhurst Village Link Project completed. Belubula River Walk Project commenced, with completion expected in July 2019 Council Officer representations to local MPs, and Government agencies undertaken on regular basis providing opportunities to discuss local issues, inspect current project progress and discuss future opportunities for funding Infrastructure Services staff attend Strategic and Technical Advisory Group meetings. Expression of Interest to NSW Growing Local Economies program for construction of Blayney Heavy Vehicle Route – Stage 1 submitted in March 2019.
1.1.5	Plan for future transport and road infrastructure to service future needs	Road networks and supporting facilities are analysed to identify opportunities for inclusion and development within the Transportation Asset Management Plan Projects are scoped and designed to a 'shovel ready' state for when funding opportunities arise	Traffic classifiers installed at various locations across the Shire road network to analyse speeding issues, and alignment with accident locations. Additional layer added to Council GIS to provide single source of information for traffic classifier data. Condition assessment of sealed road network commenced for Transportation Asset Management Plan, revaluation for audit purposes and prioritisation of works for future capital works programs. Survey and preparatory design undertaken for Newbridge Road Consultancy services for survey works to be obtained for Victoria Street, and Millthorpe railway underpass in 2019/20, Millthorpe.

1.1.6	Investigate opportunities for storm water harvesting and reuse	Projects are scoped from storm water management plan(s) and funding applications submitted	Application for funding submitted to NSW Floodplain Management Program for a flood retarding basins study in March.
1.1.7	Apply the principles of Water Sensitive Urban Design (WSUD) to storm water management	WSUD principles considered as part of development process and implemented where benefits are identified Develop a WSUD policy in relation to development and Council works	Streatfeild Close subdivision designed considering WSUD principles.
1.1.8	Storm water Management Plans are prepared for Blayney, Millthorpe and Carcoar	Prepare a storm water strategic management plan to reduce impacts of storm water quality and quantity on the local environment	Application for funding submitted to NSW Floodplain Management Program for a flood retarding basins study in March. No action related to overall Stormwater Management Plan to date.
1.1.9	Maintain Council cemeteries in accordance with the community's needs and expectations	Maintain Cemetery records and provide online public access Maintain cemeteries to agreed Service Levels	Online mapping database is accessible on Councils website. Digital records continue to be updated. 2 new lawn cemetery strips created at Blayney cemetery. Muslim section, has been surveyed and concrete strip for headstones installed. 26 double sided monument headstones were installed for lawn sections of the cemeteries. 2 old gravestones were restored (one at Millthorpe and one at Lyndhurst). Capital Fencing project completed at all cemeteries.
1.1.10	Speed Zones within the residential zones of the Shire address Traffic Management, Heavy Vehicle noise and Road Safety concerns	Lobby RMS to undertake an audit of speed zones with solutions leading to the designing and installation of traffic calming devices, where opportunities arise Undertake an audit of school bus shelters to ensure they meet agreed Service Levels.	Speed Zone review completed and 50 zone fully signposted in Lyndhurst. Speed zone audit for Village of Neville to be undertaken in 2019/20 by RMS. No action to date
<b>1.2 Ensure provision of Sewerage Treatment is adequate for the growth of the Shire and promotes Residential Development</b>			
1.2.1	Ensure the provision of Sewerage Treatment is planned for in a sustainable manner	Manage treatment plant to effectively treat raw sewerage and ensure compliance with licence requirements Investigate funding opportunities for a Business Case for Town Sewerage for Carcoar, Mandurama and Lyndhurst	Inspections of sewerage treatment plant (STP) undertaken on routine basis in conjunction with EPA and NSW Water. Continue to sample effluent in accordance with Licence conditions to monitor compliance. Council has finalised the draft s64 Development Servicing Plan for independent audit in accordance with NSW Government Best Practice. Consultant seeking to resolve next step in regard delivery of a Strategic Business Plan for sewer, with NSW Office of Water.
1.2.2	Ensure that the disposal of effluent on un-sewered properties is being carried out in a healthy manner without negative environmental impact	Commence preparation of the Blayney On Site Waste Water Strategy	Draft OSWW strategy currently being prepared.
<b>1.3 The Blayney Shire Active Movement Strategy will be continued to be implemented to extend and renew the footpath and shared path networks in each town and village within the shire</b>			
1.3.1	Implementation of the Active Movement Strategy priorities providing safe and accessible connecting pathway networks	Funding of new and replacement footpaths are designed and undertaken in accordance with Council's agreed Service Levels Accessibility compliance is considered prior to works commencing on all projects in accordance with Council's Disability Inclusion Action Plan	Construction of shared pathway from Mid-Western Highway to Recreation Ground (Harrow Street) and Belubula River Heritage Walk from Ogilvy Street to Martin Street in Blayney completed with funding from NSW Stronger Country Communities – Round 1. Works completed under Stronger Country Communities –Round 2:- <ul style="list-style-type: none"> <li>Disabled Parking project at CentrePoint.</li> <li>Accessibility compliant toilets with disabled parking spaces at Lyndhurst Recreation Ground and Neville Memorial Park.</li> </ul> Accessibility compliant toilet with disabled parking space for Barry Community Hall in design process with community engagement to ensure duplication of facilities is minimised. CentrePoint Major Upgrade design finalised which includes; several disabled bathrooms, stairs to the 25m pool, pool pod to the 25m pool, complaint ramp to the Learn to Swim pool and compliant ramp to the toddler pool. Central West Equestrian and Livestock Centre (CWELC) platform and ramp referred to the Access Committee. 2019/20 CAPEX list provided to the Access Committee for comment.
<b>1.4 Improved access to community and public transport between villages and centres</b>			
1.4.1	Lobby to improve public and community transport for the Shire	Assess transport needs around the Shire Continue to lobby for retention and innovative ways to deliver transport and other essential services in the Shire	Millthorpe Railway Station 'On Request' Service launched in March 2019

<b>1.5 The Blayney Health Multi-Purpose Service; hospital, emergency, aged care, primary and ancillary support services provided in the Shire must meet the future needs of the community to improve health outcomes</b>			
1.5.1	Work with the community to lobby NSW and Federal governments for expanded and improved health and aged care facilities	Lobby and advocate on behalf of the community to refurbish the Blayney Health Multipurpose Service so that it meets current and future needs of the Shire	Mayor and Cr. Ewin members on Health Council.
<b>1.6 The community supports and values the local village and town primary schools so that they remain active and operational educative facilities</b>			
1.6.1	Advocate on behalf of the community to NSW Government to support accessible quality local education	Advocate on behalf of the community to NSW Government to support accessible quality local education	No program to report.
<b>1.7 Seek opportunities from the Federal Government and NSW Government to re-open the Blayney – Demondrille Railway Line which will provide significant regional benefits, cost effective port and market access for many regional industries</b>			
1.7.1	Lobby and advocate for the re-opening of the Blayney-Demondrille Railway Line	Work with our railway alliance Councils, Central NSW Joint Organisation and stakeholders to lobby the NSW Government for investment to reinstate the Blayney-Demondrille Railway Line	Transport for NSW funding completion of a business case to be undertaken for reopening of line.
<b>1.8 Full and equitable access and strong usage of Information and communication technologies across the Shire</b>			
1.8.1	Lobby the Federal Government for improved internet and mobile phone access to all our villages to facilitate business growth	Lobby and advocate on behalf of the community to the Federal Government for improved mobile phone access to Carcoar and other localities.	Letters and advocacy to relevant Ministers Federal Government and Telecommunications Companies, supporting an application for Round 4.  Council continues to work with Department of Agriculture with LoraWan (wide area network) installation in the Blayney Shire.
<b>1.9 Investment by the NSW Government to re-open both Millthorpe and Newbridge Railway Stations for On Request Services</b>			
1.9.1	Advocate on behalf of the villages to NSW Transport to facilitate investment by the NSW Government to reinstate On Request Services at both Millthorpe and Newbridge	Support the investigation of the Business Case for On Request Services in Millthorpe.	Millthorpe Railway Station – On Request Service reinstated March 2019
		Advocate on behalf of Newbridge to NSW Transport to facilitate the reinstatement of On Request Services at Newbridge	Village Road Railway Bridge works in progress, scheduled for completion July 2019.

Future Direction 2 - Build the Capacity and Capability of Local Governance and Finance			
<b>2.1 Build on the strength of the individual Town Association &amp; Village Committees so that they are capable, self-sufficient communities involved in decision making about issues that affect their own community</b>			
2.1.1	Encourage sound governance practice and build the capacity and capability of local leaders within community organisations	Recognise Town & Village Committees and Progress Associations facilitating two way communication with Council and with each other	Communication ongoing with community organisations
		Provide ongoing financial support for the Community Development Coordinator roles and engagement with the Tourism, Town and Villages Committee	Community Development Coordinator program has realised for 2018/19 period additional \$42k worth of external grants funding local projects.
		Support the development and implementation of improvement projects for the local Halls, School of Arts and other Community facilities	11 Projects completed as part of \$1m Drought Communities program for community facility upgrades. Projects identified in Community Village Plans.
		Continue to support local Community infrastructure projects via the Financial Assistance Program and Village Enhancement Plan allocations	Funds voted by Council in 2018/19 Operational Plan. Round 1 and Round 2 applications assessed and funding allocated. Forum held to raise awareness of program. Funds allocated fully subscribed.
2.1.2	Work proactively with the community groups to assist with event management	Review and update Council Events Management Policy and procedure for holding events within the community, on Council roads and facilities.	Policy reviewed and adopted by Council in February 2019.
		Review risk assessments supporting Event Management Applications and provide feedback where required.	Processes for assessment of applications reviewed and enhanced.
<b>2.2 Whether you choose to live in the town of Blayney or any of our villages, there is both space and time to build the home of your dreams</b>			
2.2.1	Facilitate the development of new residential housing blocks and availability in Blayney and Villages	Commence review of the Blayney Settlement Strategy	Elton Consulting have been engaged to undertake the Blayney Settlement Strategy review. Initial round of strategic targeted community engagement undertaken in May 2019.
		Invest and develop available land to stimulate the release of housing blocks in Blayney to meet demand and facilitate investment growth	Streatfeild Close Project Land Sales marketing strategy launched May 2019, and 6 blocks have exchanged contracts.
<b>2.3 Our local planning instruments supports the agricultural, industry, business/tourism and residential growth demands in a sustainable manner</b>			
2.3.1	Ensure planning activities support long term sustainability of agricultural sector	Adopt a comprehensive Development Control Plan for the Shire	Adopted June 2018, commenced 1 July 2018.
		Review the 2008 Blayney, Cabonne & Orange Sub Regional Rural and Industrial Strategy	In progress. Elton Consulting undertaking this review.
<b>2.4 Maintain meaningful two-way communication and engagement between State and Federal Governments, our Town Association and Village Committees, Business, Industry, Stakeholders, Council and communities of interest</b>			
2.4.1	Councillors to exhibit leadership on Council participating in committees and implementing Council's Community Engagement Strategy	Council delegates are included in committees and community organisation engagement opportunities	Committees of Council meeting on a regular basis. Councillors and staff meeting with community and village representatives.
		Active participation in the Central NSW Joint Organisation	Joint Organisation has adopted Strategic Plan, Centroc has commenced winding up provisions.
<b>2.5 A well-run Council organisation that is flexible enough to take advantage of capital grant opportunities to undertake major projects whilst delivering Council services effectively and efficiently, in a sustainable manner</b>			
2.5.1	Provide a framework for the efficient and effective administration of Council.	Implement collaboration with Central NSW Joint Organisation	Council participation with Central NSW JO ongoing.
		Review policies every 4 years following Council election. Introduce and amendment of policies as required.	Policy review program ongoing with majority of Council policies reviewed and endorsed within 12 months of commencement of elected Council.
		Provide training for Councillors and staff	Monthly workshops including Operational Plan Workshops attended by Councillors. Councillors Shire Tour held in January to visit villages and infrastructure projects. Councillors attended Mental First Aid Training, Cyber Security Awareness Training.
		Delivery of Office of Local Government statutory compliance activities within required timeframes.	Reports furnished to Council on six monthly basis on Statutory Compliance and Reporting activities.

2.5.2	Council responsible management and delivery of sustainable services and assets are delivered across the Blayney Shire.	Review and report on Council's performance against Long Term Financial Plan and ensure meet OLG Financial Performance Ratios	Performance ratios reported upon against OLG benchmark in Audited Financial Reports. Long Term Financial Plan review undertaken with Operational Plan and budget preparation process.
		Council's Financial Statements are prepared as per statutory requirements and unqualified	Financial Statements and audit finalised and lodged with OLG on 25/10/2018. Tabled to November 2018 Council meeting. Audit outcome unqualified.
		Equitable distribution of rates and charges and responsible collection and rates and debtors	Rates and charges adopted by Council in June 2018. Review of Council processes on collection of rates and debtors with OLG Debt Management and Hardship Guidelines undertaken.
		Asset management strategy and plans that ensures intergenerational equity.	Whole of Life Costs considerations included within future Capital Works projects reports.
2.5.3	Support the sustainable future of local government	Participate in leading advocacy networks including Local Government NSW, Country Mayors Association and Central NSW Joint Organisation	Country Mayors meetings attended. Mayor elected Regional Vice President of LGNSW. Mayor and General Manager attending meetings of Central NSW JO.
2.5.4	Undertake regulatory responsibilities for environmental health and animal control	Provide animal control services in accordance with agreed Service Levels	Ongoing. 58 animals have been housed in the pound, 30 being returned to owners, 12 rescued/rehomed and 10 dogs euthanized. During period there were 11 dog attacks resulting in 6 dogs surrendered and euthanized, 7 of the attacks the dogs or animals were unable to be located. 10 dogs were surrendered to council of which 2 were rescued, 6 euthanized due to dog attacks and 3 euthanized due to failing temperament assessment.
2.5.5	Review Risk Management Strategy of Council operations	Review and test the Business Continuity Plan	Internal Audit done on Procurement and Project Management – Errowanbang project.  Independent members of Audit, Risk and Improvement Committee appointed. Meetings held in July and October 2018 and February 2019. Corporate Risk Register approved by ARIC in March 2019. Capital Expenditure Guidelines adopted, and project teams assess risk matters. Projects identified and reported to Council on monthly basis.
		Implement Statewide Risk Management Action Plans	
		Regular meeting of Audit, Risk and Improvement Committee	
		Ensure a Risk Management Panel considers all major projects prior to commencement	
2.5.6	Continue to be an attractive employer that people want to work for	Implement Workforce Management Plan strategies	Alcohol and Other Drugs Policy adopted.
2.5.7	Administrative and technical services are undertaken to support the organisation	Fleet services are managed	Fleet replacement program for 2018/19 completed in full, with significant long lead time items delivered.
		Payment of suppliers within trading terms	Payments to suppliers made.
		Payroll services undertaken within statutory requirements and on a timely basis	Payroll services delivered on time with statutory requirements being met.
		Management and ongoing development of I.T. Geographical Information and Communication services	Ongoing development of public websites for ease of access of information and online submission of enquiries. Cadastral realignment project ongoing to align mapping systems with Lands data.
2.5.8	Effective management of land under Council control	Management of leases and licences	Ongoing. Crown leases and licences on hold pending Crown Lands Plans of Management program. Council participation in Crown Lands Negotiation program with State Government and Orange Local Aboriginal Lands Council continuing.
		Development of Plans of Management for Crown Reserves	Funding received and collaborative solution for Plans of Management program with other Council proposed. In progress.
		Facilitate property sales and development	Development of residential real estate ongoing and enquiries for land being managed on an ongoing basis.
2.5.9	Customer services and information are delivered effectively and efficiently	Customer support services are provided from Council from all service points	Customer requests captured and request status reviews / follow up undertaken.
		Manage public access for information (GIPA) and privacy	Agency Information Guide adopted by Council in July 2018. Reporting and Formal GIPA requests being attended to within statutory timeframe.
		Councils records are maintained and captured in accord with statutory requirements	Records Management services delivered per statutory requirements Records Management Policy (11B) reviewed to meet statutory requirements and adopted by Council. Records Disaster Management Plan review ongoing.
<b>2.6 A diverse population with the rights to live safely and securely in our communities and villages with opportunity to develop positive neighbourhood relationships</b>			
2.6.1	Provide support for emergency management in Blayney Shire in accordance with the State Emergency and Rescue Management (SERM) Act	Provide executive support to the Local Emergency Management Committee.	Director Infrastructure Services (DIS) chairs Local Emergency Management Committee, on quarterly basis, and provides executive support where required.  DIS attends Regional Emergency Management, RFS Bushfire Management and Liaison Committee meetings on quarterly basis or as required. Support provided as and when requested.
		Support the operation of the SES.	
2.6.2	Educate communities on road and pedestrian safety	Continued support to the role and function of a Road Safety Officer and implementation of the annual Road Safety Action Plan	Central Tablelands Road Safety Program continues with delivery of approved Road Safety Action Plan by Acting Road Safety Officer.

Future Direction 3 - Promote Blayney Shire to grow the Local and Visitor Economy			
<b>3.1 A viable and productive, sustainable agricultural sector with opportunities for niche production and access to markets</b>			
3.1.1	Support the growth of the Shire in order to preserve productive agricultural land and integrate sustainable industrial diversity into the future	Explore and promote opportunities for Agricultural value adding industries	DPES representing Council and Central NSW JO on the Central West Food and Fibre Strategy Stakeholder panel.
		Review the 2008 Blayney, Cabonne & Orange Sub Regional Rural and Industrial Strategy	Commenced, Elton consulting undertaking the review.
3.1.2	Maintain the availability and quality of water for use in rural areas	Participate in Central NSW Joint Organisation Planners Group, ensuring input into Department of Planning and Environment proposed policy changes	DPES attended all meetings.
		Manage the water supply bores in rural locations to provide a secure 'non-potable' supply of water to the Shire	Village Water Bores upgraded across Shire, funded by Australian Government Drought Communities Program.
		Participate in Central NSW Water Utilities Alliance	Council attends Water Utilities Alliance meetings on quarterly basis.
		Support water pipeline projects with Central Tablelands Water	Council provides input and support to Central Tablelands Water as requested.
<b>3.2 A responsible and thriving mining industry that is engaged and works towards the betterment of the Shire with the community and Council as leading corporate citizens</b>			
3.2.1	Encourage and support cooperation of mining industry in relation to the economic growth of the shire to protect the environment and address potential impacts.	Actively lobby all levels of government for support for the Cadia Valley Operations and future mining projects.	Both Cadia and Regis have provided informal updates to Councillors at workshops.
		Participate in the Energy and Mining Related Councils Association and Cadia Consultative Committee	Membership to Mining and Energy Related Councils renewed and meetings attended by Mayor and General Manager. Councillors attended meeting with Belubula River Headwaters Group.
		Lead Voluntary Planning Agreement negotiations with Regis Resources	General Manager represents Council on Community Consultative Committee for McPhillamys Gold Mine Project.
<b>3.3 A well-established, connected and prosperous tourism industry supported by local communities</b>			
3.3.1	Implement Blayney Shire Destination Marketing Plan to grow the visitor economy	Encourage engagement with tourism and business groups to build relationships and build on local events and attractions	Membership and representation to Orange 360 continues. New Tourism and Communications Manager building relationships with tourism operators and volunteer committees.
3.3.2	Implement Blayney 2020 Masterplan projects	Identify those projects that meet Council's objectives and develop Business Cases as opportunities arise	Sports Infrastructure Grant application unsuccessful for refurbishment of King George Oval project.
3.3.3	3.3.3 Facilitate the re-opening of Junction Reefs Reserve for camping	Facilitate communication between Council, Oceania Gold, Crown Lands and NSW Government to resolve the public access, environmental and road ownership issues to Junction Reefs Reserve	Project to install accessible Public Toilet, undertake roadworks and install Picnic Shelter funded by Drought Communities Extension Program. All works completed, except for Public Toilet, requiring exemption from OEH.
3.3.4	Ensure Food Premises comply with the requirements of the Food Act	Undertake annual food shop inspections and investigate any food related complaints	86 temporary food shop inspections undertaken in the period. 49 inspections of permanent food shops undertaken in the period.
<b>3.4 An internationally recognised brand for the Orange Region that adds value to the vision and appeal of our heritage villages and tourism product within the Shire</b>			
3.4.1	As a founding member of Orange Region Tourism, Council works with members to develop a recognised brand and promote the region	Support Orange Region Tourism activities	Monthly tourism manager meeting with Orange360, Cabonne and Orange Councils. Meetings in each village with tourism operators to educate operators on Orange360 and membership prospects. Assistance in developing Orange360 Visitor Guide and Towns and Villages Guide.
		Support the initiatives of Central NSW Tourism.	Regular communication and quarterly meetings with Central NSW Tourism
<b>3.5 Sustainable water, renewable energy options and transport sectors support future growth of business, industry and residents</b>			
3.5.1	Promote sustainable energy development and use within the Shire.	Provide information to public regarding sustainable energy practices	Real time energy consumption data from solar being considered for public information.
		Investigate sustainable energy opportunities on Council land and infrastructure	Council attends and Chairs Central NSW Joint Organisation Energy Group meetings on quarterly basis.  Funding made available for provision of 2 electric car charging stations across the shire (final locations to be determined) in 2019/20.

<b>3.6 A vibrant local retail and business sector that employs local people supported by Council and the community</b>			
3.6.1	Seek opportunities to build a vibrant local retail and business sector.	Improve the directional signage and Visitor Information messaging along the Mid-Western Highway and remove old signs of businesses which have closed	Additional signage as approved by RMS is installed. Old signage on private property remains problematic.
		Undertake a review of the Heritage Conservation Areas within the Blayney Shire	Scheduled to be undertaken after the Blayney Settlement Strategy review.
3.6.2	Complete a Business Case considering a new Cultural Centre bringing together the Library and Family History Group for arts and cultural activities.	Complete plans for new Cultural Centre on current library site to a shovel ready status so that funding submissions may be lodged	Application submitted to Regional Cultural Fund for access upgrade and new amenities at current library site unsuccessful.
3.6.3	Investigate options for the utilisation of the Railway Station buildings at Newbridge, Carcoar and Blayney community, art, social and tourism activities	Build relationships with Government bodies and NGO's to assist small business.	Painting and phase 1 refurbishment of Blayney Railway Station completed, open day held late June.
		Support and encourage the establishment or expansion of local businesses.	Council has been working with Transport NSW – Sydney Trains on utilisation of railway station buildings at Blayney, Newbridge and Carcoar. Council continues to engage with local business and groups on opportunities to utilize these facilities.
3.6.4	Provide specialist access consulting advice to facilitate development	Support the engagement of an Access Consultant to assist businesses with specialist access advice for lodgement of development applications	BCA Logic engaged to provide the service. First visit was undertaken in April 2019, providing 4 businesses with preliminary options to expand their businesses whilst also providing compliant, dignified and equitable access solutions.
<b>3.7 A range of quality and affordable childcare and family support services will be available and supported</b>			
Ongoing	Continue to advocate and support children's services.	Advocate for children's services in the Shire.	A number of services are provided for children by Council including junior sporting awards program; sport related funding for regional, state and national representation through the Community Financial Assistance Program; awarding of Music Scholarships at the Mitchell Conservatorium and the Orange Regional Conservatorium. Also, Council's CentrePoint Sport & Leisure Centre offers a number of programs for children including Learn to Swim, school holiday programs, Kids Fit and Funball.
<b>3.8 Implementation of the Regional Economic Development Strategies identified for Blayney Shire</b>			
3.8.1	Review the Blayney Local Environmental Plan (2012).	Undertake a review of the Heritage Conservation Areas within the Blayney Shire, BCO sub regional strategy and Blayney Settlement Strategy in preparation of the BLEP 2012 review	As outlined above per: 2.2.1, 2.3.1, 3.6.1
		Undertake the review of the BLEP 2012 in the time period specified in the amendments to the EPAA 1979	Not required to be undertaken until after the Blayney Cabonne Orange Strategy and Blayney Settlement Strategy reviews are completed.



Future Direction 4 - Enhance facilities and networks that support Community, Sport, Heritage and Culture			
<b>4.1 Cultural and sporting events are supported by Council, volunteers and state sporting bodies so that they are coordinated and well resourced</b>			
4.1.1	Development of a calendar of sport and cultural events	Promote Council website and social media platforms for promotion of major sporting and cultural events by group	Council provides regular posts to social media platforms of local sporting events, and directs training opportunities to Sports Council members.
4.1.2	Implement Blayney Shire Sports and Recreation Masterplan to enhance and improve sporting facilities	Continue to engage Sports Council to develop business cases for and prioritise sport and recreational facilities capital projects	Application for funding to Crown Reserves Improvement Fund submitted for construction of playing field fencing at Dakers Oval.
		Deliver Multipurpose Covered Arena project at Blayney Showground	Application for funding to NSW Cricket T20 Legacy Fund submitted for construction of cricket pitch at Napier Oval in partnership with Blayney Cricket Club.
		Prepare Business Case for King George Oval refurbishment project and seek funding opportunities	Working Group has met regularly and Tender for construction of structure awarded in February with works commenced onsite March after Blayney Show. Preparation of advocacy documentation for future development of King George Oval underway.
<b>4.2 There is capacity to host within the Shire regional and state sporting events and competitions that will attract strong participation</b>			
4.2.1	Encourage active participation in sport	Participate in programs and maintain Council membership to the Western Regional Academy of Sport	Membership renewed.
<b>4.3 Blayney Shire is a centre for cultural interest, heritage and history, arts, performance and entertainment</b>			
4.3.1	Engage with the Shire youth to facilitate progress and activities across the Shire	Facilitate youth activities held in Shire during Youth Week	3 events held in Council area for 2019 Youth Week.
		Support the hosting of the WRAS regional Skate Boarding event in Millthorpe	Event held and funding provided.
4.3.2	Encourage participation and continue relationships with music organisations	Participate in programs and maintain Council's membership to Regional Music Programs	4 Blayney Music Scholarships awarded for 2019 year.
4.3.3	Develop partnerships with other arts organisations to help deliver arts and cultural activities	Actively support and promote the Arts OutWest	Membership renewed.
		Encourage the use of the Blayney Shire Community Centre as a facility for arts and culture	Community Centre continues to receive bookings for use of its facility for arts and cultural purposes. Council also provides financial assistance for such activities.
4.3.4	Provide effective and consumer friendly library services in the Blayney Shire.	Maintain and operate Blayney Library via Service Level Agreement in place with Orange City Council	Agreement finalised and in place.
		Undertake access and refurbishment works to current Library in conjunction with planning for Cultural Centre	Refurbishment works undertaken in May 2019. Funding application for access improvements for Library lodged under Regional Cultural Fund was unsuccessful.
<b>4.4 Implementation of the Blayney Shire Sports and Recreation Masterplan priorities and strategies will realise opportunities for improved healthy lifestyle for our community</b>			
4.4.1	Implement the priorities identified in Blayney Sport and Recreation Masterplan to enhance and improve our sporting facilities	Provide and maintain active and passive recreation facilities for the shire communities	Routine inspections undertaken as programmed and non-routine inspections as required, subject to Customer Requests or other demand. With maintenance response delivered in accordance prioritisation and within budget allocations.
		Investigate opportunities to develop shovel ready projects and implement the Blayney Sport and Recreation Masterplan to improve facilities at our major sporting precincts	Engagement with Blayney Cricket Club underway for lodgement of DA for future amenities block at Dakers Oval.  Engagement with Blayney Netball Club underway for future funding applications for Stillingfleet Netball precinct renewal works.
		Undertake an audit and upgrade the children's play equipment in the Shire's parks and recreation grounds	Carcoar Sportsground <ul style="list-style-type: none"> <li>Multipurpose court (NSW Community Building Partnership 2017) completed with acrylic sports surface to be applied during Spring 2019.</li> <li>Amenities building (NSW Stronger Country Communities – Round 2) location agreed with Carcoar Sport and Recreation Club, and final design to be confirmed, prior to a Request for Tender being issued in first half 2019/20.</li> </ul> Playground equipment and shade cloth installations completed through NSW Stronger Country Communities Fund – Round 2.
<b>4.5 The Blayney Health Service Integrated Care Program will provide innovative methods to connect health care providers, ancillary and community services for those in need and deliver better preventative health outcomes</b>			
4.5.1	Encourage and facilitate an active and healthy community by developing accessible programs through CentrePoint and local sporting groups	Establish CentrePoint as the Shire's health and fitness centre	Tender for the CentrePoint Major Upgrade awarded in June 2019.
		Lobby Federal and NSW Government's for funding to undertake the CentrePoint Sport and Leisure swimming pools major \$3.9M refurbishment project	Ongoing for stage 2.
4.5.2	Advocate and support Integrated Care Management Plan and Disability Services	Support Blayney Shire Interagency and implement Disability Inclusion Action Plan	Council support to facilitate Interagency continues and meetings held quarterly in Community Centre. Disability Inclusion Plan status reports to Council on six monthly basis.

Future Direction 5 - Protect Our Natural Environment			
<b>5.1 Retention and regeneration of native vegetation corridors and removal of invasive weed and pest species throughout the Shire</b>			
5.1.1	Maintain and strengthen partnerships with organisations responsible for natural resource management	Ongoing liaison and support and participating with Local Land Services Landcare and as a constituent Council of Upper Macquarie County Council	Council continues to actively participate in Local Land Services (LLS) programs, and as part of the Environment and Waterways Alliance.  Council Officers attend regular UMCC meetings.
		Continue with native planting and river health programs	Community planting day for Belubula River Walk project to be aligned with Planet Ark National tree day in early 2019/20.
<b>5.2 Biodiversity and cleaning up of the Belubula River waterways and tributaries within the Central NSW region water catchment</b>			
5.2.1	Enhance the communities understanding of biodiversity issues and work towards positive behavioural change	Actively participate in local and regional catchment management groups to increase sharing of knowledge and participate in catchment wide projects and programs	Council continues to actively participate in Environment and Waterways Alliance.
		Continue with the Belubula River Restoration Program at riverbank areas in Blayney and Carcoar to remove willow trees and other noxious species, plant natives and improve water quality and fish habitat	Revive 2 project on Belubula River alongside Carcoar showground completed with routine maintenance ongoing.
		Clean up the creeks in throughout the Shire including removal of willow trees, other noxious species and creating wildlife habitat	No action to date
<b>5.3 Heritage and Indigenous significant sites in the natural and built environment are identified and protected</b>			
5.3.1	Identify items of natural and built heritage in Blayney Shire.	Promote Councils Heritage Assistance Fund to owners of Heritage items to assist with maintenance of heritage items.	HAP was advertised and 8 applications were received for the 2 rounds.
		Heritage Advisory services are continued to be provided to owners of heritage items ensuring heritage is preserved whilst allowing development to occur	Provided on a monthly and referral basis.
		Undertake review of the Heritage Conservation Areas within the Blayney Shire.	To be completed after the Blayney Settlement Strategy review.
		Install interpretative signage within our Town and Villages at historically significant sites	
5.3.2	Ensure the Shire's 8 heritage listed cemeteries are maintained and protected	Support the engagement of specialist stone masons to commence restoration works on derelict graves	2 headstones were restored in June 2019.
		Continue to eradicate vermin and install vermin prevention measures.	Ongoing. Eradication program targeting rabbits was undertaken at Blayney Cemetery.
<b>5.4 Sustainable land use practices across the Shire is improved and tree planting projects are supported</b>			
5.4.1	Promote sustainable development and protection of our natural resources	Disseminate information to the community as it becomes available	No action to date
		Facilitate the delivery of environment initiatives on Council owned and controlled land	Council working in partnership with Carcoar Urban Landcare Group to provide improved environmental outcomes along Belubula River in Carcoar.
5.4.2	Pursue sustainable land use practices based on the protection and restoration of natural resources, innovative land use policies and government and community partnerships	Undertake a review of the BCO sub regional strategy and Blayney Settlement Strategy in preparation of the BLEP 2012 review	As detailed above in 2.2.1, 2.3.1, 3.1.1, 3.8.1
		Improve the look of the town and villages by ongoing tree planting program including on the highway, and cleaning up entrances	Council planted additional street trees in partnership with Blayney Rotary along Mid-Western approaches to Blayney.  Council finalised street and open space tree program in partnership with Millthorpe Village Committee with planting to be programmed for early 2019/20.
<b>5.5 Rural Fire Services, Weeds and Local Land Services protect and manage environmentally significant areas to maintain biodiversity of native vegetation</b>			
5.5.1	Protect and enhance biodiversity, native vegetation, river and soil health	Assess all DA's with appropriate regard to the minimisation and mitigation of loss or harm to native vegetation	Ongoing. New Biodiversity Conservation Act has commenced.  Cowra Council facilitating, Local Government Support Officer (Biodiversity Reforms) Officer on behalf of Central NSW JO.

<b>5.6 Crown Lands are better managed to control weeds, pest species and bushfire</b>			
5.6.1	Participate and share resources required to complete the NSW Crown Land Negotiation program with Orange Local Aboriginal Lands Council, Orange City and Cabonne Councils	Provide resources and participate in NSW Crown Land Negotiation program with Orange Local Aboriginal Lands Council, Orange City and Cabonne Councils	Crown Land Negotiation program ongoing. Meetings attended by staff and Crown Lands assessment for identification of lands for negotiation of control by Council completed.
<b>5.7 Sustainable waste management and recycling or reuse of waste will extend the life of Council's landfill and provide opportunities for industry to reduce costs</b>			
5.7.1	Ensure Waste Management Services are delivered in a financially sustainable manner	Review services at the Blayney Waste Facility before proceeding to re-tender the contract management of the Blayney Waste Facility.	Management of the Blayney Waste Facility were tendered in December 2019, which included review of opening hours.
		Encourage separation of products at the Blayney Waste Facility to reduce the amount of material deposited to landfill	Ongoing with education undertaken by NetWaste, Councils GM conversation and media avenues.
5.7.2	Develop and promote programs with NetWaste that increase recycling within the community and reduce the volume of waste going to landfill	Implement a new covering plan technique, to cap completed areas once they have been filled with waste	Part of the contract management services which commenced on 1 January 2019.
		Consider installation of additional collection points for waste transfer and recycling in the villages if the need is identified	Location and contamination levels continually evaluated.
		Investigate installation of a CDS reverse vending machine for Blayney	Royal Hotel providing over the counter service, Bathurst Recycling providing service to Blayney LGA. DA approved for private CDS operator in the Blayney Industrial Area.

**BLAYNEY SHIRE COUNCIL**

and

**The Department of Planning, Industry and Environment**

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**LICENCE AGREEMENT**

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**LICENCE AGREEMENT** dated 12 July 2019

**BETWEEN** Blayney Shire Council of 91 Adelaide Street, Blayney NSW 2799

**AND** The Department of Planning, Industry and Environment of 161 Kite Street, Orange NSW 2800

THE PARTIES AGREE AS FOLLOWS

## 1. DEFINITIONS

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to this Licence Agreement depicting the Premises and a description of the route of access to the Equipment.

**Broadcasting Transmission Tower** has the same meaning for that term as is specified in the *Radiocommunications Act 1992*.

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

**Commencement Date** means the date referred to in Column 2 of Item 10 of Schedule 1;

**Environment** has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

**Environmental Law** means any Law relating to the protection of the Environment;

**Equipment** means configurable, scalable cellular communications gateway for industrial Internet of Things applications and wireless outdoor IP67 cellular & LoRa communications gateway for industrial Internet of Things applications.

**"GST", "taxable supply", "consideration", "tax invoice" and "GST amount"** have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Hazardous Substance** means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

**Improvements** means any structure of a permanent nature attached to the land;

**Law** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

**Licence** means this licence including all Schedules and Access Plan hereto;

**Licensee** means the licensee referred to in Column 2 of Item 2, of Schedule 1 and includes its assignees, employees, agents, contractors and invitees are authorised to access the Premises;

**Licensor** means the licensor referred to in Column 2 of Item 1 of Schedule 1;

**Party/Parties** means the parties to this Licence;

**Premises** means the land and/or the buildings described in the Access Plan;

**Permitted Use** means the use shown in Column 2 of Item 9, of Schedule 1;

**Rent** means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 3 of Schedule 1;

**Tenant Fixtures** means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee or the Equipment;

**Term** means the term of operation of this Licence in relation to the Premises;

**Terminating Date** means the date referred to in Column 2 of Item 11 of Schedule 1;

## 2. CONSTRUCTION

This Licence must be constructed in accordance with this clause unless the context requires otherwise;

### 2.1 Plurals

Words importing the singular include the plural and vice versa;

### 2.2 Gender

Words importing any gender include the other gender;

### 2.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government; and
- (b) the legal personal representatives, successors and assigns of that person;

### 2.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing will be ignored in constructing this Licence;

### 2.5 Clauses and sub-clause

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

**2.6 Time**

A reference to time is a reference to local Sydney time;

**2.7 Money**

A reference to \$ or dollars is a reference to the lawful currency of Australia;

**2.8 Defined Terms**

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

**2.9 Writing**

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

**2.10 Contra Preferentum**

No rules of construction will apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

**2.11 Statutes**

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

**2.12 Licence**

A reference to this Licence will include any extension or variation of this Licence;

**2.13 Priority**

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence will prevail.

**3. WARRANTIES AND UNDERTAKINGS**

3.1 The Licensee warrants that it:

- (a) has relied only on its own inquiries about this Licence; and
- (b) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.

3.2 The Licensee must comply on time with undertakings given by or on behalf of the Licensee

3.3 Subject to:

- (a) The Licensor's right under this licence; and
- (b) The Licensee complying with its obligations under this Licence

The Licensee may hold and occupy the Premises without interference by the Licensor or anyone claiming under the Licensor.

3.4 The Licensor covenants that the Licensor must not knowingly or knowingly permit any person to do or do itself anything on, above, below or proximate to the Premise in which the Licensee has an interest or to the Tenant's Fixtures which is like to cause radio frequency interference or which obstructs, interrupts or impedes the Licensee use of the Premises, without the written consent of the Licensee. In the event of the Licensee advising the Licensor of any breach of this clause, the Licensor will, in good faith, use its best endeavour to cause the removal of such interference to the extent that it is lawfully empowered to do so.

#### **4. FURTHER ASSURANCES**

Each Party must do everything necessary to give full effect to this Licence.

#### **5. RELATIONSHIP OF LICENSOR AND LICENSEE**

Nothing contained or implied in this Licence will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

#### **6. TIME TO BE OF THE ESSENCE**

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard

#### **7. SEVERABILITY**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

#### **8. PERMITTED USE**

##### **8.1. Grant of Licence**

The Licensor grants to the Licensee a right to occupy the area delineated on the Access Plan for the Permitted Use.



### **8.2. Permitted Use only**

The Licensee must not:

- (0) use the Premises;
- (0) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 9 of Schedule 1.

### **8.3. No exclusive possession**

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

## **9. COMMENCEMENT OF LICENCE AND TERM**

This Licence will commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 10 of Schedule 1 and subject to clauses 10 and 11 will continue in force until the Terminating Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 11, of Schedule 1.

## **10 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS**

10.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (0) a right to purchase or lease any part of the Premises; or
- (0) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

10.2 Subject to any other provisions of this Licence the Licensee must not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

## **11 LICENSEE TO YIELD UP**

11.1 The Licensee must forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

11.2 The Licensee must:

- (0) unless otherwise provided for in this Licence, remove all Tenant Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (0) unless otherwise provided for in this Licence, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation

and use of the Premises) as nearly as practicable to the original condition before the installation of the Tenant's Fixtures; and

- (0) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
  - (0) leave the Premises in a clean and tidy condition.
- 11.3 Sub-clause 11.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

## **12 TERMINATION OF LICENCE ON DEFAULT**

**12.1** The Licensor may terminate this Licence in the manner set out below in the following circumstances:

- (a) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
- (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;

**12.2** In the circumstances set out in sub-clause 12.1 the Licensor may end this Licence by notifying the Licensee in writing that it is ending the Licence, provided that such notice provides the Licensee 30 business days, or any period as agreed between the parties, to remove any Tenant Fixtures or the Equipment.

**12.3** Unless expressly provided for in this Licence the Licensor will not be entitled to any compensation costs or damages because the Licensor has ended this Licence pursuant to this clause.

## **13 ACCEPTANCE OF RENT NOT WAIVER**

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

## **14 HOLDING OVER BY LICENSEE**

- (a) if the Licensees continues to occupy the Premises after the Terminating Date with the Licensor's approval, it does so under a month to month tenancy.
- (b) Either party may terminate a year to year tenancy upon giving one month's written notice
- (c) The yearly tenancy is on the same terms as this Licence agreement, except for Term.

## **15 LICENSEE'S RENT AND OUTGOINGS**

### **15.1 Licensee to Pay Rent**

The Licensee covenants with the Licensor that the Licensee must, during the whole of the Term and any extension of it, pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

### **15.2 Goods and Services Tax**

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee must pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

## **16 LICENSOR TO PAY RATES**

**16.1** The Licensor acknowledges that all rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of Land is the sole responsibility of the Licensor.

**16.2** Where the Licensee requires evidence for such payments the Licensor must produce such evidence within 10 Business Days after the respective due dates for payment.

## **17 LICENSEE TO PAY OTHER CHARGES**

The Licensee must pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

## **18 LICENSEE TO PAY COST OF WORK**

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

## **19 COSTS PAYABLE BY LICENSEE AND LICENSOR**

The Licensor and Licensee must pay their own costs (including reasonable legal costs and disbursement) for the preparation, negotiation, completion and execution of

this Licence. This includes any renewal and where applicable, obtaining the consent of any mortgagee or registered proprietor.

## **20 COSTS PAYABLE BY LICENSOR**

The Licensor must pay its own direct and external consultants costs in relation to any rental determination matter without reimbursement from the Licensee.

## **21 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **21.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor will not require further notice;
- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

### **21.2 Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Licensor shall be carried out at the Licensee's expense.

### **21.4 Licensor to erect barricades etc**

Where the Premises or any part of the Premises become to the knowledge of the Licensor or Licensee (or which ought reasonably to be in the knowledge of the Licensor) unsafe, hazardous or dangerous the Licensor shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

### **21.5 No residence on Premises**

The Licensee must not reside or permit any other person to reside on the Premises.

### **21.6 Licensee not to remove materials**

- (0) The Licensee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and subject to such conditions as the Licensor may determine.

- (0) Sub-clause 23.6(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (0) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 23.6(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

#### **21.7 Licensee not to burn off**

The Licensee must not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the *Rural Fires Act 1997*. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

#### **21.8 Rodents and Vermin**

The Licensee must take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

### **22 ADVERTISING**

- (0) The Licensee must not permit to be displayed or placed on the Premises or any part of the Premises, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (0) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 25(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

### **23 NOTIFICATION OF ACCIDENT**

The Licensor must give to the Licensee prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them, this includes where the defect or accident is capable of being and is promptly remedied by the Licensor.

### **24 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee must not:

- (0) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or

- (0) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (0) use the Premises for any illegal activity.

## **25 HAZARDOUS SUBSTANCES**

The Licensee must not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

## **26 RELICS**

- (0) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the *National Parks and Wildlife Act 1974* and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee must not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (0) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.
- (0) The Licensee must not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub-clause 30(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

## **27 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee must as authorised by the Licensor watch or examine any excavations and the Licensee must take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

## **28 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS**

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in

possession or not, the Licensor shall not be entitled to remove any of the Tenant Fixtures, fittings or Equipment from the Licensed property.

- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

## **29 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to the specific obligations contained in this Licence the Licensee must to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

## **30 BREAKAGES**

The Licensee must, immediately at the Licensee's expense, make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

## **31 INDEMNITIES AND INSURANCE**

### **31.0 Insurance**

The Licensor acknowledges that the Licensee is a self-insurer under the Treasury Management Fund.

### **31.2 Indemnity Continues After Expiration of Licence**

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

### **31.3 Exclusion of Consequential Loss**

Despite any other provision of this Licence, both Parties exclude, and agree that they will have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

## **32 NO LIABILITY FOR FAILURE OF SERVICES**

The Licensor is not liable for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

## **33 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR**

Subject to any other provision of this Licence, the Licensee must not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or

permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

#### **34 RELEASE OF LICENSOR FROM LIABILITY**

- (a) The Licensee occupies, uses and keeps the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor. The Licensor has no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises (but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor).
- (b) The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

#### **35 LICENSOR'S WARRANTIES AND COVENANTS**

##### **35.1 Hazardous Chemicals**

The Licensor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

#### **36 LICENSOR'S POWERS AND FUNCTIONS**

##### **36.1 Approval by Licensor**

- (0) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent is not effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (0) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 36.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.



### **37 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

#### **37.1 Proportionate Liability**

Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to this Licence.

#### **37.2 Licensee to Comply with all Commonwealth and NSW State Laws**

- (0) The Licensee must comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (0) The Licensee must forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

#### **37.3 Licensee to Comply with Environmental Laws**

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
  - (0) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
  - (0) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

#### **37.4 Licensee's Failure to Comply with Statutory Requirements**

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the Termination of the Licence.

### **38 NOTICES**

#### **38.0 Service of Notice on Licensee**

Any notice served by the Licensor on the Licensee must be in writing and is sufficiently served if:

- (0) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 4, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (0) sent by email to the Licensee's email address stated in Column 2 of Item 4, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 4, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a) and (b).

#### **38.0 Service of Notice on Licensor**

Any notice served by the Licensee on the Licensor must be in writing and is sufficiently served if:

- (0) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (0) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a) and (b).

#### **38.0 Notices**

- (0) Any notice served by the Licensor or the Licensee under this Licence is effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (0) Any notice sent by prepaid security mail is deemed to be served at the expiration of 2 Business Days after the date of posting.

### **39 PROCEDURE - DISPUTE RESOLUTION**

- (0) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (0) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (0) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (0) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (0) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (0) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 41(d).
- (0) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

### **40 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

### **41 NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or

implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

#### **42 NO MERGER**

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

#### **43 COUNTERPARTS**

- (0) A Party may execute this Licence by signing any counterpart.
- (0) All counterparts constitute one document when taken together.

#### **44 CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 7 and 8, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

#### **45 APPLICABLE LAW**

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

#### **46 NO HOLDING OUT**

- (a) The Licensee must not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor.
- (b) The Licensee must not act as or represent itself to be the servant or agent of the Licensor.

#### **47 WHOLE AGREEMENT**

- (0) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (0) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (0) The existence of any such implication or collateral or other agreement is hereby negated.

**48 SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	1	<b>Licensor</b>	Blayney Shire Council
2	1	<b>Licensee</b>	The Department of Planning, Industry and Environment
3	15.1	<b>Rent</b>	Nil
4	38.1	<b>Licensee's address for Service of Notices</b>	The Department of Planning, Industry and Environment 161 Kite Street ORANGE NSW 2800  Attention: Climate Unit  Phone: 0418 716 688  Email: allen.benter@dpi.nsw.gov.au
5	38.2	<b>Licensor's address for Service of Notices</b>	91 Adelaide St Blayney NSW 2799  Attention: Glenn Newman  Phone:  Email: gnewman@blayney.nsw.gov.au
6	31	<b>Public Risk Insurance amount</b>	\$20 Million
7	44	<b>Licensor's Contact Person</b>	Glenn Newman – Manager Information Technology
8	44	<b>Licensee's Contact Person</b>	Dr Allen Benter, Technical Specialist
9	8	<b>Permitted Use</b>	Installation, operation, inspection, repair and maintenance of Equipment and access
10	9	<b>Commencement Date</b>	15 July 2019
11	9	<b>Terminating Date</b>	Indefinite

**END OF SCHEDULE 1**

## SCHEDULE 2 - SPECIAL CONDITIONS

### 49 NO BREACH

The Licensor acknowledges that the usual carrying out by the Licensee of the Permitted use of this Licence in accordance with the *Radiocommunication Act 1992*, any regulations under the *Radiocommunication Act 1992* and the Radiocommunications (Low Interference Potential Devices) Class Licence 2016 will not be in breach of this Licence.

### 50 REPAIR OF EQUIPMENT

- (a) The Licensee, its employees, agents, contractors and invitees are authorised to access the Premises for the purposes of installing, repairing, maintaining, inspecting or replacing ('Activities') the Equipment and must ensure the Activities are completed promptly and achieve their practical completion without delay.
- (b) The Licensee must ensure that all Activities are carried out in a good and workmanlike manner by properly qualified and experienced contractors; in accordance with the applicable standards (including Australian Standards and Work Health and Safety Legislation); and in compliance with all approvals including any planning approval, if any.

### 51 TERMINATION OF LICENCE BY LICENSEE

51.1 The Licensee may terminate this Licence in the manner set out below in the following circumstances

- (a) If the Licensee is in dispute with a network server or if use of the Equipment is no longer authorised under the *Radiocommunication Act 1992*.
- (b) If the Equipment is considered non-compliant with the Radiocommunications (Low Interference Potential Devices) Class Licence 2015.

51.2 In the circumstances set out in sub-clause 51.1 the Licensee may end this Licence by notifying the Licensor in writing that it is ending the Licence and the Parties acknowledge that, despite any provision in this Licence Agreement, the date specified in the written notice takes immediate effect

51.3 The Licensor acknowledges that no claim or suit for compensation as a result of termination by the Customer in accordance with this clause can be made against the Licensee.

### 52 NOTIFICATION OF ACCIDENT

The Licensee will give the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or circumstances in which the Premises is seriously defective, unsafe, weakened out of repair in any way or likely to cause any serious danger risk or hazard to the Equipment or any person in it of which it is or ought reasonably be aware.

### 53 LICENSOR RIGHT TO INSPECT

The Licensor may at all reasonable times upon giving to the Licensee reasonable notice (except in the case of an emergency where no notice shall be required) and

accompanied by an employee of the Licensee enter upon the Premises and view the state of repair of the Premise.

#### **54 CONSENT TO LICENSEE'S ACCESS TO BROADCASTING TRANSMISSION TOWER**

If at the Commencing Date there is a Broadcasting Transmission Tower erected within the Premise which is capable of supporting the Equipment the for the purposes of the Permitted Use, then to such extent as the Licensor may lawfully be able to do so, the Licensor:

- (a) consents to the use by the Licensee of that Broadcasting Transmission Tower subject to the terms of this Licence and for the Permitted Use only;
- (b) consents as the owner or controller of that Broadcasting Transmission Tower of rights for the Licensee to install, locate, repair, replace, renew and operate the Equipment within the Premise, upon and around that Broadcasting Transmission Tower; and
- (c) agrees to permit the Licensee to continue to install, locate, repair, replace, renew and operate the Equipment within the Premises upon and around that Broadcasting Transmission Tower in the event that the owner or controller of that Broadcasting Transmission Tower vacates the Site or otherwise loses or relinquishes the right of ownership or control of that Broadcasting Transmission Tower, along with such other rights as the parties, acting reasonably, may agree.

#### **55 GRANT OF ADDITIONAL LICENCES**

##### **55.1 The Licensor may grant further Licences**

- (a) The Licensor reserves the right to licence persons other than the Licensee to use the Premises including the right to grant licences to any other person who wants to engage in the business of transmitting or receiving telecommunication transmissions.
- (b) In granting any other licence under subclause (a) the Licensee must not knowingly grant any rights which are likely to detrimentally affect the Licensee's rights under this Licence or the Equipment or the Licensee's conduct of the Permitted Use on the Premises.
- (c) Prior to exercising its rights under clause 55.1(a), the Licensor must give the Licensee not less than 14 Business Days' notice of its proposed grant of further rights (other than in respect of a licence where the Licensee has already provided its consent) together with details thereof. Prior to expiry of the notice period under this sub-clause, the Licensee must advise the Licensor if the proposed grant of further rights by the Licensor constrains, interferes with or otherwise detrimentally affects the Licensee's use or occupation of the Premises or access thereto or creates any work, health and safety concerns. If no response is received by the expiration of the said notice period, the grant of further rights will be deemed to not constrain, interfere or detrimentally affect the Licensee's use or occupation of the Premises or access thereto or create any



work, health and safety concern.

**55.2 Primary Users may grant additional licences with consent**

- (a) The Licensee may, subject to the Licensee first obtaining consent from the Licensor, grant a licence to a Third Party Occupant to install, locate, repair, replace, renew and operate Equipment within the Premises subject to the conditions set out in this Licence. The Licensor must not unreasonably withhold that consent.
- (b) The Licensee is required to notify all Third Party Occupants that they may be liable to pay a rental to the Licensor and, in addition to any sub-licence issued by the Licensee, may be required to enter into a Licence with the Licensor for occupation of the Site.

**55.3**

56  
57

**END OF SCHEDULE 2**

Dated this 12 day of July 2019

**Execution by Licensor**

Signed by an authorised delegate of the Licensor in the presence of:

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

GLENN NEWMAN  
\_\_\_\_\_  
Full name of Witness

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

\_\_\_\_\_  
Signature of Delegate

REBECCA RYAN  
\_\_\_\_\_  
Full name of Delegate

GENERAL MANAGER.  
\_\_\_\_\_  
Position of Delegate

**Execution by Licensee**

Signed by an authorised delegate of the Licensee, in the presence of:

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

\_\_\_\_\_  
Full name of Witness

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

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Full name of Delegate

\_\_\_\_\_  
Position of Delegate

**ACCESS PLAN**

This is an Access Plan referred to and defined in the Licence Agreement between the Blayney Shire Council and the Department of Planning, Industry and Environment for the permitted use of 'installation, operation, inspection, repair and maintenance of Equipment and access', this Access Plan varies and forms part of the Licence and its terms are incorporated in their entirety into the Licence.



**Description of Licence Premises:**

Lot in Deposited Plan	Part Lot 4/DP871015
Parish	Lindsay
County	Bathurst
Locality	Blayney
Area of licence	2512.4m2
Plan	Plan above and marked as "A"
Description of any structures	Communication Hut and tower, trees



## **Gifts & Benefits Policy**

<b>Policy</b>	2E
<b>Officer Responsible</b>	Director Corporate Services
<b>Last Review Date</b>	19/08/2019

**Strategic Policy**

## **Purpose of the Gifts and Benefits Policy**

- To provide clear guidelines for Councillors, staff members and other representatives of Council to enable them to deal with any offer of a gift or benefit;
- To protect Councillors, staff members and other representatives of Council from being compromised or to avoid the public perception of bias;
- To provide a safe working environment by reducing situations which can cause undue stress and anxiety; and
- To demonstrate to suppliers, citizens and other agencies that Council will deal with all matters in an impartial, transparent and accountable manner.

## **Background**

In carrying out their role as Councillor, staff member and other representative of Council of a local government body, individuals and/or groups may from time to time, be offered gifts to establish an amicable initial business relationship, to display appreciation or demonstrate good faith in an ongoing business relationship.

The acceptance of gifts and other benefits has the potential to compromise a Councillor's and Council employee's position by creating a sense of obligation in the receiver and so undermining their impartiality. The acceptance of a gift can also affect the public's perception of the integrity and independence of the Council and its employees.

To ensure propriety in all such dealings, it is essential that Council adopt a policy and procedure for the acceptance of gifts and benefits, so that all gifts and benefits are declared and recorded in a Gifts and Benefits Register.

This policy has been produced to guide to assist in guiding Councillors, staff members and other representatives of Council during the course of their official duties upon being offered a gift or benefit. The acceptance of gifts and benefits is a potential problem for many public officials. Deciding where to draw the line between the proper and improper acceptance of gifts or benefits can be difficult.

For the purposes of this policy, reference to a gift or benefit does not include a political donation or contribution to an election fund that is subject to the provisions of the relevant election funding legislation.

Blayney Shire Council has a zero tolerance rule with respect to compliance with this policy.

## **Policy Statement**

Council officials will act with integrity at all times. Acceptance of gifts and benefits has real and perceived opportunities for undermining integrity.

This Policy sets out the basis on which Blayney Shire Council will manage offers of gifts or benefits in accordance with the obligations set out in Council's Code of Conduct.

You must not:

- seek or accept a bribe or other improper inducement
- by virtue of your position acquire a personal profit or advantage, real or perceived, which has a monetary value.

You must not seek or accept any payment, gift or benefit intended or likely to influence, or that could be reasonably perceived by an impartial observer as intended or likely to influence you to:

- act in a particular way (including making a particular decision);
- fail to act in a particular circumstance;
- otherwise deviate from the proper exercise of your official duties.

You must avoid situations giving rise to the appearance that a person or body, through the provision of gifts, benefits or hospitality of any kind, is attempting to secure favourable treatment from you or from the council.

You must take all reasonable steps to ensure that your immediate family members do not receive gifts or benefits that give rise to the appearance of being an attempt to secure favourable treatment. Immediate family members include parents, spouses or de facto partners, children and siblings.

### **Responsibilities**

#### ***Councillors, Staff Members and Other representatives of Council***

The obligation to disclose instances relating to this policy rests with Councillors, members of staff and other representatives of Council and should be in accordance with the gifts and benefits procedures.

Councillors, staff members and other representatives of Blayney Shire Council must comply at all times with this policy and Council's Code of Conduct.

Council staff members and other representatives of Council must complete, the electronic declaration form or the hardcopy declaration form (for those staff members who do not have computer access), for all offers of a gift or benefit and submit the declaration form to their Supervisor, or General Manager (in the case of a Councillor or Director), within two (2) weeks of receiving the offer.

Councillors, members of staff and other representatives of Council, who have prior notice of the receipt of a benefit or hospitality, such as attendance at a

sporting event, should receive prior written approval to attend. The recipient is to ensure their declaration is submitted and authorised by the Supervisor or General Manager.

### ***Management***

The General Manager, or their delegate, will establish and maintain a Gifts and Benefits Register.

The Supervisor, or General Manager (in case of a Councillor and Directors), must authorise electronically, or sign/date paper copy declaration forms, scan and register the completed document in to Data works, and task to the Director of Corporate Services (as the General Manager's delegate), who will process the information into the Gifts and Benefits Register.

### **Procurement, Contracts and Tendering**

All procurement activities are to be conducted in an ethical manner and in accordance with:-

- Policy 1B Code of Conduct
- Policy 3G Purchases of Goods and Services
- Policy 13A Tender Procedures

Council representatives involved in corporate purchasing or procurement must not accept any form of gift, benefit or from suppliers or potential suppliers.

Council representatives involved in evaluating contracts, expressions of interest, tenders or other proposals must not accept any form of gift, benefit or hospitality from contractors, potential contractors, tenderers or associated parties. Any offer of gifts must be declared in writing as part of the evaluation process.

The recipient of any gift, benefit or hospitality offered and/or received must complete the electronic gift register form and submit it to the Director (or General Manager) for authorisation.

### **Circumstances where gifts or benefits may be acceptable**

Gifts or other benefits not essentially token or inconsequential in kind (including moderate acts of hospitality) should only be accepted:

- where they are not obtained by virtue of a public official's office or position
- where a gift is given to a public official in a public forum in appreciation for the work, assistance or involvement of the public official or an agency, and refusal to accept the gift would cause embarrassment or affront
- if there is no possibility that the recipient might be, or might appear to be, compromised in the process, or

- in circumstances generally approved by the principal officer of the agency, or on any other occasion with the formal written approval of the General Manager, preferably obtained beforehand.

Approval of the General Manager should only be given where the acceptance of the gift is unlikely to be seen by a reasonable 'impartial observer' to create a conflict of interest, or influence the performance of duties or functions.

### **Gifts Benefits and Bribes**

#### ***Gifts***

For the purpose of this policy, "gifts" made to individuals in the course of a business relationship are usually given for commercial purposes, such as to create a feeling of obligation in the receiver.

Such examples of gifts may include (but are not limited to):-

- Money
- Alcohol
- Clothes
- Products
- Tickets

A councillor or employee should not accept an offer of cash or a cash-like gift, regardless of the amount. "Cash-like gifts" include but are not limited to, gift vouchers, credit cards, debit cards with credit on them, prepayments such as phone or internal credit, memberships or entitlements to discounts.

#### ***Benefits***

For the purpose of this policy, the term "benefit" is used to refer to something which is believed to be of value to the receiver, such as a service. Some examples may include:-

- a. Tickets to major sporting events or other entertainment.
- b. Corporate hospitality at a corporate facility or sporting venue.
- c. A new job or promotion.
- d. Preferential treatment, such as queue jumping.
- e. Access to confidential or sensitive information.
- f. Discounted products for personal use.
- g. Frequent use of facilities such as a gymnasium or holiday home.
- h. Free or discounted travel, Frequent Flyer points and free training sessions.
- i. Free or subsidised lavish meals or hospitality etc.



### ***Bribes***

“Bribery” is defined as an inducement by offering any undue reward by, or to any person in public office in order to influence his or her behaviour in that office, and incline that person to act contrary to the known rules of honesty and integrity.

Councillors, members of staff and other representatives of Council must not offer or seek a bribe. Receiving or offering a bribe is an offence under both Common law and NSW legislation.

A person offered a bribe should refuse it and report the incident as soon as possible to their supervisor, or the General Manager. Council will take steps to report the matter to ICAC and the police immediately.

### ***Token Gifts***

Token gifts and benefits of a nominal value usually do not create a sense of obligation on the receiver and are unlikely to influence, or appear to influence, in the exercise of his or her official duties.

### **Compliance and Exemptions**

This policy applies to all staff and Councillors of Blayney Shire Council. Failure to comply with this policy could be considered a breach of the Code of Conduct and may lead to disciplinary action and/or other sanctions, including dismissal.

Blayney Shire Council has a zero tolerance rule with respect to compliance with this policy. Any applications for exemptions from the requirements of this policy are to be in writing to the General Manager. Exemptions are entirely at the General Manager’s discretion and will be determined in writing with reasons given for any specific exemptions. In determining an exemption, the General Manager will also determine whether the gift in question is able to be kept by a particular staff member or whether it should be shared at the workplace.

The following are considered exempt:

1. Invitations to appropriate out of hours social functions organised by groups, such as, Council committees and community organisations
2. Free meals, of a modest nature, and/or beverages provided to Council officials who formally represent their Council at work related events such as training, education sessions, workshops
3. Free or subsidised meals, of a modest nature, and/or beverages provided infrequently (and/or reciprocally) that have been arranged primarily for, or in connection with, the discussion of official business
4. Ceremonial gifts – from visiting delegations
5. Ceremonial gifts – from sister cities

6. Industry networking functions hosted by Industry Group at a major event e.g. NSW Tourism group function at Bathurst race event.

Examples of the circumstances where exemptions MAY be approved by the General Manager, include:

- Learn to swim staff of the CentrePoint Sport & Leisure Centre – for gifts of token value children who attend learn to swim classes as a Christmas gift or gift of thanks associated with their role.
- Ceremonial gifts – presented to staff members as thanks for presenting at conferences/seminars
- Ties, scarves, coasters, tie pins, diaries, chocolates, flowers and small amounts of beverages

Any gifts approved through the General Manager exemption process will still be subject to the following requirements:

For the purpose of this policy token value is defined as one or more gifts or benefits received from a person or organisation over a 12-month period that, when aggregated, do not exceed a value of \$50.

Any gifts with an estimated value of more than token value should be rejected or returned.

The following gifts and benefits would normally fall below the token value:

- inexpensive pens or stationery
- chocolates
- flowers
- modest bottle of wine
- cup of coffee.

By contrast, the following gifts and benefits would be likely to be more than the token value:

- tickets to sporting events
- jewellery
- works of art
- discounted products for personal use
- use of facilities such as gyms.

Ceremonial gifts – an official gift from one agency to another agency. Such gifts are often provided to a host agency when conducting official business with delegates from another organisation or country. Although these gifts may sometimes be offered to express gratitude, the gratitude usually extends to the work of several people in the organisation, and therefore the gift is considered to be for the organisation, not a particular individual.

Where you have accepted a token gift or benefit from a person, you must not accept a further gift or benefit from the same person or another person associated with that person within a single 12-month period where the value

of the gift, added to the value of earlier gifts received from the same person or a person associated with that person, during the same 12-month period would exceed \$50 in value.

### **Gifts and Benefits Register**

All gifts, benefits and hospitality must be declared and recorded in Council's publicly available Gifts and Benefits Register against the name of the recipient. The name of the person who offered the gift and their agency or organisation must also be included.

There must also be a record of the decision that was taken in relation to the gift or benefit, and by the authorising Supervisor, or General Manager (in the case of a Councillor or Director), so that it can be shown that the Council was open and transparent in dealing with the gift or benefit.

Councillors and Designated Persons lodging pecuniary interest returns under Section 449 of the local Government Act, 1993 (NSW) are not required under Schedule 3 of the Act to disclose gifts and benefits under the value of \$500, unless they are among gifts totalling more than \$500 made by the same person over a twelve (12) month period. In the interests of openness and transparency, Designated Persons are also required to declare and record the offer and/or receipt of all gifts or benefits of more than token/nominal value in the Gifts and Benefits Register.

### **Procedures**

- 1 Should you receive a gift or benefit, you must notes immediately after the incident has occurred, detailing the date, time, location, discussion and any other comments that could assist you with your later recollections of the incident.
- 2 Obtain a copy of the Declaration Form, which is available through the Councillor Portal or Council Intranet.
- 3 With regards to the paper copy,
  - They are to be scanned into Council's Corporate Records System.
  - The authorising Supervisor (If they have access) is to record the entry into Council's electronic register.
  - In the event that the Supervisor does not have access, then the authorising director is required to electronically record.
- 4 All gifts and benefits that become the property of Council should be delivered to the General Manager's Office (or his delegate) for appropriate storage or disposal.
- 5 If you have been offered a bribe, you must inform your Director or the General Manager immediately and the General Manager must inform ICAC and the Police.

### **Related Legislation, Policies and Guidelines**

Crimes Act 1900 (NSW) Section 249 of the Crimes Act 1900 (NSW) creates an offence if a Councillor or employee corruptly receives or solicits (or corruptly agrees to receive or solicit) from another person any benefit as an inducement to do, or not do, something in relation to their official duties. This also pertains to receiving benefits for showing favour or disfavour to any person in relation to their official duties.

Local Government Act 1993 – Section 440 of the Act requires that Councils adopt a Code of Conduct. The section states that serious corrupt, of which bribery is an example, may lead to the dismissal or temporary suspension from office of a Councillor or of a staff member.

Local Government (General) Regulation 2005, clauses 184 & 185 – relating to gifts and contributions to travel pecuniary interests to be disclosed in Section 449 returns.

Blayney Shire Council's Code of Conduct

Gifts and Benefits – Public Agencies Fact Sheet (NSW Ombudsman's Office), March 2012.



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<b>Adopted:</b>	<b>12/03/2008</b>	<b>08/048</b>
<b>Lasted Reviewed:</b>	<b>12/03/2008</b>	<b>08/048</b>
	<b>11/04/2011</b>	<b>1104/005</b>
	<b>12/11/2012</b>	<b>1211/014</b>
	<b>16/04/2018</b>	<b>1804/010</b>
	<b>19/08/2019</b>	
<b>Next Review:</b>	<b>19/11/2020</b>	